

**APPLE MOUNTAIN LAKE SOUTH**  
**PROTECTIVE DEED COVENANTS**  
**AND**  
**BENEFICIAL PROPERTY RESTRICTIONS**

**Adopted by the Board of Directors on: AUGUST 8, 2005**

**Ratified by the General Membership on: SEPTEMBER 17, 2005**

**AMENDED BY THE GENERAL MEMBERSHIP ON: NOVEMBER 12, 2005**

**AMENDED BY THE GENERAL MEMBERSHIP ON: OCTOBER 28, 2007**

**AMENDED BY THE GENERAL MEMBERSHIP ON: SEPTEMBER 14, 2008**

**AMENDED BY THE GENERAL MEMBERSHIP ON: SEPTEMBER 13, 2009**

**AMENDED BY THE GENERAL MEMBERSHIP ON: SEPTEMBER 12, 2010**

**AMENDED BY THE GENERAL MEMBERSHIP ON: SEPTEMBER 9, 2012**

***PREAMBLE***

Apple Mountain Lake South Property Owners Association (AMLSPOA), a Virginia non-stock corporation does hereby amend said Covenants & Restrictions which were recorded in the clerk's office of the circuit court of Warren County in deed book 549 page 327 & 328, to read as follows, which shall be binding upon the purchaser or purchasers of all Lots in the said Development, their successors or assigns, and shall have the effect of Covenants running with the land, whether specifically referred to in the Deeds of Conveyance of said Lots or not. These restrictive Covenants shall supersede and take the place of any restrictive Covenants presently recorded and pertaining to these properties, and these restrictive Covenants shall cover all Lots lying within the Development set forth on those certain plats and surveys entitled Apple Mountain Lake South Subdivision and duly recorded in the Clerk's office of the Circuit Court of Warren County, Virginia in deed book 192 beginning on page 340.

## **SECTION I DEFINITIONS**

**"ASSOCIATION"** (referred to as the "Association") means the Apple Mountain Lake South Property Owners Association, Inc. The Association is incorporated and has the responsibility and authority granted by this Declaration.

**"ACTIVE MEMBER"** is a Lot owner current in payment of Fees and Special Assessments, in compliance with these Covenants and Restrictions, Bylaws and in compliance with any Rules and Regulations promulgated by the Board. Active members qualify to serve on the Board of the Association. Active members qualify to vote either in person or by proxy at annual or special Meetings.

**"IN-ACTIVE MEMBER"** is a Lot owner who has not paid assessments and Fees, is late in payment of assessments and Fees, or who is not in compliance with these Covenants and Restrictions or Rules and Regulations promulgated by the Board.

A. In-Active Members do not qualify to serve on the Board of the Association.

B. In-Active Members do not qualify to vote in person or by proxy at annual or special Meetings.

**"BOARD OF DIRECTORS"** (referred to as the "Board") means the executive body of the property owners' Association, or a committee which is exercising the power of the executive body by resolution or Bylaw.

**"CAPITAL COMPONENTS"** means those items, whether or not a part of the Common Area, for which the Association has the obligation for repair, replacement or restoration and for which the Board determines funding is necessary.

**"COMMON AREA"** means property within a Development which is owned, leased or required by the Declaration to be maintained or operated by a property owners' Association for the use of its members and designated as Common Area in the Declaration, which includes the roads, i.e., Newton Road, Apple Jack Road and Apple Jack Circle and the easements thereof, and the marquis at the corner of Newton Road and CCC Road.

**"DECLARANT"** means the person or entity signing the Declaration and its successors or assigns who may submit property to a Declaration.

**"DECLARATION"** (referred to as "Covenants and Restrictions") means any instrument, however denominated, recorded among the land records of the County or city in which the Development or any part thereof is located, that either (i) imposes on the Association maintenance or operational responsibilities for the Common Area or (ii) creates the authority in the Association to impose on Lots, or on the owners or occupants of such Lots, or on any other entity any mandatory payment of money in connection with the provision of maintenance and/or services for the benefit of some or all of the Lots, the owners or occupants of the Lots, or the Common Area. "Declaration" includes any amendment or supplement to the instruments described in this definition.

