



Rules and Regulations October 2021

These consolidated Rules and Regulations take the place of any Rules and Regulations which have been issued prior to this date.

1. All use of the Condominium Property shall be in accordance with the provisions of the Declaration, the Bylaws of the Lesner Pointe Condominium Association, Inc., and these rules and regulations.
2. These rules and regulations shall apply to each Unit Owner and his/her family or his/her guests, employees, agents, and lessees or their guests. Unit Owners shall be responsible for the actions of family, guests, employees, agents, and lessees or their guests.
3. Only Unit Owners or Occupants and/or their guests shall be permitted to use the Condominium Property and/or any Common or Limited Common Elements, including the pool, pool bar, and decks of the Condominium Property. Use of these Common and Limited Common Elements shall be subject to the rules and regulations posted from time to time by the Board of Directors of the Condominium. Violation of any of these rules and regulations shall subject the Unit Owner to appropriate sanctions as set from time to time by the Board of the Condominium, including, but not limited to, the loss of any or all privileges to use or enjoy the Common or Limited Common Elements.
4. No sign, advertisement, notice, or other lettering, painting, or decoration, including, without limitation, "For Rent" or "For Sale" signs, shall be exhibited, inscribed, painted, or affixed anywhere on the Condominium Property, including, but not limited to, on or outside of any part of the outside of a Unit or in the windows of a Unit. "For Rent" and "For Sale" signs may be displayed on the special For Sale Board that stands on Page Avenue and may be obtained by contacting the Board-approved vendor.
5. Decorations:
 - A. Seasonal wreaths, seasonal floral sprays, coastal wreaths, or door plaques may be displayed on front exterior doors. An over-the-door hanger shall be used. With the exception of Winter Decorations, nothing shall be attached to the railings of patios or balconies.
 - B. Winter decorations may be displayed on patios/balconies beginning Thanksgiving week through January 7. String Lights/Lighted Displays are allowed, using colored or white lights. Light strings may be gently draped from the handrails or be carefully wound around them. All decorations must be secured safely and prepared for high winds. Nothing may be attached to the cedar siding or to the HardiBoard siding by any means. Patio/balcony decorations shall be turned off by 11 PM. Strobe lighting effects, blinking lights, inflatable decorations and added sound or music are not allowed.

6. The outside of all window coverings within all Units, including shades, drapes, mini-blinds, blinds, or other decorative furnishings, will be white or of such other common color or shade as may be determined by the Board. Blinds and other window coverings must be kept in good repair. Ornaments such as sun catchers or stained glass are not allowed on the windows.
7. Decisions about all improvements to, maintenance of, and landscaping of the Common Elements shall be the responsibility of the Board. No improvements, including planting or landscaping, may be constructed on the exterior of the Building or Limited Common Elements or on the Property without the prior written consent of the Board. Such prohibited improvements or alterations shall include, but not be limited to, any additional buildings, terraces, patios, sidewalks, driveways, walls, fences, trellises, awnings, windows, doors, screens, jalousies, or patio/balcony enclosures.
8. Laundry, rugs, bathing suits, and other articles shall not be hung from the windows, patios/balconies, decks, fences, or any exterior portion of the buildings at any time. No one shall shake out rugs, mops, or other items from the patios/balconies, doors, or stairways.
9. Patios/Balconies/Doorways
 - A. Unit Owner/Occupants may not have planter boxes outside their windows. Planters may not be attached to the railings of patios or balconies. Trellises are not permitted on patios or balconies. No hanging, trailing, or flowering growth may extend outside the patio/ balcony area.
 - B. Patios/balconies shall be kept neat and clean. Patio/balcony style furniture, gas or electric grills, and planters with plants as described above are the only items that shall be kept on patios/balconies.
 - C. All units in Building 3150 and all 2nd and 3rd floor units in Buildings 3159, 3167, 3232, and 3236 must restrict tanks for gas grills to a one pound (1 lb.) tank or choose to use an electric grill.
 - D. A maximum of two (2) personal planters or statues, neutral in color, may be placed in the immediate doorway of a Unit. The planters shall not contain artificial flowers. Any plant that trails on the carpet or climbs up the walls is specifically prohibited. Flowering plants are permitted as long as they are well maintained. Dead flowers and plants must be removed promptly. Tables and other decorative items are not permitted in doorways or in the hallway.
 - E. Community planters and statues are the responsibility of the Association. The Board or its designated Committee directs their placement and maintenance. They shall not be moved by the residents.
 - F. Doorways and hallways shall remain clear of all personal articles (shoes, beach chairs, etc.). Doormats shall be of an exterior type.
10. The sidewalks, entrances, hallways, corridors, passages, and driveways may not be obstructed or encumbered or used for any purpose except for those items included in Rule #9 as they are ingress to and egress from the Unit and/or the portions of the Common Elements designated for parking.

