

WOODLAND PARK AT LEXINGTON, A CONDOMINIUM

Rules and Regulations

November 10, 2016

WOODLAND PARK RULES AND REGULATIONS

SECTION I **INTRODUCTION**

1. **Applicability.** The Rules shall apply to all Unit Owners, their family members, tenants, guests, and invitees, who shall comply with the Rules as the same may be amended from time to time. Owners are responsible for the actions of their family member, tenants, guests and invitees and for informing such person of and providing them with a copy of the Rules as the same may be amended from time to time.
2. **The Condominium Concept.** Condominium ownership is a relatively new property right which, in effect, combines two older forms of ownership. The Condominium Unit Owner is (1) the sole owner of the portion of the Property which comprises the Unit, and is (2) one of many mutual owners (legally speaking, "tenants in common") of common facilities which service all Units and Common Elements. The individual Unit Owner has an "undivided interest" in the Common Elements, which means that all Unit Owners have a share in the ownership of all Common Elements. An undivided interest gives the Unit Owner the right to shared ownership in the Common Elements (subject to the covenants, conditions, restrictions and easements in the Declaration reserved and Bylaws of the Condominium), and each Unit Owner must also pay that Unit's share of the common expenses. It is the ownership of an undivided interest in the Common Elements which sets the condominium ownership apart from other forms of property ownership.
3. **Authority.** Article III, Section 2(f) of the Bylaws (the "Bylaws") of Woodland Park at Lexington, a Condominium (the "Condominium") provides that the Board of Directors (the "Board") of Woodland Park at Lexington Condominium Association, Inc. (the "Association") may adopt reasonable rules and regulations governing the use and occupancy of the Units and Common Elements in the Condominium and the conduct of meetings of the Association. Accordingly, by resolution effective October 3, 2005, the Board adopted rules to govern the Condominium. Pursuant to the same authority, the Board by resolution effective January 1, 2017, revised the Rules as set forth herein (collectively the "Rules").
4. **Governing Documents.** The Rules should be considered with the Declaration of Condominium and any amendments or supplements thereto (collectively the "Declaration"), the Articles of Incorporation of the Association (the "Articles"), and the Bylaws and any amendments thereto (collectively the "Bylaws"). The foregoing documents are collectively referred to as the "Governing Documents." If any provision of these Rules conflicts with the terms or provisions of any of the Governing Documents, the terms and provisions of the applicable Governing Document(s) shall control.
5. **Association Membership.** Each person who owns a Unit in the Condominium

automatically becomes a member of the Association.

6. **Definitions.** Unless otherwise indicated, defined terms used herein shall have the meaning set forth in the Governing Documents.

SECTION II

USE OF UNITS AND COMMON ELEMENTS

1. **Residential Use.** Except as otherwise provided herein and in the Governing Documents, Units shall be used exclusively for residential purposes.
2. **No Commercial Use.** No Unit shall be used for any in-home business without first obtaining the prior approval from the Board of Directors. An application for any in-home business must be submitted to the Board of Directors listing the type of business activity conducted, a copy of the business license (if applicable), as well as any permits or applications required by the state or the City of Virginia Beach. Each application submitted to the Board of Directors will be reviewed on a case-by-case basis, taking into consideration the overall impact the in-home business will have on the community. The Board of Directors shall have the sole discretion of approving the in-home business based on the information provided by the requesting Unit Owner. The Board of Directors may also request for supplemental information prior to any decision being made. The approval or denial of the in-home business will be sent to the Unit Owner in writing.
3. **Lawful Use.** No improper, offensive or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Condominium shall be complied with by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Condominium, and, if the latter then the cost of such compliance shall be a Common Expense.
4. **Nuisances.** No nuisance shall be permitted to exist in any Unit. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted in any Unit or Common Element, or on any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity.
5. **Hazardous Uses; Waste.** Nothing shall be done or kept on the Condominium which will increase the rate of insurance applicable for permitted uses for other Units, the Common Elements or any part thereof without the prior written consent of the Board, including, without limitation, any activities which are unsafe or hazardous with respect to any person or property. No person shall permit anything

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to be done or kept in the Condominium which will result in the cancellation of any insurance on any other Unit, the Common Elements, or any part thereof or which would be in violation of any law, regulation or administrative ruling. No vehicle of any size which transports inflammatory or explosive charge may be kept or driven on the Condominium at any time. Each Unit Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, toxic wastes and other environmental contaminants (collectively, the "Hazardous Materials"). No Unit Owner shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about such Unit Owner's Unit, the Common Elements, or any portion of the Condominium, or transport to or from any portion of the Condominium any Hazardous Materials except in compliance with the Environmental Laws. No waste shall be committed on the Common Elements.