**"FEES"** is the annual road maintenance fee due each year for the purpose of maintenance of Association roads, marquis and other services to promote the safety and welfare of the Development. This fee may be changed by member vote at the annual Meeting.

**"SPECIAL ASSESSMENTS"** is an assessment voted on at the annual Meeting or a special Meeting for the purpose of maintenance of Association roads, marquis, and other services to promote the safety and welfare of the Development.

**"DEVELOPMENT"** (corresponds with the word subdivision) means real property located within the Apple Mountain Lake South subdivision, as platted in the land records of Warren County which contains both residential Lots and Common Areas with respect to which any person, by virtue of ownership of a Lot, is a member of an Association and is obligated to pay assessments provided for in a Declaration.

**"LOT"** means any plot or parcel of land designated for separate ownership as shown on a recorded subdivision plat for the Development or in a recorded instrument referred to or expressly contemplated by the Declaration, other than a Common Area.

**"FIREARMS"** An instrument which was designed, made, and intended to expel a projectile by means of an explosion, not to include BB guns or paint-ball guns.

**"MEETING" OR "MEETINGS"** means the formal gathering of the Board, or any Committee appointed by the Board, where the business of the Association is discussed or transacted.

**"ACT"** means the Virginia Property Owners' Association Act. A report issued by the Board of Commerce of the State of Virginia in 1987 indicated that the management aspects of the Subdivided Land Sales Act and the Non-Stock Corporation Act were inadequate and a new regulation was needed. The Virginia Property Owners' Association Act was passed by the General Assembly of the Commonwealth of Virginia in 1989.

## **SECTION II ASSOCIATION**

- A. The Association was created by its members to promote the health, safety and general welfare of the owners of real property situated in the Development. The members of the Association will elect each year five officers (the Board) who will have the power, authority and fiduciary responsibility to enforce these Covenants and Restrictions, Bylaws and all other laws or Rules and Regulations promulgated by the Board or by law. The Board shall also have the power, to (i) suspend a member's right to use facilities or services, for nonpayment of assessments which are more than sixty days past due, and (ii) assess charges against any member for any violation of the Covenants and Restrictions, Bylaws or Rules and Regulations for which the member or his family members, tenant, guests, or other invitees are responsible.
- B. Each owner/contract owner of a Lot in the Association shall be a member of the Association and shall be entitled to one vote for each Lot owned (provided the member is an Active Member as defined above).
- C. The Association will meet annually as prescribed in the Bylaws to elect new officers (the Board) and conduct other business according to the Bylaws of the Association. All Meetings of the Board will be scheduled and conducted as prescribed in the Bylaws and the Act.
- D. The Association will provide to the seller of a Lot, within fourteen days of the actual receipt of a written request therefore and receipt of the appropriate fee, a disclosure packet, as described in the Act. The fee shall reflect the cost of the preparation of the packet, not to exceed \$100.
- E. The Association shall keep detailed records of receipts and expenditures affecting the operation and administration of the Association. All financial books and records shall be kept in accordance with generally accepted accounting practices.

- F. Subject to the provisions of the Bylaws all books and records kept by or on behalf of the Association, including, but not limited to, the Association's membership list and addresses, which shall not be used for purposes of pecuniary gain or commercial solicitation, shall be available for examination and copying by an Active member so long as the request is for a proper purpose related to his membership in the Association. A fee may apply.

### **SECTION III BOARD OF DIRECTORS**

- A. The Board of the Association shall have the power, authority and fiduciary responsibility to enforce Covenants and Restrictions, Bylaws and Rules and Regulations with respect to the use of the Common Areas and with respect to such other areas of responsibility assigned to the Association by the Declaration, except where expressly reserved by the Declaration to the members. Rules and Regulations may be adopted by resolution and shall be reasonably published or distributed throughout the Development. A majority of votes cast, in person or by proxy, at a Meeting convened in accordance with the provisions of the Association's Bylaws and called for that purpose, shall repeal or amend any rule or regulation adopted by the Board. Rules and Regulations may be enforced by any method normally available to the owner of private property in Virginia, including, but not limited to, application for injunctive relief or damages, during which the court may award to the Association court costs and reasonable attorneys' fees.