11. Individual television and/or radio antennas may not be attached to the buildings.
12. All Common Elements and Limited Common Elements must be kept reasonably clean and free from unsightly objects. All tools, sporting equipment, and other personal articles and equipment must be kept within the Unit. No personal property shall be parked, stored, locked to, and/or placed in the hallways, stairwells, Common Elements and/or parking lot. Any damage to the Common Elements or Limited Common Elements must be repaired at the Unit Owner's expense.
13. Bicycles may be stored at the Unit Owner's/Occupant's risk in the bicycle racks on the ground floor of each building. Such bicycles must fit in the rack and must not obstruct the hallways in any manner. Bicycles must be registered with the Association and have a current Lesner Pointe Condominium Association decal attached to them. Bicycles that cannot be ridden must be removed from the premises. Bicycles or other personal property wrongfully parked, stored or locked to portions of the Common or Limited Common Elements shall be subject to removal or confiscation.
14. No gasoline or other hazardous substance other than propane may be stored in or on any portion of a Unit or in or on the Common or Limited Common Elements. No open flame of any type is permitted on the patios/balconies. Charcoal grills are not allowed.
15. All persons shall reduce noise levels between the hours of 10:00 PM and 8:00 AM so that occupants of the Units will not be disturbed. Unnecessary noises shall be prohibited at all times. This includes, but is not limited to, the playing of loud music or making of other loud noises which are audible to others outside of the unit or vehicle from which the music or noise is emanating. Loud music or other noise shall be prohibited in and around the pool area, the pool bar, and any other areas of the Condominium Property. Association Committees will observe these rules when they schedule community events.
16. Parking:
 - A. The Board may establish rules, requirements, decal use, parking passes, guest passes, etc. as needed to control and secure the parking areas within the Association. All vehicles shall be subject to such further regulation as set by the Board from time to time as necessary to control and secure the parking areas for the Association.
 - B. Only those vehicles owned by the Unit Owner/Occupant shall have a valid Lesner Pointe Condominium decal displayed in the manner set by the Board.
 - C. Parking spaces are assigned to a Unit and may only be used by the Unit Owner to whom assigned and sponsored visitors of the Unit Owner, e.g., the Unit Owner's tenants, guests, employees, or agents. Other vehicles may be towed by the Unit Owner or the Board at the expense of the owner of the vehicle.
 - D. All vehicles to be kept in the Condominium parking area must display a current license plate, a current safety inspection sticker, and may have a valid Lesner Pointe Condominium Association decal. No boats, trailers, campers, recreation vehicles, buses, motor vehicles (other than those of a private passenger type), nor any similar vehicles or junk cars shall be kept on the Property. The vehicles must be in good operating order which includes but is not limited to no leaking fluids, flat tires, broken glass, etc. Once notified, the Owner of the vehicle will have 48 hours to repair the vehicle, or it may be towed from the premises without further notification.
 - E. Commercial trucks, vans or service vehicles may not be parked on Condominium Property overnight.

