

# Table of Contents

## WELCOME!

### CHAPTER 1-Resident Information

Move-In Information	3
Utility Services	3
Payment of Rent	4
Resident Conduct	4
Fire Prevention & Safety	5
Pet Policy	5
Maintenance & Repair	7
Subleasing, Assignment, Visitation	8
Renewals-Transferring Townhomes/Bedrooms	9
Vacating Procedures	9
Non-refundable Cleaning & Redecorating	10
Roommate Placement, Compatibility & Conflicts	11
Damage & Replacement Cost Estimator	12

### CHAPTER 2-Community Policies

AECC Guidelines	13
Exterior Maintenance Guidelines	17
Rules & Regulations	18
Parking Policy	20
Party Policy	21

# WELCOME TO PHEASANT RUN TOWHOMES!

Welcome to Pheasant Run Townhomes. Pheasant Run consists of 143 townhomes that are owned by individuals and Pheasant Run Townhomes LLC. Our community is governed by a Homeowner's Association which establishes policies and procedures as they relate to the common areas, exterior maintenance of the townhomes, and behavioral matters that affect the neighborhood. We have combined these policies and have further expanded upon policies that relate to the rental of the townhomes at Pheasant Run to create an all inclusive handbook for living at Pheasant Run.

Pheasant Run prides itself in providing quality, well-maintained housing for our Landlords and residents. We know that you have chosen our community for this reason and look forward to working with you. Please familiarize yourself with all of the policies enclosed. As a resident, you will be responsible for insuring that you, your guests, your family and your invitees abide by these policies as long as you reside in our community! If at any time you have questions or need clarification on the policies outlined in this handbook, please contact the office located at 321 Pheasant Run Circle. Normal office hours are Monday-Friday, 9-5PM. Our office hours do vary seasonally and we will open weekends during fall leasing season. Current hours and holiday closings will be posted on our website or Facebook page or through our routine e-mails to current residents and even on our telephone recording. After hours maintenance emergencies should be called into to our 24-hour hotline at 540-568-2486. Noise and or party violations, vandalism, thefts or acts of violence should be immediately reported to the Harrisonburg Police Department and then to the office or after hours emergency hotline. In case of a fire at your townhome or within the community, call 911 **FIRST**, then call the office, your Landlord or the after hours emergency hotline. Thank you again for choosing Pheasant Run Townhomes, we hope you enjoy your new home!

Welcome to Pheasant Run!

Your Pheasant Run Management Team

# CHAPTER 1

## RESIDENT INFORMATION

### MOVE-IN INFORMATION

All deposits and lease paperwork must be completed prior to move-in. Keys will not be distributed until all lease paperwork is complete and deposits have been paid. Check-in shall be at the Pheasant Run office during our extended move-in hours which will be Monday-Saturday, 9-5PM, Sunday, 10-2PM. Current year dates and times for check-in will be mailed to you the summer before you move in. If you are unable to pick-up your keys during these hours, you must coordinate alternative arrangements with the office at least 48 hours in advance.

If you are leasing your townhome from an individual owner or directly from Pheasant Run, our office will supply you with **Move-In Inventory of Conditions** forms, one for your bedroom and one for the common areas as part of your move-in package. Please complete both forms and return them to the office. These forms will not be valid if returned after September 1st. All tenants should review and sign the common area form before it is turned in. Your Inventory of Conditions forms are very important as they will be used at the vacating inspection to assess any damage to the townhome that occurred during your tenancy. Failure to return your Inventory of Conditions Forms means that you are accepting the current move-in condition of the townhome without any exceptions, and that you will be responsible for any and all items noted in our final move-out inspection. If you have maintenance items that require immediate attention, please contact the office to submit a maintenance request. You can also submit your maintenance request online at [www.PheasantRun.net](http://www.PheasantRun.net). Move-in work orders are handled on a priority basis, and in the order in which they were submitted. Your patience and understanding during this very busy move-in time is much appreciated!

### UTILITIES

Rent includes the following utilities: water, electric, basic cable, internet and trash. This is an all-inclusive package and there are no other utilities that you should require. In an effort to promote responsible usage of electricity and water within a townhome a utility cap has been established to limit the landlord's obligation for costs exceeding the cap. Where the monthly expenses exceed the caps noted in your lease, the overage will be divided and billed equally among all tenants with leases in the townhome. The amounts billed will be due with the next month's rent and subject to late fees if left unpaid.

**Curbside Recycling: Department of Public Works**  
**320 East Mosby Road, Harrisonburg, VA 22801**  
**540-434-5928**

Recycling is handled by the City of Harrisonburg Public Works Department. If your townhome does not have a City recycling bin in the storage shed out back, and there are no additional bins available through Pheasant Run, you will need to provide your own recycling bin. A plastic or rubber container is appropriate. Where you have provided your own bin, a City recycling sticker must be displayed on the bin. The Public Works Department will either mail or deliver the stickers to your address, you can also check with the office for availability of City stickers. A set of guidelines will be made available when you receive your sticker or you can access the City of Harrisonburg Public Works website for detailed information about recycling pick-up. Pick up is out by the end of your car or on numerous islands located throughout the property on Fridays by 7am. You may leave your bin outside no earlier than 4pm on Thursday and please return it within 24 hours. Pheasant Run requires you to store your recyclables inside your townhome (the utility closet, do not block the drain) or in your shed. In the past, where these bins are left outside all week they blow items all over the property hindering our efforts to keep the community clean. Failure to comply with this provision may result in a \$25 fine per occurrence.

**The City will not pick up recyclables in plastic garbage bags, nor will they pick up cardboard or paper.**

**Cable, Ethernet Connection: NTC Communications**

**500 Shentel Way, Edinburg, VA 22824**

**540-437-4200 or 888-201-8420**

**www.ntc-com.com**

Basic cable and internet are included in the monthly rent. Should you wish to order additional channel line-ups or enhanced internet speed beyond the 3.0 MB provided, please call NTC directly to order these additional services. It will be your sole responsibility to establish and pay for these extra services.

**PAYMENT OF RENT**

Rent is due on the first of every month and considered late if not received before 10:00 AM on the sixth of each month. Rent payments can be made in the form of check, money order, cashier's check, **NO CASH PLEASE!** A late charge of \$25 is applied to all payments received after the fifth. Rent shall be paid in **12 equal monthly installments**, the first payment being due on or before August 1st, with additional installments due on the first of every month thereafter. The final payment shall be due on July 1st.

**RESIDENT CONDUCT**

All residents are entitled to "**Peaceful Enjoyment**" of their property and the common areas. Therefore, all residents, their family, guests, and invitees are expected to extend the same courtesy to others living in the community. Please be conscious of your behavior at all times and consider how it may impact others. Remember that you are responsible for the behavior of your family, guests (known or unknown), and invitees. Be aware that sound travels easily in multi-family housing and can be very disturbing to others. Common noise complaints include loud music, parties, and even general conversation within large groups. For this reason we do not allow band equipment, stereo systems, surround sound or loud video gaming past **8PM Monday through Thursday and 10PM Friday through Sunday.**

Establish a relationship with your neighbors that could provide open communication. This communication may prevent confrontations before they begin. You should review the Pheasant Run Party Policy noted on page (21) in depth, and we recommend you become familiar with the City of Harrisonburg Noise Ordinance. We also encourage you to register your gathering with the City of Harrisonburg Police Department as they can provide you with some information on how to host a "Smart" and "Safe" event! Where your behavior or the behavior of your guests infringes upon the rights or damages the property of others it shall be at the management/your Landlord's sole discretion to assess culpability and subsequent action or restitution to be taken within the community. Be advised that all provisions of your lease and this policy guide will be enforced. Repeated violations of this and other policies may lead to warnings and possible eviction. Where serious violations have been established, we reserve the right to exercise all legal remedies available to us under the laws of the State of Virginia and the City of Harrisonburg and this will result in your responsibility and all charges being assessed to you. Thank you in advance for your cooperation and your consideration of others in our community.