### **SECTION IV RESERVE FOR CAPITAL COMPONENTS**

The Board shall: (i) conduct at least once every five years a study to determine the necessity and amount of reserves required to repair, replace and restore the Capital Components; (ii) review the results of that study at least annually to determine if reserves are sufficient; and (iii) make any adjustments the Board deems necessary to maintain reserves, as appropriate.

### **SECTION V COMPLIANCE WITH DECLARATION**

Every Lot owner, and all those entitled to occupy a Lot, shall comply with all lawful provisions of this Declaration. Any lack of such compliance shall be grounds for an action or suit to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association, or by its Board, or in any proper case, by one or more aggrieved Lot owners on their own behalf or as a class action. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs expended in the matter.

**SECTION VI  
PROPERTY ASSOCIATION FEES**

- A. Each Lot owner shall pay to the Association for each lot owned an annual assessment which shall be set by the Board and voted on by members attending the annual Meeting. These Fees shall be used solely for the purpose of maintenance of roads and other services to promote the safety and welfare of the community. Checks are to be made payable to Apple Mountain Lake South Property Owner's Association, Inc. (AMLSPOA) and mailed to the current Association address as indicated on the bill.

As of 2011 the annual dues assessed shall be Three Hundred and Twenty Five Dollars per annum per lot. EXCEPT THAT, in the case of lots 52, 53/54 (to be assessed as one lot due to consolidation), 55, 56, 57, 58, and 59, the annual dues shall be One Hundred Eighty-Two Dollars per annum per lot, and not the amount set forth above for the other lots in the subdivision; PROVIDED FURTHER, that One Hundred Thirty-Two Dollars of said annual dues shall be placed into the Property Owners' Association general fund for use by the Property Owners' Association, and Fifty Dollars of said annual dues shall be placed into an interest-bearing escrow fund to be used jointly by said lot owners for the maintenance of CCC Road, and for that purpose only; and PROVIDED FURTHER, that in the case of a irreconcilable dispute between the owners of said lots as to the use of the contents of said escrow account (irreconcilable dispute being defined herein as there being no majority vote among the owners of said lots, with each lot having one vote, as to the use of said funds) , the Property Owners' Association shall have the tie-breaking vote as to the use of said funds.

This amendment of the by-laws of the Property Owners' Association shall take effect upon the date of the next assessment of annual dues, after approval of this amendment by the Board of Directors of the Property Owners' Association, and no rebate or refund of previously assessed annual dues or assessments shall be made.

- B. These Fees shall be billed in February of each year and due by April 1 of each year. Fees not postmarked by April 10th will be considered past due, which will result in:
1. A late fee of 12% per annum compounded until paid,
  2. A legal rate of interest as determined by the Virginia State Code until paid,
  2. A lien will be placed on the Lot each year until paid,
  3. The credit bureau will be notified of the lien and non-payment thereof,
  4. The owner's status will be reduced to in-Active Member, and
  5. Collection efforts will include foreclosure of property if necessary.
- C. All charges in connection with the collection of Fees shall be charged to the owner of the Lot. This shall include late Fees, interest, bank and court charges, all reasonable attorney Fees and all other expense which the Association incurs in connection with the collection of said Fees.
- D. In addition to annual Fees, a special assessment may be proposed by the Board and levied pursuant to member approval at a Meeting (special or annual). Each owner of each Lot shall pay within forty-five (45) days of notification any Special Assessments levied by the Association. . Special Assessment Fees not postmarked by the 46<sup>th</sup> day will be handled the same as annual Fees above.