- F. Vehicles, except those parked in an assigned space, that are not operated on a regular basis shall be parked in an area designated by the Board. Other vehicles may be towed by the Unit Owner or the Board at the expense of the Owner of the vehicle.
 - G. Unit Owners who have leased their Units shall relinquish their parking space and privileges to the Occupants of their Unit for the period that the lease is in effect.
17. Unit Owners/Occupants may wash their cars in their assigned spaces after 10:00 AM and before sunset. Commercial car washers and detailers may work only in the Common Area Parking Lot immediately adjacent to the dumpster. No automotive repair or any other mechanical work may be performed on the Condominium Property at any time.
18. Watercraft:
- A. Unit Owners/Occupants must register small, portable watercraft with the Association's Management Company. The Owner of the watercraft shall assume full responsibility for any damage to the watercraft, for any damage to the Association's Common Property, or for personal injury or damage caused by the watercraft.
 - B. Watercraft may be stored at the Unit Owner's/Occupant's risk immediately adjacent to the wooden boardwalk that runs parallel to the Bay on the Bay side. The watercraft may not extend above the level of the boardwalk and must be properly affixed to the side of the boardwalk.
 - C. Watercraft may not be stored on patios/balconies or in the Community building hallways.
 - D. If the watercraft is deemed a nuisance or if the Unit Owner/Occupant violates city codes, the Board may withdraw permission for the storage of such watercraft.
 - E. Jet skis may not be stored on the Condominium Property at any time.
19. Garbage/Trash:
- A. Garbage/Trash may not be left in the Common Element (hallways) at any time. All garbage, trash, and rubbish must be stored within the Unit until it is taken to the dumpster.
 - B. Unit Owners/Occupants must observe all posted signs in the dumpster area.
 - C. Unit Owners are responsible for ensuring that contractors do not deposit trash/debris from homeowner projects in the Association's dumpsters or anywhere on the Common Elements.
20. No trash, cigarette or cigar butts shall be discarded in or on the Common Elements or Condominium Property.
21. The Board and its authorized agents are authorized to enter any Unit at any reasonable time in order to accomplish emergency repairs to the Common Elements and the Units as necessary. When time allows, the Board and its agents will attempt to notify the Unit Owner or the Unit Owner's agent before entering the premises.
22. No illegal activity shall be carried out upon any part of the Condominium Property. Activities that become an annoyance or a nuisance to the Unit Owners or that in any way interfere with the quiet enjoyment of any Unit Owner or that shall increase the rate of insurance carried by the Association shall be prohibited.
23. No skating, skateboarding, bicycle riding, use of recreational non-motorized scooters,

playing of sports, games or similar activities shall be permitted at any time in the parking area, sidewalks, hallways, pool deck or boardwalk. Unit Owners/Occupants may use skates, skateboards, non-motorized scooters, or bicycles ONLY for ingress and egress on a direct route from the Unit Owner's/Occupant's Unit to the exit gate of the Community Property and the entrance gate to the Unit Owner's/Occupant's Unit when returning. A slow, reasonable pace must be used.

24. No person shall use, traverse, or occupy any portion of the roof of any building or the attic space of any building without the prior written consent of the Board.
25. No employee of the Association shall perform any personal services for any individual Unit Owner, guests, employees, agents, or tenants while on duty unless such services are approved by the Board.
26. Pets
 - A. No pets shall be allowed in leased Units except with the specific approval of the Board.
 - B. Unit Owners shall be allowed to keep no more than one (1) nonaggressive dog, which shall be registered with the Association's Management Company.
 - C. Aggressive breed dogs and their mixes are not allowed. The Centers for Disease Control and Prevention and the HOAleader.com, "*Pets at Condos and HOAs: Best Practices for the Challenges that Come with Residents' Animals*" lists were used to define aggressive dog breeds as follows: Akitas, American Bulldogs, American Pit Bull Terriers, American Staffordshire Terriers, Boxers, Cane Corso, Chow Chows, Doberman Pinschers, German Shepherds, Great Danes, Huskies, Malamutes, Mastiff Breeds, Pit Bulls, Rottweilers, Staffordshire Terriers, and Wolf Hybrids.
 - D. Pets shall not be kept, bred or used for any commercial purpose. Other approved pets include cats, aquarium fish, gerbils, hamsters, and small caged birds. No other type or kind of pet is permitted without Board approval.
 - E. Unit Owners are responsible for compliance with all applicable city, state and federal statutes, ordinances, and administrative regulations as well as these pet rules.
 - F. Pets shall not be permitted outside of the Unit Owner's Unit unless attended. Pets shall be kept leashed and under the control of their owner whenever they are outside the Unit. Pets shall not be allowed to run free or unleashed at any time, or to otherwise interfere with the rights, comfort, or convenience of other residents. Unattended pets shall not be allowed on patios/balconies.
 - G. The only passage Lesner Point Unit Owners have to the beach is through the pool area; therefore, Unit Owners may walk a single dog, on a leash, through the pool area to and from the beach. It must be an immediate walk through with no loitering within the pool area. It can only occur during the times the City of Virginia Beach allows dogs on the beach. Dogs may not be on the beach from 10 AM to 6 PM beginning the Friday before Memorial Day extending through Labor Day. Dogs may not go through the pool area between 10 AM and 6 PM during this time period.
 - H. Unit Owners may not stop within the pool area when walking their pets through or spend any amount of time there (for instance sitting on the deck or talking with patrons using the pool). The dog must be leashed at all times and kept under constant control by the Owner of the dog so as to not pose a potential danger or nuisance to any other occupants of the pool area. If Unit Owners don't comply, then no one will be allowed to walk their dogs through the pool area for beach access.
 - I. Unit Owners shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pets.