**Illegal Drugs**

It is unlawful to use, possess, distribute, or manufacture any illegal drug or controlled substance. Violations of the law will result in immediate termination of your lease agreement and other possible legal ramifications.

**Firearms & Fireworks**

Firearms are not allowed on the premises. BB and or pellet guns are considered firearms. Violations of this policy will result in immediate termination of your lease agreement.

Fireworks are not permitted at Pheasant Run Townhomes, and they are also illegal in the City of Harrisonburg as well as the Commonwealth of Virginia. Violations will result in immediate action by Pheasant Run Management.

## **FIRE PREVENTION AND SAFETY**

We do not allow tiki torches, fire pits, chimineas or charcoal grills. **There will be a \$50 fine if any of these items are present.** Charcoal grills are a fire hazard especially as they require the disposal of hot coals. Even if coals are properly cooled they are unsightly when thrown out in the mulched flower beds or lawn areas. We have experienced a fire due to this issue and have on numerous occasions seen the discarded coals in the mulch or lawn areas. Therefore, we do not allow any cooking devices heated by charcoal. Gas grills can continue to be used however while in use, please be sure to pull your grill away from the house and vinyl siding as the extreme heat can cause the siding to buckle or even melt. Pheasant Run does provide a charcoal grill in our picnic area with 2 tables for your use. Also provided is a trash can located in the same area for quick clean up after your meal.

Cigarette butts thrown in the mulch are another means for starting a fire and therefore, butts must be placed in their own fire proof container for the purpose of preventing mulch fires and in order for the property to appear clean and tidy at all times. Periodic outdoor inspections do take place and where we find butts in the mulch you will be given a Violation Notice where you will be required to remove these by the next day or else we will remove them and charge a \$25 fine. Repeated violations will result in incremental increases in charges of \$25 per an occurrence.

When you moved in/returned to Pheasant Run in August, our office provided you with a certification that your smoke detectors had been checked and that they were in working order. From that point on, it is your responsibility to maintain or report smoke detector repair or maintenance upon occurrence to the office/your Landlord in accordance with **Section 5-2-16 of the Code of the City of Harrisonburg**. Please call us should you experience the beeping sound indicating that the battery is getting low. If you feel capable of changing the battery yourself, please do so with a 9-volt square battery. Do not ever disconnect or remove smoke detectors. **Once again, because this is such a serious violation, a \$50 fine will be charged if any smoke detector is tampered with, removed or somehow rendered inoperable as a result of your actions. In addition to the fine we will immediately re-install or replace missing smoke detectors. The charge for re-installing a smoke detector is \$17.50 and the charge for replacing one is \$30. Please report any malfunctions to our office/your Landlord immediately and we will remedy the situation within 24 hours.**

**\*Due to the severe risk to the health and safety of you, your roommates, your neighbors, and our property, continued violations of the above policies will result in incremental increases in fines in the amount of \$25 per occurrence and/or lease termination.**

## **PET POLICY**

Due to individual living preferences it is important that you discuss your plans to obtain a pet with your roommates and our office in advance. A **Conditional Pet Agreement** must be filled out by the pet owner and all roommates must agree and sign the agreement. Furthermore, the pet owner's guarantor must sign and return the agreement. Keep in mind that pets are permitted only in select townhomes. Please be sure to verify in advance that your townhome is a pet friendly home. Domestic dogs and cats, and rabbits, will require a \$150 non-refundable pet deposit, and an additional \$30 monthly pet rent shall be added to the rental account of the pet owner. Caged animals such as birds, hamsters, etc., shall require a \$75.00 refundable deposit, and no additional pet rent shall be required. The general pet guidelines are as follows:

A maximum of one pet is allowed per townhome on a first come first serve basis. We require a **CONDITIONAL PET AGREEMENT** for any animal that is permitted in a townhome. Certain breeds of dogs are not permitted on the premises: Pitt Bull, Rottweiler, German Shepherd, Chow- Chow, Doberman and Wolf Hybrids. Puppies under one year of age are not permitted and if the age of the dog is in question, a written report from an authorized veterinarian detailing the age must be presented. We do not allow snakes or other reptiles, ferrets, chinchillas, or fish tanks exceeding a total volume of 20 gallons. Furthermore, residents understand that they are responsible for any damages caused by any animal whether approved or not by management.

## **Pet Rules:**

The pet owner(s) are responsible for the actions of their pet at all times and agree to abide by the pet rules noted below. The Landlord shall from time to time, have the right to make reasonable changes and adjustments to the pet rules, if distributed in writing to the tenant(s) permitted to keep pets.

1. The pet will not disturb the rights, comforts or privacy of any roommate(s) and other residents in the community whether the pet be outside or inside. No pets shall be allowed to make unreasonable amounts of noise or to become a nuisance.
2. While outside, the pet shall be maintained with a leash and under tenants supervision at all times. Landlord reserves the right to pick up loose pets and/or report them to the proper authorities. Landlord may impose reasonable charges for picking up and/or keeping loose pets.
3. The pet shall not be tied up to any fixed object within the community - this includes, but is not limited to: front porch columns and rear deck rails, bike racks, trees, etc.
4. Pets will not be allowed to relieve bodily functions on the common area or private property causing a nuisance or health hazard, or destroying the grass, plants or trees, or interfering with the routine yard maintenance and the health and welfare of other owners and tenants on either private or commonly owned property.
5. Tenant(s) agree to clean-up after their pet on a regular basis. Tenant(s) further understands that landlord has the right to clean-up excessive pet waste and impose appropriate charges for cleaning up after the pet. A minimum charge of \$75 will be imposed should we be required to clean up after your pet.
6. No Puppies under the age of 1 year shall be allowed. If the age of the dog is questionable, a written report from an authorized veterinarian detailing the age must be presented.
7. For any tenant who allows a sublessor with a pet to occupy the unit, a \$25 one time administrative fee will apply. The sub-tenant will have to pay the applicable pet deposit and additional pet rent in addition to obtaining a Conditional Pet Agreement.
8. We restrict certain aggressive breeds of dogs and do not allow male cats not neutered, ferrets, chinchillas, snakes or other reptiles.
9. We **DO NOT** allow any visiting dogs or cats and if we find an unregistered animal the penalty will be \$50 for the first day and \$25 each week thereafter until the animal leaves the premises. In addition, any damage caused by the illegal pet will be remedied and a flea treatment will be required.
10. **Only one pet will be allowed per unit on a first come first serve basis.**

## **Roommate Approval**

The pet agreement is contingent upon approval by all residents who are lease holders at the address of the townhome. Failure to receive approval from each roommate, will force the Landlord to deny pet privileges at the address. In the event that this agreement precedes a pet residing in the townhome, and the pet owner(s) is unable to obtain approval by the roommates, the pet shall be immediately removed from the townhome and no further pet privileges shall be extended.

## **Liability**

The pet owner(s) is responsible for any and all damages caused by his/her pet; this includes, but is not limited to: doors, carpet, trim, vinyl floors, porch and deck rails, trees, shrubs, and grass. If such items are damaged, and cannot be satisfactorily repaired, the pet owner(s) must pay for the satisfactory replacement of damaged items which may be demanded by the Landlord, upon occurrence. The pet owner(s) shall be strictly liable for the entire amount of injury to the person or property of others, caused by such pet, and shall indemnify the Landlord for all costs of litigation and attorney's fees resulting from the same.