## **SECTION VII DWELLINGS AND MAINTENANCE OF LOTS**

- A. A building permit must be obtained from the appropriate Department of Warren County prior to any construction, including the installation of well and septic systems. All construction within our Development must comply with Warren County ordinances now in effect or as amended. No access driveway will be constructed on any Lot without the approval of the Board. Culvert installation and the necessary "tie in" grading to the Association roads will be reviewed prior to the commencement of excavation. Culverts will be of the proper size, length and material for each individual application:
  
- B. The Association requires owners of a Lot(s) to give no less than 24 hour verbal and 1 week written notice, prior to the use of heavy equipment in the construction of any residence, driveway or proposed alteration to the existing lay of the land. The owner of the Lot(s) will be responsible for damage that may occur to community roadways during machine arrival, departure, construction and excavation. The owner of the Lot (s) will also be held responsible for any expense incurred by the Association due to said damage, including but not limited to: estimates, repair service and legal Fees. The owner of the Lot(s) shall notify the Board at the completion of construction to request a prompt review as to the condition of Association roadways. Such review will not be unreasonably withheld.
  
- C. The construction of any pond, the diversion of or damming of an existing stream or waterway is prohibited without approval of the Soil Conservation Service office or any other government agency involved in control of such activity. The Association will determine if alterations will pose a hazard or unsightly condition to a neighboring Lot. Any expenses incurred due to negligence shall be charged to the owner of the Lot.
  
- D. No advertising, signs or billboards of any kind shall be placed or maintained on any Lot, right-of-way or any building erected thereon, except signs erected by the Association for the purpose of direction or information Real estate signs, such as "FOR SALE or SOLD" may be placed only on the listed property or at main entryways or common intersections, and with the express permission of the lot owner at said entry or common intersection. Yard/garage sale signs and signs of an emergency nature (such as "Lost Dog"), or signs for security of an individual's Lot (such as "No Trespassing"), except pursuant to specific written approval of the Board.
  
- E. No part of any tract or Lot may be sold or used as a right-of-way or road to any property outside of the Development. In order to protect the health and welfare of property owners, the Association reserves the right to furnish additional access roads to the Development in substitution of any access roads presently existing.
  
- F. Each property owner agrees to maintain his property either in its natural state, or, if improved or developed, in such improved or developed state, to prevent unsightly or otherwise offensive conditions to their neighbors. Please see Warren County Code 180-10, incorporated herein, for clarification.

It shall be unlawful for the owners of occupied or vacant developed property located in any area

with the Apple Mountain Lake South Association to permit grass, weeds and other foreign growth standing more than 15 inches in height to remain on so much of the property in an unmaintained state. Any person who fails, refuses or neglects to cut or remove such grass, weeds and other foreign growth, after receiving 30 days notice to do so from the Apple Mountain Lake South Property's Owners Association shall be subject to a fine not to exceed \$100.00; In addition to said fine, the Board of Directors may have such grass, weeds or other foreign growth which might endanger the health and safety of other residents of the Association cut by its own agents or a hired contractor, in which event the cost thereof shall be chargeable to and paid by the owners of such property and may be collected by the Association as fines. Every charge authorized by this section with which the owners of any such property shall have been assessed and remains unpaid shall subject the lot owner to any collection remedy available to the Association. See Bylaws Article V Charges Section 2.