6. **Emissions.** There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere except for normal residential chimney or BBQ grill emissions and no production, storage or discharge of Hazardous Materials on the Condominium or discharges of liquid, solid wastes or other environmental contaminants into the ground or any body of water.
7. **Noise.** There will be quiet time from 11:00 pm to 7:00 am. All unnecessary loud or disturbing noises between these hours is to be avoided, including, but not limited to, loud greeting to arriving guests, bidding good night to departing guests, yelling, screaming, loud music or audio equipment, loud knocking or slamming of condo doors or car doors, and running noisy appliances
8. **Obstructions.** No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owners store anything upon any of the Common Elements without the approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Directors.
9. **Common Elements.** The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units. The improvements located on the Common Elements, if any, shall be used only for their intended purposes. Except as otherwise expressly provided in the Governing Documents, no Unit Owner shall make any private, exclusive or proprietary use of any of the Common Elements without the prior written approval of the Board and then only on a temporary basis.

SECTION III **LEASING**

The Declaration contains restrictions in Article VI regarding the renting and leasing of Units. Pursuant to Section 5 of Article VI the Board of Directors shall have the authority to adopt reasonable Rules and Regulations regarding procedures associated with leasing of Units and the administration of the requirements set forth herein. Such Rules and Regulations may include, but are not limited, to administrative fees to be paid by a Unit Owner-Landlord, payment of maintenance and repair costs, if any, associated with negligent or reckless conduct by Tenant(s) and wait list procedures.

1. **Rental Procedures**

- A. Any Unit Owner intending to lease the Unit shall submit a written request to the Board of Directors indicating the Unit Owner's intent to lease the Unit. The Unit shall not be leased until the Board of Directors responds with written permission to lease the Unit. The Board of Directors shall respond within fifteen business (15) days of the written request of the Unit Owner. Permission will be based solely on the applicable provision contained in the Declaration and all Amendments thereto.
- B. If the maximum number of Units is leased at the time of the request, Unit Owners will not be granted permission to lease the Unit, and will be placed on a waiting list and notified by the Association Manager when a leasing slot is available. The lease waiting list will be maintained by the Association Manager and the Board of Directors.
- C. Upon being notified of an available lease position, the Unit Owner will have sixty days (60) to enter into a lease. If no lease is acquired within sixty (60) days, then the Unit Owner will forfeit his position and, if the Unit Owner wishes to remain on the list, the Unit Owner shall submit a new written request to the Board of Directors. Upon notification of eligibility to lease unit the unit owner has 10 business days to respond with their decision to accept or pass on the opportunity to lease their unit.
- D. Within two (2) business days after execution of a leasing agreement, the Unit Owner shall submit a copy of the lease to the Association Manager, along with a list of all occupants and vehicle information of the Unit.
- E. All copies of the association rules and parking passes shall be available at the office of the Association within two (2) business days after receipt of the executed lease. Unit Owners and previous tenants must surrender parking and guest passes.

2. **Approval Process**. No homeowner may lease their condo without approval from the Board of Directors and in accordance with the following provisions:

- A. No lease shall be for a period of less than twelve months.

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- B. No Unit shall be leased for any purpose other than residential use.
- C. No Unit Owner may lease less than the entire unit.
- D. A true copy of each lease must be delivered to the Association Manager for Association's records within ten (10) days of date on the agreement. Any agreement with an outside property manager/real estate agent which will effect whom the association is to contact for problems must also be delivered to the Association Property Manager. All leases must be accompanied by the Community Association Agreement which is an addendum to the lease.

Unit Owners are responsible for providing a copy of the Rules and Regulations to a tenant (Article VI, Section 3), however if requested by the Unit Owner, the Association Property Manager may provide a copy of the Rules and Regulations to each lessee.