## **Pet Policy Violations**

The pet agreement is a conditional agreement. To insure compliance with all pet policies, a 30-day pet inspection will be required. If any violations of the rules or provisions of the pet agreement are noted during this inspection or at any time, by the pet owner(s), their guests, family or invitees, the pet owner(s) shall, at the Landlord's option, immediately and permanently remove the pet from the premises upon written notice from the Landlord. If the pet owner(s) refuses to remove the pet, they shall be considered in default of the lease agreement and Landlord will proceed with all rights afforded under the lease and the laws of the state of Virginia. Where unauthorized pets are

suspected, or continued violations of pet policies are reported, the Landlord reserves the right to conduct random inspections to insure compliance with the lease and pet policies.

### **Involuntary/Voluntary Removal of Pets**

When the Landlord revokes pet privileges, and requires the removal of a pet from the townhome, the obligation of the pet owner(s) for payment of pet rent shall end on the due date of the next month's rent after when the pet was removed. The same shall apply where the pet owner(s) voluntarily removes a pet from the townhome. However, there shall be no temporary suspension of pet rent in the summer months or holidays. In both instances, an inspection will be completed to assess damage, and the pet owner(s), roommates and guarantor shall sign a release certifying that the pet has in fact been permanently removed from the townhome.

### **Move-out Requirements**

Upon move-out, the pet owner(s) will be responsible for the move-out instructions provided in the lease agreement and the Landlord will schedule a flea treatment for the protection of future tenants. Should the landlord deem it necessary the unit will be deodorized. These expenses shall be paid for by the pet owner(s) out of his or her collected pet deposit. Where pet damage exceeds the collected pet deposit, damages shall then be deducted from the balance of the security deposit. In the event that damage exceeds the collected pet and security deposits paid, the pet owner(s) shall then be billed all costs which will be due within 30 days of notice as stipulated in the Lease.

## **MAINTENANCE & REPAIR**

### **Routine Maintenance:**

Proper maintenance and care of your townhome is of primary importance to us! If you have any maintenance concerns or problems, do not hesitate to contact the office. You can also reference our online maintenance tips section on our website for quick tips and resolutions, and you can also place a work order online at **www.PheasantRun.net**. If repairs are left unreported for an extended period of time and additional damage occurs, you may be held financially responsible for the additional damage. As part of your responsibility, you are expected to report exterior damage as well. This includes, but is not limited to, random acts of destruction, damage to vinyl siding, landscaping, front porch columns, street signs, bus shelter and picnic areas. These should be reported upon occurrence and no later than 24 hours to the office and an incident report should be completed.

All non-emergency maintenance requests should be made as soon as concerns are noticed, and they will be responded to within 24 hours or less! Keep in mind that the earlier in the day you make your request, the greater the chance of repair that same day. Please consider that some items may require an outside contractor and additional work may have to be scheduled. Your flexibility is appreciated and speeds up the time needed to make the repair. If upon completing a repair our maintenance staff and/or subcontractor attribute the repair to "resident neglect or abuse," you will be charged for the repair. There will be a charge whether we repair or replace the damaged item. It is at the sole discretion of management to make this determination. These charges will become part of your rental account and subject to late charges of \$25 if not paid on or before the due date of the next month's rent. Charges for damaged items will be billed in accordance with the Damage and Replacement Cost Estimator noted on page (12), with a minimum labor charge of \$35 per hour added for repairs completed during normal business hours. All occupants will share joint responsibility for all charges assessed to common areas and bathrooms and will incur solely any charges in their bedrooms.

### **Emergency Repairs:**

An "emergency" maintenance issue is defined as: something that interferes with your ability to comfortably occupy the townhome. Examples of emergency maintenance requests are: no heat, no air conditioning (in hot weather), no water or a major water leak. Where maintenance comes in after hours and repairs are attributed to "resident neglect/abuse" a minimum labor charge of \$52 an hour will apply. Please call the office immediately if you have an emergency during our regular office hours, or after hours call the emergency number 568-2483.

### **Maintenance that Exceeds Normal Wear and Tear:**

Where it is determined that maintenance exceeds normal wear and tear standards and is caused by willful neglect or destructive acts of the tenant(s), their guests (known or unknown), family, friends or invitees, Pheasant Run and/or your Landlord, reserve the right to hire skilled professionals of their choice to make the repairs necessary to restore the townhome to its original state and condition. The determination of repair work that exceeds normal wear and tear will be made by our maintenance staff when performing a requested work order or by a member of our management team or your Landlord when conducting a routine scheduled inspection. In these instances, Pheasant Run or your Landlord reserve the right to take immediate corrective action and all costs involved in accomplishing the required repairs shall be the responsibility of the tenant(s) and due upon completion of the repair and no later than the due date of the next month's rent. Repair costs become a part of the rental account and are subject to late fees as further provided in the Lease under **Maintenance and Repairs**. Charges for damaged items will be billed in accordance with the Damage and Replacement Cost Estimator noted on page (12), with a minimum labor charge of \$35 per hour added. All occupants will share joint responsibility for all charges assessed to common areas and bathrooms and will incur solely any charges in their bedrooms. Examples of these types of repairs would include, but are not limited to drywall holes (this is not meant to include normal nail/tack holes), broken and/or kicked in doors or frames, carpentry work in general, plumbing and electrical work.

### **SUBLEASING, ASSIGNMENT & VISITATION**

It is at the Landlord's sole discretion to allow or not to allow subleasing and assignment of your lease agreement. Your lease is a 12-month contract that **does not contain an early termination clause**. However, with your Landlord's permission, you may assign your lease to a replacement tenant as provided in the lease and this policy guide. By assigning your lease, you will thereby be fully released of all obligations to Pheasant Run. The difference between subleasing your room and assigning your lease is that, in general, subleasing is beneficial when a short term situation exists, and you are looking to temporarily offset your rental expense. An assignment is a permanent transfer of all lease responsibilities to a new party. Since both subleasing and lease assignment impact the original make up of the group of tenants residing in a townhome, it is important to communicate your intentions with your roommates and involve them in the process from the beginning. Tenants desiring to sublease or assign their lease, should allow ample time to gather the required roommate approvals. They should also expect that most roommates will require some form of communication with prospectives prior to granting their approval. After all, the roommates will be living with the person you choose to sublease/assign your lease to. Please allow enough time for this to occur. **IT IS THE RESPONSIBILITY OF THE TENANT, NOT THE OFFICE TO SECURE ROOMMATE APPROVALS!** For both situations you must complete approval forms which are available at the office and management and/or your Landlord will make the final decision to accept this replacement resident based upon our leasing criteria. No fee is required for subleasing situations. Our policies require roommate approval for both lease assignment and subleasing situations. **However, in some situations where approval is unreasonably withheld for qualified applicants, then management reserves the right to over-ride the roommate approval requirement.** Should a resident choose to assign their lease after the lease commences and occupancy occurs, a \$150 lease assignment/administrative fee will apply and the \$195 non-refundable cleaning fee will be assigned to the new tenant. For prospective residents who have not yet taken up residency, a \$100 lease assignment/administrative fee will apply and the security deposit and non-refundable cleaning fee will be refunded. Sublease and Assignment approval will be granted only to residents in good standing: all rent, late fees, and charges must be paid in full before an approval will be granted. Failure to obtain the proper approvals and allowing a third party access to your townhome for the purposes of subleasing or lease assignment is a serious breach of the lease and punishable by a \$150 fine. Where necessary and in addition to this fine, Landlord may change the locks at the violating Tenant's expense and provide all Tenant's with new keys to access the Premises. A \$75 lock change fee shall apply, and all rights to subleasing and lease assignment shall be revoked.

A visitor will no longer be deemed a guest if their stay exceeds seven (7) consecutive days or is of any repetitive nature without prior landlord approval or prior roommate approval. This section is meant to address overnight girlfriends/boyfriends that stay for extended periods of time and infringe on the rights and quiet enjoyment of the other tenants in the home. Tenants should exercise common courtesy and respect for others privacy when allowing overnight and extended stay guests.