- G. The Association reserves the right to erect and maintain electric and telephone poles or facilities and sewer, gas, or to grant easements or right-of-way therefore with the right of ingress or egress for the purpose of erection or maintenance on, over or under a strip of land fifteen feet wide at any point along the side, rear or front easement lines of any Lots, plus such additional areas as may be necessary for pole-to-ground guy wires.
- H. An owner of any Lot or Lots who develops an undeveloped Lot where such work requires the use of heavy equipment or heavy goods vehicles for the delivery of materials and services to the Lot(s) shall pay to the Association a non-refundable fee of \$1,500., to defray the costs of road damage from construction. Checks will be made payable to Apple Mountain Lake South Property Owners Association and mailed to the current Association address prior to the commencement of work if the period of the work will exceed seven days. The requirements of SECTION VII-A shall apply for all shorter construction periods.
- I. No residence smaller than 1200 finished square feet exclusive of garage shall be permitted on any Lot in our Development. Prior to construction, plans for all dwellings and outbuildings shall be approved in writing by an Architectural Committee to be comprised of three persons appointed by the Board (one of which will be a Board Vice-President). Any residence constructed prior to these Covenants will be allowed to stay at there current size until sale of property or probate of said property at which time these requirements must be met.
- J. Warren County Code 180-8, incorporated herein, (with reference to Mobile Homes) will apply to our Development. Current mobile homes will be allowed to stay until sale of property or probate of said property at which time Section VII, J will apply.
- K. No more than one single-family residence shall be constructed on any Lot. No Lot in this Development may be subdivided.
- L. Any Home Business must comply with Warren County Code 180-17, which is incorporated herein.
- M. Driveways and ditches must be constructed in such ways to prevent water runoff into or across roadways maintained by the Association. Culverts across the owner's driveway must be twelve inches minimum in diameter.

- N. Roadway Maintenance Responsibility: 1) Property owner is responsible for proper grading of Lot to insure that water runoff is not degrading Common Area roadways or ditches or neighboring Lots. 2) The Association is responsible for maintenance and repair of Common Area roadways and clearing of ditches along Common Area roadways unless such maintenance and repair has been degraded by property owners. 3) In such case, the Association will notify property owners in writing to make immediate necessary corrections. If the property owner fails to do so within 30 days of notification or does not initiate an appeal in accordance with AMLSPOA By-laws, then the Association will be caused to make the corrections and a lien in the amount of the cost for such corrections will be placed against the property owner's Lot.
- O. Per Warren County Code 180-10 no inoperative unlicensed vehicle, unused appliance or other unsightly litter shall be left in the open on any Lot. Such items must be stored in a garage or other building. Warren County Code 180-10 as now or as amended is hereby adopted into these Covenants and Restrictions. A copy may be obtained from the County government center.
- P. Owners shall create sufficient off-road parking space within the confines of their Lot(s) for all vehicles parked there by owners, family members, guests, and tenants. Vehicles parked on the road or easement thereof will be subject to towing at the owner's expense. Exceptions may be approved by the Board with prior notice for unusual circumstance such as inclement weather, large gatherings, etc. Exceptions will not be unduly withheld.
- Q. The Association will not prohibit the display of flags of the United States, Commonwealth, Active branches of the Armed Forces of the United States, military valor or services award of the United States. Other flags may be subject to approval by the architectural committee.

## **SECTION VIII USE OF ROADS**

- A. Tracts and roads in Apple Mountain Lake South are for the private use of property owners and their guests.
- B. The speed limit on all Association Roads, i.e. Newton Road, Apple Jack Road and Apple Jack Circle for any motorized vehicle shall not exceed 15 mph at any given time.
- C. Unlicensed motorized vehicles (motorcycles, ATV's, etc.) will be allowed to operate on our Development's roads for recreational, maintenance and emergency purposes providing the operators/owners obey posted speed limit signs, respect the property of other Association members, practice safe driving and handle the vehicle in a manner that does not cause damage to Association roads. Drivers of these vehicles must be at least 18 years of age and any such vehicle must be covered by a current liability insurance policy.  
All such vehicles must be registered with the association annually at the time of payment for annual dues. The Association will provide registrants with a vehicle decal which must be displayed at all times.  
The cost of registration will be \$15.00 per vehicle per year. All funds collected will be placed in the general road fund. Fines for unregistered vehicles, drivers under 18, speeding, and improper driving will be set at \$90.00 per incident.



Association members witnessing destructive and/or unsafe behavior of an operator of this or any other vehicle may lodge a formal complaint with the Association's Board of Directors who may take action.

- D. Vehicles shall be operated on roadways only and shall not be driven over banks or through ditches at the sides of roads, or into other owners' Lots, except in an emergency.
- E. All vehicles and drivers thereof must be licensed and insured according to state law.
- F. Noise emissions from vehicles shall be in conformity with ordinances of Warren County and laws of the Commonwealth of Virginia.
- G. For safety reasons, skateboards, roller skates, scooters and sleds or sleighing devices are not permitted on Association roads, without written approval from the Board.