- E. Failure to comply with any of the leasing rules and regulations shall be deemed a violation of the governing documents subject to any and all remedies available to the Association, including the assessment of violation charges..
 - F. The water bill will remain in the name of the Unit Owner and will be sent to his attention at his forwarding address or property manager on record. It remains the Unit Owner's responsibility to ensure that the water bill is paid on time. Failure to ensure timely payment of the water bills shall be deemed a violation of the governing documents by the Unit Owner who will be subject to the Association's delinquency/collection procedures.
 - G. When the tenant vacates the property, the Unit Owner may continue to rent the property without going on the waiting list as long as a new tenant signs a lease within 60 days of the previous tenant departure.
 - H. The waiting list to lease is maintained at the office of the Association Property Manager.
- 3. **Unit Owner/Tenant Responsibility.** The Association and the Association Manager will deal only with the Unit Owner or his authorized agent except in the case of an emergency. Tenants are to contact the Unit Owner (i.e. landlord) or the Unit Owner's Property Manager not the Association Property Manager for any problems. **Absolutely no alterations will be approved unless submitted by the Unit Owner.**
 - 4. **Hardship Waivers.** According to the Woodland Park Declaration, a Waiver is a specialized lease granted solely at the discretion of the current Board of Directors to a Unit Owner after the maximum number of leased units has been met. It is granted on an individual basis and permitted only upon a showing by the Unit Owner of a hardship which will result from the Board's denial of the lease request.

It is the responsibility of the Board of Directors to decide whether the hardship expressed by the Unit Owner is legitimate.

- A. Hardship waivers must be submitted to the Association Manager at least sixty (60) days prior to intended rental date for consideration by the Board. Unit Owner must provide a detailed explanation as to the reason for the waiver request. Waivers, if approved and granted by the Board, will be limited to a 2 year lease period with a possible one (1) year extension upon approval by the Board each additional year, after the initial lease expires.
- B. If a waiver is granted, the Unit Owner will also be placed on the lease waiting list which may lead to a permanent lease slot should one become available during the waiver period.

SECTION IV

USE RESTRICTIONS AND REGULATIONS

- 1. **Litter.** It is prohibited to litter or deposit debris on the Common Elements.
- 2. **Dryer Vent Cleaning.** Every two (2) years beginning in the year 2017, Unit Owners shall be required to have their dryer vents professionally cleaned. By October 31st of every odd year beginning in 2017, every Unit Owner must provide a copy of the receipt and proof of service confirming that the dryer vent has been professionally cleaned.
- 3. **Moving.** Owners and/or tenants who are moving in or out of the Condominium must do so between the hours of 9:00 a.m. and 9:00 p.m.

Sale of Unit. Virginia law requires sellers of residential property to make certain disclosures to the purchasers. Upon the Unit Owner's request, the Association will provide a disclosure packet as required by the Condominium Act. The Association charges fees for providing the disclosure packet as permitted by the Condominium Act.

- 4. **Seasonal Decorations.** Approval for seasonal decorations is not required so long as such decorations meet the following criteria:
 - A. The decorations do not make any sound.
 - B. No windsocks or wind devices may be displayed in the front of a unit regardless of the holiday or event.
 - C. Seasonal/holiday decorations may be displayed no sooner than four (4) weeks before and removed no later than two (2) weeks after season/holiday.
 - D. No exterior decorations or holiday lights may be attached to the roof or to the exterior of the building. If attached to the gutters, only the hooks designed for

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this purpose may be used. At no time should nails, staples, etc., be used to attach lighting or other decorations that penetrate the building surface. Any damage to the building will be assessed to the unit owner where the damage occurred. No exterior lighting is allowed above the roof line of the building. No unit owner or resident is authorized to go onto the roof in order to attach said lights.