## RENEWAL-TRANSFER OF TOWNHOMES OR BEDROOMS

Your lease agreement automatically expires at the end of the lease term. Pheasant Run's first priority is to offer housing for next year's lease term to current residents wishing to renew. Each fall, in October, residents will receive a detailed renewal package. This must be returned to the office by the November renewal deadline specified. Failure to complete the renewal forms by the deadline will result in our office marketing the townhome for lease for the upcoming lease term.

For homes where less than 4 residents are renewing, we require the completion of a Roommate Profile Form along with the renewal forms. This form will aid our office in future roommate placement. Based upon the information you fill out on the Roommate Profile Form, we will do our best to place you with a compatible roommate situation, but we do not warrant that differences in lifestyles may evolve just as we do not guarantee placement of like personality types.

Residents desiring to transfer townhomes during the renewal lease term shall be subject to a new lease agreement. A new security deposit and non-refundable cleaning and redecorating fee must be paid upon lease processing. No application fee will be due. When considering a transfer, keep in mind that a minimum of seven days is needed by the management and maintenance staff to adequately prepare townhomes for move-in. We will be unable to provide early move-in or store furniture and personal belongings in the transfer townhome. This will be your responsibility during the old/new lease gap.

Residents desiring to transfer bedrooms for the renewal lease term need to consult the Pheasant Run office prior to transferring bedrooms. **Unauthorized transfer of bedrooms will result in a minimum fine of \$195.00, the cost to re-clean, paint and carpet clean vacating bedrooms and shared living areas.** While a transfer of bedroom occupancy seems straight forward, there are many details that you and our office need to address prior to the switch occurring. These include, but are not limited to assessing damage appropriately to vacating tenants, assessing damage appropriately to you, and insuring that all rooms are properly prepared for new tenant move in. You will be required to pay a new non-refundable cleaning and redecorating fee if you intend for us to paint, clean or carpet clean the room you are transferring into. Otherwise, once all inspections have been completed, you will need to accept the new bedroom in the "AS-IS" condition without cleaning, carpet cleaning and painting accomplished. Finally, you will need to complete a new bedroom Inventory of Conditions Form, and any damage charged in your previous room will need to be paid upon receipt of notice by our office.

## VACATING PROCEDURES

Residents must vacate the premises by 12 Noon on the lease expiration date. Failure to do so will result in a holdover charge of \$100 per day. In addition, residents must return all keys to the office and provide management with a current forwarding address to where security deposits and correspondence can be mailed. There will be a non-returned key charge of \$25 per a key. Prior to vacating, each tenant shall complete the following:

All pictures, mirrors, curtains, shelving, etc. must be removed and the holes in the drywall spackled and sanded to be flush with the wall.

All clothing, personal possessions, and trash belonging to vacating tenants must be removed from inside the townhome, the shed, patio/deck and yard. This includes cigarette butts from mulched beds.

Remember to check cabinets and the refrigerator for remaining food and trash. Also be sure to check the washer/dryer area for laundry left behind.

All bedroom and common area screens must be in place.

Dressers and desks must be cleaned out and in good repair. Sofa and love seats should be vacuumed and free of rips, tears and stains. All furniture must be put back and set up in the room that it was originally placed in. There will be an automatic charge of \$25/per a room to reset furniture.

Carpet and vinyl should be free of stains, rips, burns and tears. Carpet must be vacuumed, and vinyl floor swept and mopped.

All non-working light bulbs must be replaced.

All kitchen appliances, including **stove drip pans**, should be free and clean of food and spills.

In some instances a partial move out situation will occur with one or more of the roommates remaining in the unit for another year. The vacating roommates would then be obligated to fulfill the same expectations as anyone moving out and the renewing tenants would need to fulfill other obligations to make their home ready for the arrival of new tenants. This includes, but is not limited to proper cleaning and carpet cleaning and maintenance of common areas. **For this reason it is imperative that all roommates review the spring inspection results and the Vacating Guidelines Packet distributed each spring to vacating and renewing tenants and their guarantors. This packet outlines specific obligations of all tenants with respect to the move-out process. These guidelines are also available on our website at [www.PheasantRun.net](http://www.PheasantRun.net).**

**Keep in mind, the spring inspection is a preliminary inspection and is not all-inclusive.** Management will conduct a final inspection within 72 hours of the lease expiration date. Residents are encouraged to attend this inspection and should notify the management at least 2 weeks prior to the lease expiration date to schedule a specific appointment. Where residents fail to meet the vacating guidelines noted above, management will assess damage charges in accordance with the Damage and Replacement Cost Estimator noted on page (12). Security deposits shall be refunded within 45 days as required by section 55-248-15:1 of the Virginia Residential Landlord Tenant Act.

### **Non-Refundable Cleaning & Redecorating Fee**

This fee is charged to cover: cleaning carpet cleaning, nail hole repair and painting that does not exceed normal wear and tear standards when you vacate the townhome. It does not include the following conditions which are considered damage and will be charged in accordance with the Damage and Replacement Cost Estimator noted on page (12):

***Cleaning:*** Removal of trash, food or personal items from the townhome; pressure washing of decks, patios or siding; excessive food and spills on appliances, stains and spills on upholstery, pet hair or urine on furniture, mold or mildew on appliances or in bathrooms, stripping and re-waxing of vinyl floors, rips and tears in vinyl floors.

***Carpet Cleaning:*** Stain removal that requires additional time and treatment. Deodorization, rips or tears in carpet, permanent discoloration of carpet due to bleach or dye. Red/orange/pink stains that require specialized removal that cannot be accomplished during normal carpet cleaning. These charges will be billed separately in addition to the non refundable cleaning and redecorating fee.

***Paint and wall repair:*** Your \$195 Non-refundable Cleaning and Redecorating Fee only covers repainting of white walls within normal wear and tear standards and with five or less nail holes. Change of wall color, discoloration of walls due to smoke and nicotine, nail and/or tack holes in excess of five per room, adhesive or double stick tape on walls, removal of shelving townhomes on walls, anchor bolts, drywall holes that require patchwork and/or drywall replacement are considered conditions that exceed normal wear and tear. In these instances additional charges will be imposed in accordance with the Damage and Replacement Cost Estimator found on page (12). **Double stick tape, poster putty and glue are strictly prohibited. Due to the extensive damage caused to drywall and doors, by the use of double stick tape, a minimum charge of \$50 per a room will automatically apply. We strongly discourage colored painting of walls. If walls are painted, they must be restored to the original color and appear as if they had been professionally painted.**

## **ROOMMATE PLACEMENT, COMPATABILITY & CONFLICTS**

### **ROOMMATE PLACEMENT**

If you have signed a lease or lease renewal with a group of less than (4) students, Pheasant Run and/or your Landlord, reserve the right to randomly place additional roommates in any unleased bedrooms in your townhome. We will do so in accordance with local, state and federal Fair Housing Laws and the Roommate Profile Forms you/your group will be required to complete upon lease signing or lease renewal. This form will be used by our office as a tool for placing prospective roommates; it will also be distributed to interested parties who meet similar living requirements as a means for initiating contact and discussing compatibility issues. If you have a space available in your townhome, you will receive periodic e-mail updates from our office referring you/your roommates to interested parties that have visited our office, and that we feel meet your general criteria. It is important for your timely response to these email referrals. Lack of response, will indicate your lack or desire to be involved in the process and we will in turn, place a roommate without your involvement at all. While Pheasant Run/your Landlord have the right to place a random roommate(s) in your townhome, this does not preclude your right to seek out and secure roommates on your own, prior to placement occurring. There are several sources for locating roommates and we encourage your involvement in the process. Placement by our office/your Landlord may occur at any time prior to the lease/renewal start date or during the lease/renewal term itself, whichever comes first.