- J. Any damage to the Common Elements or Limited Common Elements must be cleaned and/or repaired at the Unit Owner's expense. If a building requires treatment for flea and/or tick infestation, then the Units with pets within the building may be subject to an additional assessment.
- K. Unit Owners are responsible for a pet of guests who visits their Unit. Such pets are subject to the same restrictions as Unit Owner pets. No pet of guests may stay in the Unit for more than seven (7) days in any one-month period without prior written permission from the Board.
- L. No pet shall be allowed to become a nuisance or create any unreasonable disturbance, which includes but is not limited to:
 - 1. Unruly behavior which may cause personal injury or property damage.
 - 2. Continuous noise (barking, crying) for more than ten (10) minutes.
 - 3. Relieving themselves on any area of the Common Element or Limited Common Element including but not limited to hallways, parking lot, grassy areas, boardwalk, or elevators.
- M. If any pet is deemed a nuisance the Board may, in its sole discretion, require the pet owner to remove the pet with ten (10) days notice.
- N. Any Unit Owner who fails to abide by any of these rules relating to pets shall be subject to charges after notice and a Covenants Hearing, and is also subject to termination of privileges, including, but not limited to privileges to use Common Elements, or the privilege of keeping a pet in the Condominium property.

27. Lease of Unit

- A. No Unit Owner may lease any element of their Condominium except in accordance with the following provisions:
 - 1. No Unit Owner shall lease his/her Condominium Unit for a period of less than one (1) year.
 - 2. No Unit Owner shall lease his/her Condominium Unit except for residential purposes. Each Unit may be occupied by only one family or, if the occupants are unrelated, then there shall be a limit of one (1) person per bedroom.
 - 3. No Unit Owner shall lease his/her Unit unless at least one of the lessees who actually occupy the Unit is a legally responsible adult.
 - 4. The Lessor of any Condominium Unit shall be responsible for any damage to the Common Elements, to an adjoining Condominium Unit, or to any other Property comprising the Condominium caused by the Lessee and/or Lessee's guests. The Lessor shall be responsible for legal fees, court costs, or other costs incurred by the Association in removing a Lessee.
- B. Except as otherwise provided, herein, such lease must be consistent with the Declaration, Bylaws, and these Rules and Regulations and their current amendments. All leases shall be in writing and shall contain, at least the following provisions:
 - 1. The Lessor shall provide a copy and the Lessee shall agree to comply with the same Declaration, Bylaws, and these Rules and Regulations and their current amendments.
 - 2. If the Lessee fails to comply with the provisions of the Declaration, Bylaws, and Rules and Regulations, the Board shall have the power (including the power of attorney to act on behalf of the Unit Owner) to terminate such lease, and/or bring summary proceedings to evict the Lessee in the name of the Unit Owner-Lessor. Any costs incurred therein by the Board, including reasonable attorney's fees, shall be borne by the Unit Owner and subject to collection.
 - 3. The lease may not be modified, amended, extended, or assigned without prior

written consent of the Board.

