**RIVER RIDGE REGULATION**

**COMMUNITY QUALITY STANDARDS – Adopted March 1, 2022**

**SECTION. 1. Responsibility of owners.**

1. Responsibility of owners. The Owner of a lot in River Ridge shall be responsible for adherence to the Standards. The Owner’s responsibility for adherence applies to the Owner and to all other individuals who are visiting or occupying a Lot owned by the Owner, including, without limitation, all individuals listed for illustrative purposes under “Owner Visitors” below, subject to the exclusions and limitations set forth in subsection (b) of this Section.

(b) Exclusions and Limitations ---

(1) This Standard does not apply to speeding. The Association expects to issue additional Standards relating to speeding of vehicles.

(2) The provisions of this Regulation shall not apply to a case where an individual is or was trespassing on the property of an Owner if such Owner has filed a trespassing complaint against the trespasser with the proper law enforcement agency.

**SECTION. 2. Definitions.**

In this regulation, the following definitions apply:

(1) “Association” means River Ridge Association, Inc., a West Virginia non-profit corporation.

(2) “Covenants” means the Amended, Revised and Restated Protective Covenants and Restrictions for River Ridge Subdivision dated as of July 1, 2002, as recorded among the land records of Morgan County, West Virginia.

(3) “Owner” means an adult individual who is

(A) the registered owner or co-owner of a lot;

(B) the beneficial owner or co-owner of a lot the registered owner of which is a legal entity; or

(C) a tenant under a written lease of a lot and dwelling with an original duration of 6 months or longer.

(4) “Owner Visitor” means an individual who is—

(A) occupying a dwelling on a lot at the same time as the Owner of the lot is occupying that dwelling;

(B) occupying a dwelling on a lot at the same time as a member of the immediate family of the Owner;

(C) a member of the immediate family of the Owner;

(D) a member of the extended family or a friend of the Owner or of the Owner’s immediate family who is not, directly or indirectly, making any payment or transferring anything of value in return for occupying the dwelling;

(E) occupying the dwelling in the course of employment by the Owner as—

(i) a pet sitter;

(ii) a health care provider for a member of the immediate family of the Owner; or

(iii) a property caretaker; or

(F) an individual occupying an Owner’s Lot pursuant to a Short-Term Rental or any guest of such an individual.

(5) “Short Term Rental” means a dwelling made available for dwelling, lodging, or sleeping purposes, wherein one or more individuals rent or occupy for a fee or other compensation one or more rooms within the dwelling for a period of 30 days or less.

(6) “River Ridge” means the land area included in the Covenants.

(7) “Standards” means the following:

(A) The applicable requirements of this regulation.

(B) Sections 6.2, 6.3, 6.4, 6.5, 6.7, 6.8, and 6.9 of the Covenants.

(C) The document titled “River Ridge Gate Procedures” adopted by the Board of Directors of the Association on March 1, 2022.

(D) The material contained in the Summary of Standards as revised and updated by the Board of Directors of the Association on March 1, 2022, whether or not also contained elsewhere in Standards.

(E) The Regulation titled “Short Term Rental Regulation” adopted by the Board of Directors of the Association on March 1, 2022.

(F) The Regulation titled “Noise Constituting a Nuisance,” adopted by the Board of Directors on March 1, 2022.

**SECTION. 3. ASSOCIATION ACTION OR DISRUPTION FEES**

(a) Association Action. The Association, through the Board of Directors or the Board’s designee, may exercise its discretion to correct violations of community standards through any appropriate means, ranging from cooperative resolution and prevention up to and including the imposition of fees.

(1) Absent extraordinary circumstances, tampering with gates or other property damage results in a fee which will, at a minimum, cover the cost of a typical service visit by a maintenance contractor or the actual cost to effect repairs, whichever is more.

(2) When addressing a violation other than those covered in (1) above, the Association will typically consider factors including but not limited to the severity and duration of the violation, whether it is an isolated event, any history of violations associated with the Owner or specific Short-Term Rental Lot, the Owner’s actions in response to complaints or communications with the Association or members regarding the situation, and measures the Owner has taken to ensure compliance by renters or other occupants and visitors to the Lot.

(3) When a fee is imposed, the maximum amount will not exceed fines for comparable violations under governmental rules applicable in the area, whether or not so stated in the applicable Standard.

(b) Disruption fees. When the Association deems a fee appropriate, it will notify the responsible Owner within 45 calendar days of the violation and the disruption fee that the Owner is required to pay for that violation. Notices shall be given by e-mail or U. S. mail in accordance with the Association’s procedures for official notices to Owners or as otherwise agreed with an Owner, and shall be effective when dispatched in the case of e-mail or when deposited in the U. S. mail post office postage prepaid if mailed in that manner.

(c) Payment of fees; late fee. Not later than 15 days after an Owner has been given a notice under subsection (b), the Owner shall pay to the Association the disruption fee set forth in the notice. If the Owner has not paid the required disruption fee to the Association by the date that is 15 days after the Owner has been given the notice, the Owner shall be responsible for the disruption fee together with interest, costs and reasonable attorney’s fees~~.~~

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