**Please be advised that until such time that a placement occurs, any unleased bedroom(s) within a townhome remain under the control of Pheasant Run and/or your Landlord, and may be secured as such. Unauthorized access or use of any unleased bedroom(s) is a violation of the Lease, and shall be punishable by a minimum fine of \$150.**

### **ROOMMATE COMPATABILITY & CONFLICTS**

In the case of a random roommate assignment, roommate compatibility will be assessed based upon the Roommate Profile Forms submitted. Our office is aiming to place roommates that are close to the same year, have similar lifestyle requirements-cleanliness, social habits, study/work requirements, or have similar hobbies or interests. We do not guarantee the success of a placement, nor do we warrant the information provided by you/or potential roommates in the Roommate Profile Forms submitted. In our experience, the same issues may arise with regard to roommate compatibility, whether a random placement of roommates has occurred or roommates were mutually determined from the beginning.

Conflicts among roommates can never be totally avoided. While we understand roommate conflicts can be unsettling and stressful for the parties involved, our office/your Landlord can only address conflicts that arise as a result of a material breach of the Lease, and then only when submitted in writing. Where personality or lifestyle issues arise, we advise roommates to discuss these issues openly with one another upon occurrence. Roommates should address issues immediately, and develop an action plan for resolution before things escalate and it is unlikely that resolution will occur. To help initiate this discussion, residents can utilize the Roommate Agreement available in our office or online. Additionally, where conflicts have escalated, and roommate communication has deteriorated, students can contact the JMU Off-Campus Living office as they provide mediation services to university students. Roommate conflicts, do not however, alleviate any of the roommates from their lease obligations. Where a roommate should decide to no longer occupy the unit, this individual is still responsible for all obligations under the lease agreement including being entitled to possession of the unit. For this reason each resident has the right to retain their key and we are unable to change locks to the doors unless otherwise agreed upon by all parties. Where Pheasant Run has placed a random tenant in a unit we do not assume any responsibility in conflicts that may arise due to a difference in varying personality types. We will use the Roommate Profile Form as a tool to assist us in attempting to find the best roommate match possible based on the information provided to us, but we do not warrant the accuracy of the information provided therein. While, your cooperation in the roommate matching process is not required, it will greatly benefit you in helping us select the best person for placement with your group.

## Damage & Replacement Cost Estimator

Any items that are missing or damaged beyond reasonable repair will be deducted from the tenants' security deposit. Permanent stains to carpet, burns in carpet, smoke damage to painted walls, holes or burns in vinyl floors, holes or damage to drywall, are considered to be items beyond the scope of normal wear and tear and will be repaired and/or replaced. You will be charged for the current cost of repair and/or replacement of the items, plus labor charges. If the Landlord incurs a higher cost for replacing the item, you will be responsible for paying the higher cost. This is not an all-inclusive list; you can be charged for the replacement of items that are not listed. It is in the sole determination of the Landlord to determine damage replacement or assessment.

5++ Nail Holes \$25 (up to 50 holes)	Mattress (Twin)\$145-\$170
50+ Nail Holes \$50-\$100	Medicine Cabinet \$60
Air Vent Covers \$10 each	Microwave Tray \$40
Bar Stool (2) \$35-40	Microwave \$90-\$250
Bed Frame \$40	Mirrors \$60-\$100 each
Bedroom Door Knobs \$20 each	Outlet Covers \$5 each
Bedroom Door \$110	Oven Handle \$50
Bedroom Door & Jamb \$160	Oven Racks \$40-\$50
Bedroom Light Fixtures \$15-\$25 each	Painting (entire townhome) \$750-\$1,000
Bi-fold Door(s) \$90 each	Pet Deodorization \$50
Blind Wand \$4	Pet Urine Test \$50
Cabinet Drawers & Shelves \$100-\$150	Pressure Washing Siding \$50
Cabinet Faces \$100-\$150	Refrigerator Bar \$36
Carpet \$800-\$3200	Refrigerator Shelves \$36 each
Carpet Stain Removal \$40-\$100	Register/floor vent \$10
Red Stain Removal \$118 an hour	Removal of Cinder Blocks \$25 (up to 4 blocks)
Ceiling Fan \$150-\$200	Removal of Grill \$50
Coffee Table \$135-145	Removal of Large Items \$100 (includes sofa, bookcase, entertainment center)
Counter Top \$50-\$450	Removal of Trash \$25 (per bag)
Desk Chair \$130-\$145	Re-Paint Colored Walls in bedroom \$80 per room
Desk \$275-295	Repaint ceiling \$25 - \$50
Doors Laundry/Utility \$90	Repaint colored walls each \$20 in common area
Door Stops \$5 each	Replace Vinyl Siding \$17 each piece
Dresser \$350-375	Shower Head \$20
Drip Pans (4) \$20	Shower Rod \$15 each
Drywall Repair (holes) \$25-200+	Sink Aerator \$4
Drywall Repair (d-stick) \$50.00 + per room	Sink Stopper \$6
End Table (2) \$125-135 each	Smoke Detectors \$30 each
Entry Door Knob \$20 each	Sofa \$400-425
Exterior Door and Jamb \$264	Thermostat \$71.50
Exterior Light Fixture \$30	Toilet Paper Holders \$5
Excessive Additional Clean \$50-\$200 extra	Toilet Tank Lid \$30
Flea Treatment \$50	Towel Rack \$10 each
Fluorescent Light Cover \$40	Trash Can \$27
Freezer/fridge bar \$40-45 each	Tub Chair \$175-190
Garbage Disposal \$100-\$125	Tub Stopper \$15
Hot/cold Indicator \$5	Vinyl Floor \$100-600
Ice-maker \$100-\$125	Window Blinds \$10 each
Interior Door and Jam \$185	Window Glass \$150-175
Keys Non Returned \$25/per key	Window screens \$20 each
Keyboard Tray \$45	Window screen (Stratford) \$35 LR and \$25 Kitchen
Kitchen Chair \$120-140	
Kitchen Table \$275-\$300	
Labor \$35.00/hour	
Labor After hours \$52.50/hour	
Light Bulbs \$2	
Light Cover/globe \$12	
Lock Change \$75	
Loveseat \$315-\$320	
Mailbox Lock Change \$20	
Mattress (Full) \$185-\$195	

At move-out items that exceed normal wear/tear are billed in increments of no less than \$25 – i.e. excessively scuffed wall(s), small drywall issues, small stains on carpet, small nicks on vinyl, stains on vinyl, damage to window seat or ledge, counter top stains/cuts, patio/deck stains, dents in door, dents in fridge, crack/burn in microwave, chip on coffee table, etc.

## CHAPTER 2

### COMMUNITY POLICIES

#### ARCHITECTURAL & ENVIRONMENTAL GUIDELINES

These guidelines were effective August 15, 1999 and were established to completely inform all homeowners of all rules and regulations on architectural/environmental issues that legally bind them and their tenants. The Architectural/Environmental Control Committee (AECC), suggest that these guidelines be thoroughly reviewed in addition to the Bylaws and the Declaration of Covenants, Conditions and Restrictions. The AECC is responsible for preserving the architectural and environmental integrity of the Pheasant Run Townhome community.

##### A. Definitions of frequently used terms:

1. **Project** will mean any of the following concepts (but not limited to): improvements, alterations, construction, revisions, modifications, variations or additions made to a lot or to anything within or on that lot.
2. **Homeowner** will mean the record owner of the property (actual owner). AECC approval of any project granted to a renter does not waive the necessity of obtaining permission from the property owner.
3. **Nuisance** will mean anything that is offensive, detrimental, unsanitary or unsightly to any other property or person in the vicinity thereof.
4. **Visible** will mean the ability to be seen.