- E. No exterior lighting may be flashing or blinking after 11pm.
 - F. Any holes dug (or other destruction) in the common grounds during the display of outdoor decorations must be replaced and the grounds returned to the prior condition at the unit owner's expense after the decorations have been removed.
 - G. Inflatable decorations or plastic statues will be allowed on the common grounds. Such items must be securely fastened. Any damage caused must be repaired at owner's expense.
 - H. All decorative items must be in good condition.
 - I. Any damage inflicted due to seasonal decorations shall be repaired at the Unit Owner's expense.
5. **Solicitation**. All door-to-door commercial solicitation is prohibited.
6. **Trash Removal**. The Association provides the trash removal service for the Condominium. All trash must be contained in sturdy plastic bags that are securely fastened. If you have large or bulky items to dispose of, you must make arrangements with the contracted trash removal service for pickup of these items at a charge to the unit owner. Any bulky items contracted by the Unit Owner for waste removal shall not be placed on the curb more than 24 hours prior to the scheduled pick-up and must be removed within 24 hours of being placed on the curb for pick-up. Waste receptacles must be stored within the garage, or on the patio behind the fence. Waste containers shall not be placed at the street any earlier than 5pm on the evening before scheduled trash pickup day and must be removed and placed in the garage or within their patio area by 11:59 pm on the scheduled trash pickup day.
7. **Satellite Dishes**. Satellite dishes, antennae and similar devices for the transmission of television, radio, satellite, or other signals of any kind may only be installed in accordance with Federal Regulations as follows:
- A. Antennae or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter.
 - B. Antennae or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement.

- C. Antennae or satellite dishes designed to receive television broadcast signals which are one meter or less in diameter ("Permitted Devices").
 - D. Permitted Devices may only be placed in areas within the exclusive use and control of the Unit Owner.
 - E. Prior to installing the antennae or satellite dish, the Unit Owner must notify the Association at least 72 hours in advance of the scheduled installation of the anticipated installation location to ensure said installation is within the Unit Owner's exclusive use and control. If the Unit Owner has a tenant who wishes to install an antennae or satellite dish, the Unit Owner shall be responsible for ensuring his or her tenant complies with these rules regarding installation. It remains the Unit Owner's responsibility to notify the Association of any such installation in accordance with this section.
 - F. All Unit Owners shall remove the antennae or satellite dish at the conclusion of the leasing agreement and/or prior to conveyance of the Unit. The Unit Owner shall also make any repairs to areas damaged or altered and make all efforts to ensure such areas are brought to their original condition.
8. **Window Treatment.** Drapes and other window treatments (such as blinds or shutters) must have a white lining or white backing.
9. **Hoses.** Except when in use, hoses shall be stored in a neat and orderly fashion within a hose retainer.
10. **Ornamentation.**
- A. No windsocks, banners, or statues are permitted to be placed outside the fenced in patio area and may not be visible from outside the patio area.
 - B. Only one decorative American flag may be displayed on the front of any Unit. Such flag must be displayed in accordance with the Federal Flag Code, Public Law 94-344 (94th Congress, S.J. Res.49). The flag will not count as a patio item. The size shall not exceed 3' X 5'. One small seasonal garden flag not to exceed 11 inches by 15 inches may be displayed in the front (or side) bedding area of a Unit. All flags must be kept in good repair. No flags allowed in windows.
 - C. No more than four (4) planters can be placed in the front of a Unit. No empty planters are allowed and all plants/flowers must be in good condition.
 - D. No more than three (3) items of furniture can be placed in the front of a Unit and such placement must be on a porch. All furniture must be outdoor furniture and in like new condition and good repair. No interior furniture is

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allowed.

- E. No screws, nails, or other hardware may be drilled into the Unit siding, wood, brick or vinyl, with the exception of a flag pole holder (see (b) above).

11. Grills.

- A. Storage: Liquid propane (LP) gas grills having a LP-gas container with a water capacity equal to or less than 2.5 pounds (1.14kg) [nominal 1 pound(0.454kg) LP-gas capacity] shall be stored within the fenced patio area(limited common element) associated with each unit. Liquid Propane Grills may not be stored within the Unit including the garage.
- B. Usage: Use of grills must comply with the Virginia Statewide Fire Protection Code, 2012 edition, 308.1.4 (Appendix A attached).
- C. Charcoal grills, smokers, and fire pits (wood and gas) are prohibited within all Units of Woodland Park.

- 12. **Storm Doors.** Storm door installation must be approved by the Board of Directors. Storm doors must be white in color, have full panel glass and nickel hardware. (see Appendix C for acceptable storm doors).
- 13. **Light Fixtures.** Replacement of outdoor light fixtures is the responsibility of the Unit Owner. New fixtures should be similar to those being replaced, and must be approved by the Board of Directors.