### **SECTION IX ANIMALS**

A. Warren County leash laws shall be observed on Association property. Copies of the leash laws may be obtained upon request to the Warren County Sheriff's office. Any unattended dog will come under all County regulations.

B. Domestic animals shall be permitted on any Lot, provided that they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers pursuant to Warren County Code, and does not create a nuisance either in smell, sight or noise to any other Lot owner.

**§ 180-8. Definitions. KENNEL** — *Any place, private or commercial, equipped and/or used to house, board, breed, handle, train or otherwise care for five or more dogs six months or older.*

C. No farm animals of any kind (including livestock, poultry) shall be permitted on any Lot, except that dogs, cats and other usual household pets may be kept provided that they are not kept for breeding or maintained for commercial or charitable purposes or in unusual numbers.

### **SECTION X SAFETY AND SECURITY**

A. If any Lot owner, or his heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real estate situated in Apple Mountain Lake South Property Owners Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant, either to prevent him or them from so doing or to seek other appropriate remedies under law for such violation.

B. Since the million-acre George Washington National Forest is only minutes from Apple Mountain

Lake South, discharging of any Firearm or primitive weapon for the purpose of hunting or fishing shall not be permitted in Apple Mountain Lake South Development.

- C. For the safety of our community, discharging of any Firearm shall not be permitted within the boundaries of the Development or Association property.
- D. Trespassing is prohibited. This includes entry by unauthorized persons into the Development, on any of the roads, or any individual Lots and buildings thereon. This does not apply to any one invited by a member. Any member of the Association may authorize law enforcement officials, etc., to enter the Development for violations or perceived violations of law, or Covenants and Restrictions.
- E. The discharge of fireworks is prohibited without proper Warren County permit and permission from the Board, with the exception of minor fireworks; such as sparklers.
- F. The Association will pay a reward of \$100 for information leading to the apprehension and conviction of any person or persons involved in any Act of robbery theft, or vandalism in the Development.

**SECTION XI  
GENERAL AND MISCELLANEOUS**

- A. The Association shall provide to the seller of a Lot(s), or his authorized agent, within fourteen (14) days of the actual receipt of a written request therefore and receipt of the appropriate fee, a disclosure packet, as described in the Act, including, but not limited to: a copy of the Articles of Incorporation, Covenants and Restrictions, By-laws, and any Rules, Regulations, or guidelines promulgated by the Association, a copy of the current budget or summary thereof, and a statement of it's financial condition for the last fiscal year for which such statement is available. The fee, set by the Board shall reflect the cost of the preparation of the packet, but not to exceed \$100. The Seller shall have the obligation to deliver the package to the Purchaser.
- B. Invalidation of anyone of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- C. Nothing herein is to be construed to prevent the Association, in the event that provisions must be made to further protect the health and or welfare and enjoyment of the property owners, from modifying and supplementing the above Covenants. If such change, modification or supplementation is deemed appropriate, a majority of Active Members will be necessary to enact said changes. All property owners shall have the opportunity to view the proposed changes prior to a vote. Any property owner wishing not to reply is assumed as accepting proposed changes.

**SECTION XII**  
**MEMBER COMPLAINTS**

As of July 1, 2012, in accordance with § 55-530 E of the Code of Virginia, each Association shall have a written process for resolving Association complaints from members and citizens.