##### B. General Community Guidelines

1. **Nuisances**- No trash or debris shall be permitted to accumulate on, or adjacent to, any lot or common area. No nuisance shall be permitted to exist or operate on any property so as to be offensive or detrimental to any other property in the vicinity of it or its occupants. No exterior speakers, horns, whistles, bells or other sound devices, except security devices, shall be placed or used on any property. Interior noise, band equipment, stereo surround systems and video gaming can be disruptive.
2. **Animals**- No animals or birds, other than a reasonable number of generally recognized house pets, shall be maintained on any lot or common area, and then only if they are kept as domestic pets. All pets must be registered at the Pheasant Run Office. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. All pets shall be restrained or controlled as required by the City of Harrisonburg. No pet shall be allowed to roam freely on common or private property, be secured to the front or back of either house, porch, a tree or plant, or to relieve bodily functions on common or private property causing a nuisance or health hazard, or destroying the grass, plants and trees, or interfering with normal yard maintenance and the health and welfare of other owners and residents on either private or commonly owned property. Upon the written request of any owner the Board of Directors shall conclusively determine in its sole and absolute discretion whether or not a particular animal or bird is generally recognized as a house pet, or a nuisance, or whether the number of animals or birds on any such property is reasonable.
3. **Signs**-No signs shall be erected or maintained on any lot including "For Sale" and "For rent" signs.
4. **House numbers**-House number replacement must be the same as the originals.
5. **Color changes**- Any color changes to the exterior portion of a townhome or existing project must be approved by the AECC. Colors for new projects must also be approved. All exterior painted surfaces are white and must remain white.
6. **Replacement siding**- All replacement siding must be of the same color and equal or better quality than the existing vinyl siding.

## 7. Front Side and Rear Yard Areas

- a. Lawns will be maintained by the HOA
- b. Flowers and shrubs maintained below a height of 36 inches that are the original plants and items that are within the original planting areas will be allowed if they do not alter the drainage. All other plantings must be approved by the AECC.
- c. Removal of trees and shrubs requires the approval of the AECC and will require a replacement of the same type or types, approved by the AECC.
- d. All landscaping projects for front, side, or rear yards must be approved by the AECC prior to installation or change.
- e. Sheds or other outside storage buildings, with the exception of the original storage sheds, are not permitted.
- f. Patio/deck extension/alterations must be approved by the AECC and must meet the City of Harrisonburg Building Codes.

**8. Trees or Shrubs** -Other than the original plantings may not be planted without AECC approval.

**9. Clotheslines**- No outside clotheslines or other facility, including deck, porch, or front stoop rails, for drying or airing clothes shall be erected, placed, maintained, or used on any lot or common area.

**10. Materials**- No material may be stored outside the house on the front stoops, decks, patios, or under the decks or patios other than bicycles which must be stored on the back patios or decks or in bike racks provided. **No inside furniture provided shall be kept outside.** No material that may attract rodents or animals or termites may be left temporarily or permanently outside a house. This is not meant to include patio furniture or grills. However, when not in use these articles must be stored neatly behind the house, or in the storage facility, in a place that does not interfere with lawn maintenance.

**11. Trash and Recycling**- Trash must be stored in covered trash containers with lids in the storage shed of each home. Excess trash may be stored in sealed bags in the shed as well. Trash must be removed on a weekly basis each Tuesday, and should not be allowed to accumulate. Trash containers should be left at the curb for trash pick-up, but must be returned to the shed in the rear of the house within 24hrs of trash service. Non-compliance with these policies may result in a \$25 fine per occurrence. Cigarette butts thrown in the mulch are not only a fire hazard, but they are also an eyesore. Therefore, butts must be placed in their own fire proof container for the purpose of preventing mulch fires and in order for the property to appear clean and tidy at all times. Periodic outdoor inspections do take place and where we find butts in the mulch you will be given a Violation Notice where you will be required to remove these by the next day or else we will remove them and charge a \$25 fine. Repeated violations will result in incremental increases in charges of \$25 per an occurrence.

## **12. Motorcycles or Automobiles**

- a. Will not be started, repaired, or ridden on non-approved areas or on common property, sidewalks, or yards within Pheasant Run Townhomes.
- b. Will only be parked in the parking areas provided in the parking lots and not anywhere else. If the Board of Directors designates a specific area for motorcycles, then only those areas will be used for such vehicles.
- c. Starting and riding is restricted to paved streets within the development.
- d. Only minor repair work will be permitted on the premises of Pheasant Run Townhomes and no car washing is allowed.
- e. Pheasant Run parking lots will be used for parking on a rotating basis, not for storage of any vehicles. Any vehicle that in the sole judgment of the Board of Directors is being stored may be towed at the owner's expense. A car determined to be in storage after the owner has been notified that the vehicle must be removed from the parking lot, may be permanently banned from the parking lots, at the sole discretion of the Board of Directors, after written notice has been given to the owner of said vehicle. The Board may take whatever action, legal or otherwise, that it deems necessary to enforce this provision. The expenses incurred by such legal action shall be borne by the property owner and/or the offender if the same is a tenant.

**13. Exterior Lighting-** All exterior lighting shall be located, operated and maintained so that it does not cause unreasonable glare or illumination on any other townhome. Exterior lights must be kept white at all times and maintained with covers in place except during the holidays as specified in #14.

**14. Decorations-**Ornaments or other seasonal decorations shall be removed within two weeks of the holiday represented.

**15. Timely Completion** -All homeowner projects must be completed as quickly as possible from the starting date.

**16. Common Areas-** No alterations shall be made in the common areas except as approved by the Board of Directors.

**17. TV Antennas-**Are not allowed except as approved by the Board of Directors.

**18. Temporary Structures-** No temporary structures, tents or pools are permitted.

**19. Storm Doors-** Must be white and compatible with the entrance ways. They must be maintained with the screens in place and latches functioning. Damage must be repaired immediately.

**20. Campers, Trucks, Trailers, Motor Homes and Recreational Vehicles-** Shall not be parked or stored on the premises.

**21. Window coverings-** Interior windows will be covered with 1" white mini-blinds kept in good repair to insure a consistent and well maintained appearance from the exterior of the development. Window screens will be kept in the windows and doors at all times. They must be kept in good repair to insure a consistent and well-maintained appearance from the exterior of the development. No blankets, towels, posters, tin foil, or other material, may be placed between the window and the mini-blinds so as to be viewed from the exterior of the townhome.

**22. Project Approval** -All project requests must be submitted in writing to the AECC, along with plans and specifications, and may only be approved in writing. Adequate time may be taken by the AECC to review all aspects of the project requests. The AECC reserves the right to approve or reject all proposed projects at its sole discretion. Its basis for judgment will be the effect on the total community aesthetically and functionally, and as it affects the property values. Upon written receipt of plans and specifications, and proof of compliance with City of Harrisonburg building codes in triplicate, the AECC will consider the proposal. The Board of Directors may review the decision made by the AECC and may rule on the decision made by the AECC either to approve or reject. At least 30 days should be allowed for each decision from the date that the written request is received by the AECC. Precedence will not be a factor in decision making.