SECTION V **PARKING AND VEHICLE RESTRICTIONS**

- 1. **Parking Registration.** Unit owners must ensure that they submit the vehicle information for any resident (including tenants) residing in the Unit to the Association's management company. Upon registration, Unit Owners or Tenants will receive a parking sticker for each vehicle they own. Up to three (3) parking stickers and one (1) guest pass per Unit may be issued at no cost to the Unit Owner.
- 2. **Parking Passes.**
 - A. Vehicles parked in common area parking must display either a current "Woodland Park" resident parking sticker or a guest pass issued by the Association. **Vehicles are subject to towing during the hours of 12:00 midnight until 7:00 a.m. Monday through Thursday and from 2:00 a.m.**

until 7:00 a.m. Friday through Sunday. Failure to properly display the appropriate parking sticker or guest pass while parking in the common areas (roadways and visitor parking) will result in towing of the vehicle at the vehicle owner's expense.

- B. Resident parking stickers will be attached to the back of the rearview mirror, which is the side of the mirror that faces the windshield.
- C. Guest passes shall be hung from the rearview mirror with the printed side facing out (placement anywhere else will result in the vehicle being towed).
- D. Residents may obtain two (2) additional temporary guest passes from the Association's management company during normal business hours, Monday through Friday, 9:00 am 5:00 pm. Guest passes are valid for the time indicated on the guest pass (not to exceed 14 days). Any vehicle displaying an unauthorized or expired guest pass shall be subject to towing at the vehicle owner's expense.
- E. A charge of \$15.00 shall be imposed for replacement resident parking stickers.

3. **Parking Regulations and Towing.**

- A. There is a limited amount of common area parking within the Association.
- B. Parking or storage of boats, trailers and all vehicles other than licensed, operable private passenger vehicles within a Unit or the Common Elements is prohibited unless they are garaged. Except for emergency repairs and maintenance performed in an enclosed garage, no Unit Owner shall repair or restore or permit others to repair or restore any vehicle upon any portion of the Condominium. No junk or derelict vehicles or other vehicles on which current license plates or inspection stickers are not displayed shall be kept upon any portion of the Condominium except within closed garages.
- C. Commercial vehicles may be parked in common area parking, provided they display either advertisement of their company on the vehicle or if they tape a business card to the front windshield of the vehicle. This shall be permitted only between the hours of 7:00 am to 6:00 pm, Monday through Sunday.
- D. Complaints regarding the parking of vehicles should be directed to the Managing Agent.
- E. Residents are not authorized to park in designated visitor parking spaces. Vehicles displaying a permanent resident sticker and parked in a designated visitor parking space are subject to towing at the vehicle owner's expense.
- F. Vehicles subject to towing without notice include:

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- i. Vehicles parked in a NO PARKING ZONE as marked with yellow paint or fire lane, double parked or otherwise blocking throughways, parked parallel to sidewalks so as to be blocking the sidewalk, or causing an emergency situation.
- ii. Vehicles parked on any landscaping, including, but not limited to, grass, straw, and shrubs.
- iii. Vehicles parked perpendicular to the driveway or in a manner that blocks the entire sidewalk.

SECTION VI **PET GUIDELINES**

The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of orderly domestic pets is permitted subject to the Rules and Regulations adopted by the Board of Directors. Such pets shall not be permitted upon the Common Elements unless accompanied by a person and attached to a leash under the direct, physical control of the Unit Owner. Any Unit Owner who keeps or maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Condominium, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be licensed and inoculated as required by law. All pet owners are responsible for picking up and properly disposing of all pet waste. Animal waste must be disposed of within pet waste receptacles throughout the neighborhood, or owner's waste receptacle. Failure to do so is a violation of the rules and regulations and charges may be assessed.