4. The Lessee shall not sublet the premises or any part thereof without prior written consent of the Board.
 - C. A copy of all leases shall be delivered to the Board and/or the acting Management Company managing the Condominium Property. It shall be kept in the Association's records. Leases made in violation of these provisions shall be voidable at the option of the Board.
 - D. Each Unit Owner-Lessor hereby authorizes the officers and each member of the Board (and hereby appoint each officer and Director as his/her attorney-in-fact) to institute legal proceedings to evict, for cause, any Lessee, in the name of the Unit Owner-Lessor. The members of the Board will make every effort to notify the Unit Owner-Lessor of the reasons for such actions. The Unit Owner-Lessor must investigate, verify, take action, and/or correct the allegations concerning the Lessee in a timely manner.
28. All Unit Owners are required to maintain a temperature of at least sixty-five degrees (65°) Fahrenheit in their Units from November through April. Unit Owners with the Apollo water heater/RAC system must also keep the water heater on (not in vacation mode) during that time. It is the heat from the hot water along with the air handler that heats the Unit. Exceptions will be allowed for repairs, emergencies, or uncontrollable power outages. Unit Owners who are not in residence during the heating season must arrange with a caretaker to check the temperature of the Unit on a regular basis. The Unit Owner whose pipes burst as a result of their failure to comply with this rule will be responsible for all damage caused by the burst pipes to the extent that the damage is not covered by the Association's insurance coverage. This damage includes but is not limited to increased insurance premiums as a result of the claim(s) and any damage over the coverage limit.
29. The following guidelines must be followed by Unit Owners when hiring contractors to perform work within their Units or near any water source or pipes:
- A. Contractors must be licensed, carry Liability Insurance and Workmen's Compensation Insurance.
 - B. Prior to penetrating any wall, floor, or ceiling in order to perform work on or near any water source or pipe, the water to the Unit must be turned off at the water meter box.
 - C. All work and use of equipment by contractors working for Unit Owners must be done within the Unit, its patio/balcony, or the Unit Owner's assigned parking spot.
 - D. Unit Owner is responsible for cleanup of parking spot and is liable for any damages.
 - E. The paved parking area may be used as a space to unroll and cut carpet.
 - F. Contractors may not deposit trash/debris from homeowner projects in the Association's dumpster or anywhere on the Community Property.

Swimming Pool Rules and Regulations (Pool Phone is for Emergency 911 Use Only)

Listed below are rules for conduct at the Lesner Pointe swimming pool. These rules are subject to changes, deletions, or additions by the Lesner Pointe Board of Directors or the Management Organization. All persons using the pool do so at their own risk. The Association assumes no responsibility for any accident or injury in connection with such use, or for any loss or damage to personal property. Individuals using the pool area agree not to hold the Association liable for any actions of whatever nature occurring within the pool area. All residents shall be respectful and responsible for the actions of their family and guests. No individual shall be allowed to become a nuisance or create any unreasonable disturbance at the pool.

1. **NO LIFEGUARD ON DUTY. SWIM AT YOUR OWN RISK.**
2. Persons fourteen (14) years of age and under must be accompanied by a person eighteen (18) years or older while in the pool area.
3. Glass containers and other breakable objects are not permitted in the pool area.
4. No running, diving, pushing, dunking, rough play, or profane language will be permitted.
5. Nudity is strictly prohibited in the pool area.
6. Only swim wear will be allowed in the pool. Cut-offs or other similar street clothes are not considered swim wear.
7. The only passage Lesner Point residents have to the beach is through the pool area; therefore, Unit Owners may walk a single dog, on a leash, through the pool area to and from the beach. (See Rule #26.)
8. No rafts or inner tubes are permitted. Safety floatation equipment is allowed.
9. All persons must shower off sand and sun screening creams prior to entering the pool. The shower is located behind the bar area.
10. No diapered person is permitted in the pool unless waterproof pants or swim diapers are worn.
11. Appropriate identification will be issued and distributed to all residents for use by guests.
12. Unit Owners/Occupants who reserve the bar and grill area may have no more than twenty (20) guests.
13. Music in the pool area must be kept at a noise level so as to not disturb residents in the pool area or in adjacent condominiums. Please keep noise level at a minimum.

Policy Resolution Relating To Violations and Due Process Hearings

1. The Association shall have the power to:
 - a. Suspend a Unit Owner's right to use facilities or non-essential services offered by the Association for nonpayment of assessments which are more than sixty (60) days past due, to the extent that access to the Unit through the common area is not precluded and
 - b. Assess charges against any member for any violation of the Declaration or Rules and Regulations for which the Unit Owner or his/her family members, tenants, guests, or other invitees, are responsible.
2. Before any such charges may be assessed, the member shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors or other tribunal specified in the documents. The process for resolution of a violation includes:
 - a. Notice of violation and terms for correction.
 - b. 2nd Notice of continued violation without mitigation,
 - c. Notice of a Covenants hearing which shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the Unit Owner, at the address of record with the Association at least fourteen (14) days prior to the hearing.

Violations that are not corrected may result in suspension of access to community services, or charges.

The amount of any charges so assessed shall not be limited to the expense or damage to the Association caused by the violation but shall not exceed fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per day for any offense of a continuing nature and shall be treated as an assessment against the Unit Owner's Condominium Unit for the purpose of Section 55-79.84 of the Virginia Code.