### **C. Violations and Procedures for Enforcement of the Guidelines**

The AECC, or the managing agent, will conduct periodic inspections of Pheasant Run Townhomes to identify conditions and projects that do not comply with the Covenants, Bylaws, and Guidelines. Residents and homeowners will be notified of these conditions and projects for immediate correction. All notification will be made in writing and in accordance with all Due Process Procedures. **This does not preclude the individual Landlord's right to require immediate correction of non-compliance items.**

- 1) The AECC will inform the homeowner and resident that a violation is present and that the homeowner and resident must correct the violation within 30 days. If the violation is not corrected within the specified time period, the Board of Directors shall have the option to correct the violation(s) and add the cost of such remedies to the normal assessment dues of the homeowner, or the matter will be scheduled for a hearing before the Board of Directors at the next scheduled Board meeting or;
- 2) The AECC or managing agent will inform the homeowner that they must submit an application for project approval within 15 days. If there is no appropriate response from the homeowner, the AECC or the managing agent will report the matter to the Board of Directors, who will demand a response in writing within 15 days. If there is no response or appropriate action within that time, the matter will be scheduled for a hearing before the Board of Directors at the next scheduled Board meeting. Should the matter remain unresolved, it may be turned over to the Association's attorney for legal action. In which case all costs and expenses including attorney's fees, incurred during the arbitration or litigation of an AECC violation is to be borne by the homeowner.

In addition, homeowners may submit written and signed complaints of possible violations that will be kept confidential by the AECC. If the AECC decides there has been no violation, the complainant will be informed of this in writing. If the AECC determines a violation has taken place all notification will be made in writing and in accordance with all Due Process Procedures.

- 1) The AECC will inform the homeowner and resident that a violation is present and that the homeowner and resident must correct the violation within 30 days. If the violation is not corrected within the specified time period, the Board of Directors shall have the option to correct the violation(s) and add the cost of such remedies to the normal assessment dues of the homeowner, or the matter will be scheduled for a hearing before the Board of Directors at the next scheduled Board meeting or;
- 2) The AECC or managing agent will inform the homeowner that they must submit an application for project approval within 15 days. If there is no appropriate response from the homeowner, the AECC or the managing agent will report the matter to the Board of Directors, who will demand a response in writing within 15 days. If there is no response or appropriate action within that time, the matter will be scheduled for a hearing before the Board of Directors at the next scheduled Board meeting. Should the matter remain unresolved; it may be turned over to the Association's attorney for legal action. In which case all costs and expenses including attorney's fees, incurred during the arbitration or litigation of an AECC violation is to be borne by the homeowner.

## MAINTENANCE GUIDELINES

The Association's Covenants outline in very specific terms the maintenance responsibility of the Association versus the homeowner/resident. In Article VI, the Covenants provide that

**“not only shall the Association perform maintenance on the common areas, but the Association shall further perform the following exterior maintenance on individual lots including: paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.”**

This Covenant excludes exterior glass surfaces, patios and decks from the Association's maintenance responsibility, and further excludes any maintenance or repair needed as a result of the willful or negligent act of the Owner, his/her family, their guests (known or unknown), their tenants or their invitees, or acts of God. In this instance, the cost for such maintenance or repair is to be added to and become a part of the monthly assessment to that homeowner.

Proper maintenance of each individual Lot and all common areas is crucial to maintaining property values and the marketability of townhomes within Pheasant Run Townhomes. To further assist homeowners and residents in maintaining their townhome in compliance with the Association's maintenance guidelines, the Association will conduct routine inspections of the property and notify each homeowner and resident of violations noted. The Association will note any exterior maintenance that falls under the Association's maintenance responsibilities and forward it to the Association's maintenance contractor for correction. Additionally, the Association will conduct periodic exterior maintenance inspections of each individual lot for the purpose of notifying each homeowner and resident of items that are in need of repair that fall under their maintenance responsibilities.

While it is difficult to determine and predict all conditions which may constitute violations of the Association's maintenance covenants, the following items are just a few examples of conditions that the Association would consider violations of the Association's Covenants that fall under the homeowner/resident's maintenance responsibility. Please note this is not an all-inclusive list.

1. Uprooted trees, shrubs, damaged landscape as the result of a resident, resident's guests or pet abuse.
2. Damaged and/or missing front porch columns, rails and finials as a result of resident, resident's guests or pet abuse.
3. Decks with missing and/or broken rails or parts.
4. Concrete patios in need of repair/parging.
5. Broken, ripped or missing window and/or storm door screens.
6. Missing or damaged exterior light covers.
7. Damaged storm door latches and/or other door mechanisms.
8. Broken mini-blinds. Mini-blinds must be white and in good repair.
9. Broken windows or storm door glass.
10. Damaged or bent exterior doors caused by resident abuse.
11. Broken or damaged siding caused by resident abuse.
12. Decks/patios or yards with excessive trash and debris. Trash must be kept in covered containers.

## RULES & REGULATIONS

The following rules and regulations have been extracted from the Architectural and Environmental Guidelines for the Pheasant Run-Harrisonburg Homeowner's Association. All residents and owners are expected to comply with these guidelines as well as all laws that govern you as a resident of the City of Harrisonburg, Virginia.

1. No trash or debris shall be permitted to accumulate in the yards in front or behind the townhomes. Littered yards may be cleaned up by the association at any time at the expense of the resident. A minimum charge of \$25 an hour shall apply for trash removal.
2. Noise violations should be reported directly to the Harrisonburg Police Department. Violations may be prosecuted by the Association, the City of Harrisonburg and your Landlord. No exterior speakers or sound devices shall be placed or used on any property at any time.
3. No animals or birds, other than a reasonable number of generally accepted house pets, shall be maintained in any townhome or on any lot, and then only domestic pets with the Landlord's permission. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. All pets shall be restrained or controlled as required by the City of Harrisonburg Leash Laws. No pet shall be allowed to relieve bodily functions on the common area or private property without the direct cleanup of pet waste by the pet owner. Should the Association or Pheasant Run Maintenance staff be forced to clean up pet waste a minimum charge of \$75 shall be imposed.
4. No sign shall be erected or maintained on any lot including "For Sale," and "For Rent" signs.
5. All landscaping projects for front, rear or side yards must be approved by the AECC prior to installation or change. Trees and shrubs other than the original plantings may not be planted without prior approval from the AECC.
6. Sheds or other outbuildings are not permitted. This excludes storage sheds built with the original structure.
7. No outside clotheslines are permitted. No materials or clothes shall be hung from the front porch/deck rails.
8. No materials such as household furniture may be stored outside the townhomes, on the decks or patios or under the decks or patios other than bicycles which should be stored on the back patios and decks. This is not meant to include deck/patio furniture or grills which are allowed on back decks and patios only! When not in use, these items should be neatly stored behind the house and in a place that does not interfere with lawn maintenance. No furniture or grills are allowed on the front stoops. **Pheasant Run furniture may not be placed outside and after receiving one warning to return furniture inside a \$25 fine will be imposed.**
9. Trash containers must have a lid, and they should be stored in the back of the house, shed or inside. Trash containers and recycling bins must be returned to the rear patio/deck within 24 hours of trash service.
10. Motorcycles and automobiles will not be started, repaired or ridden on non-approved areas or on common areas, sidewalks or yards within Pheasant Run.
11. Only minor car repairs will be permitted on the premises of Pheasant Run and no car washing is allowed.
12. Parking lots will not be used to store vehicles. Parking lots should be used for parking on a rotating basis. Any vehicle being stored may be towed at the Landlord's expense and without notice. Please refer to the Pheasant Run Parking Policy on page (20) for further details on parking in the community.
13. All exterior lights must be kept white and maintained with covers in place except as noted in #14.