- A. Any and all Association complaints need to be in writing on an Association Complaint Form and mailed to AMLSPOA  
P.O. Box 171  
Linden, VA 22642
- B. The Association Complaint Form will be available on the AMLSPOA website ([www.amlspoa.org](http://www.amlspoa.org)), on the AMLSPOA Facebook page, via email ([amlspoa@amlspoa.org](mailto:amlspoa@amlspoa.org)) or upon request by calling 540-305-9781.
- C. The Association shall provide written acknowledgment of receipt of the Association complaint to the complainant within seven days of receipt. Such acknowledgment shall be mailed by certified mail, return receipt requested, to the complainant at the address provided, or by electronic means if preferred by complainant.
- D. Any specific documentation that must be provided with the Association complaint shall be clearly described in the Association complaint procedure. In addition, to the extent the complainant has knowledge of the law or regulation applicable to the complaint, the complainant shall provide that reference, as well as the requested action or resolution. Complainant shall reference the AMLSPOA Covenant or Bylaw that is being violated on the Association Complaint Form.
- E. Within 14 days of sending the acknowledgment receipt (see B, above), the Association shall identify and request additional information that is necessary for the complainant to provide in order to continue processing the Association complaint. The complainant will have 14 days to provide this information or the complaint will be tabled until the additional information is received by the Board.
- F. Notice of the date, time, and location that the matter will be considered shall be mailed by certified mail, return receipt requested, to the complainant at the address provided or delivered by electronic means if requested. Depending on the urgency of the complaint, the matter will be presented and discussed at the next Board Meeting (3<sup>rd</sup> week of the month). The complainant will have the opportunity to present the issue in person, if desired. After discussion, the Board will make a determination or, if necessary, continue research and seek advice from an attorney.
- G. After the final determination is made, the written notice of final determination shall be mailed by certified mail, return receipt requested, to the complainant at the address provided or delivered by electronic means, within seven days.
- H. The notice of final determination shall be dated as of the date of issuance and include specific citations to applicable Association governing documents, laws, or regulations that led to the final determination, as well as the registration number of the Association. The complaint shall be placed on file with the Association for at least one year.

- I. The notice of final determination shall include the complainant's right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Common Interest Community Ombudsman and the applicable contact information.

**For Office Use Only**

Date Received:	_____
Ackgt Mailed:	_____
Add'l Info Rec'd:	_____
Meeting Date:	_____
Dec. Ltr Mailed:	_____

**APPLE MOUNTAIN LAKE SOUTH  
PROPERTY OWNER'S ASSOCIATION**

P. O. Box 171, Linden, VA 22642

Tel: 540-305-9781 Email: amlspoa@amlspoa.org

**ASSOCIATION COMPLAINT FORM**

Pursuant to Chapter 29 of Title 55 of the Code of Virginia, the Board of Directors (Board) of the Apple Mountain Lake South Property Owners Association has established this complaint form for use by persons who wish to file written complaints with the Association regarding the action, inaction or decision by the governing board or Association inconsistent with Association bylaws, covenants or applicable laws and regulations.

Legibly describe the complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Please include references to the specific facts and circumstances at issue **and** note the specific Association bylaw or covenant or the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, please attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint.

Which specific rule/law/regulation supports the complaint?

AMLSPOA Bylaw     AMLSPOA Covenant     Virginia law/regulation    Article/Section: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sign, date and print your name and address below and submit this completed form to the Association at the address listed above.

Printed Name	Signature	Date
Mailing Address		
Lot Number	Phone Number	Contact Preference
		<input type="checkbox"/> Phone <input type="checkbox"/> E-mail
		<input type="checkbox"/> U.S. Mail
E-mail Address		

If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at the Office of the Common Interest Community Ombudsman; Department of Professional and Occupational Regulation; 9960 Mayland Drive, Suite 400; Richmond, VA 23233. 804/367-2941 [CICombudsman@dpor.virginia.gov](mailto:CICombudsman@dpor.virginia.gov)

**AMENDED BY THE GENERAL MEMBERSHIP ON:**

**Date: SEPTEMBER 9, 2012**

**Apple Mountain Lake South Property Owners  
Association**

**By: \_\_\_\_\_**

**State of Virginia;  
County of Warren; to-wit:**

**Subscribed and sworn to before me by \_\_\_\_\_,**

**Apple Mountain Lake South Property Owners Association, this \_\_\_\_\_ day of \_\_\_\_\_,  
2012.**

-----  
**Notary Public**

**My Commission Expires: -----**