14. Ornaments, or other seasonal decorations, should be removed within 2 weeks of the holiday.
15. Exterior TV antennas are not allowed except as approved by the Association.
16. No temporary outside structures or tents are allowed.
17. Storm doors must be maintained with screens and latches in place. Damaged doors must be repaired immediately.
18. Campers, trucks, trailers, motor homes and other recreational vehicles shall not be parked or stored on the premises.
19. Window coverings must be 1" white mini-blinds kept in good repair to insure a consistent and well maintained appearance from the exterior of the project. Window screens will be kept in the windows and doors at all times and kept in good repair.
20. We do not allow tiki torches, fire pits, chimineas or **charcoal grills**. **There will be a \$50 fine if any of these items are present.** Charcoal grills are a fire hazard due to the disposal of hot coals. Even if coals are properly cooled they are unsightly when thrown out in the mulched flower beds or lawn areas. We have experienced a fire due the improper disposal of hot coals in the mulch. Therefore, we do not allow any cooking devices heated by charcoal. Gas grills can continue to be used. However while in use, please be sure to pull your grill away from the house and vinyl siding as the extreme heat can cause the siding to buckle or even melt. Pheasant Run provides our picnic area where we have a charcoal grill for your use and we will monitor this area to clean out the debris from the coals. **Due to the severe risk to health and safety continued violations of this policy may cause residents to experience incremental increases in fines and clean up fees in the amount of \$25 per occurrence and or lease termination.**
21. Recycling – the City will not pick up recyclables in plastic garbage bags, nor do they pick up cardboard or paper items. If you plan to recycle, you will need to provide your own plastic bin and obtain a City sticker to place on the bin from the Pheasant Run office or Public Works Department. Recycling bins should be placed in the street behind your car or on the grassy islands throughout the property and picked up within 24 hours of removal. Please maintain recycling in the shed or inside your utility closet in order to prevent littering of yards.
22. Smoke detectors are operational when you move in and must remain in place at all times. It then becomes the responsibility of the tenant to maintain or report smoke detector repair or maintenance to the office/your Landlord as mandated by **Section 5-2-16 of the Code of the City of Harrisonburg**. Chirping or beeping batteries indicate a battery replacement. Please place a service request and we will change the battery for you. Taking down a smoke detector is a very serious violation as it can compromise your safety and the safety of those around you – we therefore will impose **a fine of \$50** where we find that a smoke detector has been removed. In addition to the fine we will immediately reinstall or replace missing smoke detectors. The charge for reinstalling a smoke detector is \$17.50 and the charge for replacing one is \$30. Due to the severe risk to health and safety, continued violations of this policy may cause residents to experience incremental increases in fines in the amount of \$25 per occurrence and or lease termination.

## PARKING POLICY

The Following Parking Policy will be implemented at the start of each lease term in August.

**Improperly parked cars will be towed at the resident's or guest's expense and without warning!**

1. You **may not** park on any curb or sidewalk. You must park in designated parking spots only.
2. **This means striped parking spots only!**
3. You **may not** park anywhere that causes obstruction to the view of drivers entering or exiting Pheasant Run Townhomes.
4. You **may not** park on any grassland.
5. You **may not** double park, i.e., park perpendicularly behind any car or diagonally across more than one spot.
6. All residents **must** have a valid “current year” parking permit to park at Pheasant Run Townhomes. The Association will not be held responsible for resident vehicles that are towed due to failure of the resident to display a valid parking permit.
7. No more than four (4) vehicles may be registered per townhome.
8. No more than four (4) parking permits will be issued per townhome.
9. No more than one (1) parking permit will be issued per resident. However, if a permit is reported missing, lost or stolen you may replace it once, by purchasing an additional pass at the office for \$15.00.
10. Your parking permit does not guarantee or reserve a specific parking spot in the community.
11. The parking lots will be used for parking on a rotating basis. The Association may tow any vehicle that is being stored at the owner’s expense after sufficient notice is given.
12. No private trucks or trailers and no unlicensed motor vehicles of any type shall be permitted to remain overnight on the property. Unlicensed vehicles, with or without a permit, will be towed automatically at the owner's expense.
13. No campers, trucks, trailers, motor homes or recreational vehicles may be parked in the community.
14. Guest may park in designated guest spots only. Residents should exercise common courtesy by informing their guests of the Pheasant Run policy on a regular basis. **Parents and guarantors must use the guest parking provided. Temporary parking passes are provided for use of occupying residents only.**
15. The Association will enforce parking in designated parking spots only. No double parking, no parking on the curbs, sidewalks and grass 24 hours a day, 7 days a week. Guests may park in designated guest spots only and may be towed at any time for parking in non designated guest spots.
16. Any parking pass that is fraudulently duplicated and is found to be on a car that does not match the registered vehicle, will be the responsibility of the resident issued the pass. The consequence of this action will be that the resident loses his/her right to park a vehicle on the property.

## PARTY POLICY

1. All homeowners and residents are responsible for their behavior as well as the behavior of their guests (known or unknown), and invitees. The Board will hold financially and legally accountable all individuals involved in acts of vandalism and/or destruction of Association property that occurs as a direct result of a party.
2. The homeowners and/or residents hosting a party are responsible for cleaning up their respective lot, all adjoining lots, the parking lot, and any other area within the community where trash or debris is evident and may detract from the overall appearance of the community. Trash is meant to include, but not limited to, all cans and bottles, party cups, cigarette butts and decorations.
3. Parties or other social gatherings should be limited to the patios, decks or rear yards and interiors of the respective dwellings hosting the event.
4. No party may be allowed to overflow onto adjoining lots. Should this occur, those homeowners and residents will be held responsible for all the terms outlined in this policy.
5. No party may take place in the parking lot or other common areas of the community. No "Block Parties" are permitted.
6. Outside bands, speakers, radios, or other sound devices are not permitted on any lot or the common area in Pheasant Run Townhomes. All homeowners and residents should be aware of the City of Harrisonburg's Noise Ordinance and exercise compliance with this ordinance.
7. Outside tents are prohibited, except for special community events and graduation, and only then where pre-approved by the Pheasant Run office.
8. Where an out of control party or the behavior of an individual/group of resident (s) impacts the community in a negative way, fines will be assessed as a result of such behavior. These fines will be in amounts determined by management according to the severity of the behavior, but no less than \$100. These charges will become part of your rental account and subject to late charges of \$25 if not paid on or before the due date of the next month.
9. We do not allow **any open door parties or advertising of parties on facebook, my space or any type of flyer distribution for upcoming parties**. Violating this policy may result in automatic lease termination.
10. We have given the Harrisonburg Police Department the authorization to serve any person(s) with a No Trespass Notice at their own discretion when warranted by the situation.

### Police Reports

The Association's managing agent receives weekly police reports to monitor noise complaints and actual Noise Violations served upon townhomes within the community. The Association will take the following steps when a townhome is noted on the report:

1. Homeowners and townhome residents will receive a written reminder notice advising them of the Party Policy and requesting future cooperation in abiding by the policy.
2. Upon a second complaint, or when an actual Noise Violation has been served upon a residence, the Homeowners and townhome residents will receive a written Notice of Violation from the Association.
3. Upon a third occurrence, the matter will be forwarded directly to the Board of Directors for further action. See page (16) for details regarding Due Process Procedures.
4. This does not preclude any Landlord's ability to take more stringent action as a result of excessive noise on their lot.

### **Formal Complaint Process**

Any Homeowner, resident, Board member or the managing agent may file a formal complaint with the Association against any lot for a violation of the Party Policy. All complaints must be filed in writing and in accordance with the Due Process Policies outlined in #2, on page (16). When a formal complaint is received for a violation of the Party Policy, the Association will take the following action:

1. Upon the first complaint, the Homeowner and resident will receive a written reminder notice advising them of the Party Policy and requesting future cooperation in abiding by the policy.
2. Upon a second complaint, the Homeowner and townhome resident will receive a written Notice of Violation from the Association.
3. Upon a third occurrence, the matter will be forwarded directly to the Board of Directors for further action. See page (16) for details regarding Due Process procedures.

### **Trash Removal**

Where yards, parking areas or common areas are littered as a result of a party, The Association/your Landlord may clean up littered yards at any time and charge the cost of the clean up to the responsible Homeowner, who can in turn recover this expense from the residents' as part of their monthly rent and ultimately from the collected security deposit. Where clean up is required, a minimum charge of \$25 per an hour shall be assessed.