SECTION VII **DUE PROCESS**

1. **Violation of Governing Documents.** Courtesy and cooperation among residents are a must for community living. When complaints involve your neighbors, it is most often best to simply discuss the problem with them. Should the complaint remain unresolved or if you feel uncomfortable talking to your neighbor, please contact the Managing Agent to request assistance. The complaint filed with the Managing Agent should be in writing and should document the problem as thoroughly as possible. The Managing Agent will attempt to resolve the problem informally. Final recourse is available through the Board which will schedule a panel to hear the complaint.
2. **Informal Procedures for Violations of the Governing Documents.**

- A. Noncompliance with the Governing Documents maybe noted by a resident, a Unit Owner, or member of the Association or by a city/county employee acting in an official capacity by initially reporting in writing to the Association (or Managing Agent, if one has been retained). Such notice shall specify the time, date, place and nature of the violation.

Upon receipt of such notice, the Association (or the Managing Agent, as the case may be) shall attempt to secure compliance by phone call, personal contact or by sending notice to the Unit Owner and, if applicable, the resident stating the time, date, place and nature of violation to be corrected and notice that noncompliance repetition or such violation may result in imposition of sanctions, charges and/or legal action after notice and hearings by the Board. A record of this action and a copy of all notices sent by the Board or Managing Agent and any correspondence relating thereto shall be kept in the Association files, and may be sent to the Association's legal counsel.

3. **Formal Procedures for Violations of the Governing Documents.**

- A. The filing of a formal complaint with the Board shall initiate the formal procedures set forth below. No Unit Owner may file a complaint unless the informal procedures set forth in paragraph (a) above have been exhausted and such violation was not corrected within the time period specified therefore in the notice sent by the Board or Managing Agent. The Complaint shall identify the specific provisions of the Governing Documents which the Unit Owner or resident is alleged to have violated or be in violation of, shall contain allegations of fact sufficient to support a finding of such violations, and shall, to the extent possible, specify the times, dates, places and persons involved and shall submit in writing the information listed above along with a description of the informal attempts already utilized to resolve the complaint.
- B. Every resident or Unit Owner accused of a violation shall receive notice from the Association stating that a complaint has been filed and describing the general nature of the complaint. Before any disciplinary action is taken against such resident or Unit Owner, the resident or Unit Owner who is the subject of a formal complaint shall have the opportunity to be heard and represented by counsel before the Board. Notice of a hearing shall be hand delivered or mailed by certified mail, return receipt requested, to the Unit Owner and, if applicable to the resident, at the address(es) of record with the Association at least fourteen (14) days prior to the hearing. If, after the hearing, the Board determines that a violation of the Rules and/or Governing Documents has occurred, the Board shall have the power to assess charges against any Unit Owner for any violation for which the Unit Owner or the Unit Owner's family members, tenants, guests, or other invitees are responsible. The amount of any charges assessed by the Board shall be up to 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 a special assessment against the Unit Owner's Unit. The Association shall also have the authority to suspend

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non-essential privileges for assessments that remain unpaid for more than 60 days. The foregoing remedies are in addition to any remedy the Association may seek through the legal process.

**WOODLAND PARK AT LEXINGTON
CONDOMINIUM ASSOCIATION, INC.**

UNANIMOUS VOTE OF THE BOARD OF DIRECTORS

These Rules and Regulations were approved by the Woodland Park Board of Directors at the November 10, 2016 Board of Directors Meeting.

The effective date of these Rules and Regulations is January 1, 2017.

We attest to this effective November 10, 2016:



Michael Tkach President



John Lazzari - Vice President



Laurie Jackson - Treasurer



Daryl Waldrop - Secretary



Donna Gatling - Director

WOODLAND PARK AT LEXINGTON

CONDOMINIUM ASSOCIATION, INC.

December 28, 2016

To: Woodland Park at Lexington Condominium Association Owners
From: Woodland Park at Lexington Board of Directors

Dear Woodland Park Homeowners,

You were recently mailed a copy of the new Woodland Park Rules and Regulations. Due to a printing error Appendix A was not included in the mailing. Enclosed you will find Appendix A regarding the use of grills in Woodland Park. Please review the appendix and place with your new Rules and Regulations.

If you have any questions you may reach management at 757-646-6247 at extensions 110 or 114. You may also email at sbagert@thinkpma.com or hdaniels@thinkpma.com.

Sincerely,

Board of Directors
Woodland Park at Lexington Condominium Association



City of Virginia Beach

FIRE PREVENTION BUREAU
(757)-385-4228
FAX (757) 385-5676
TTY: 711

VBgov.com
MUNICIPAL CENTER
BUILDING 21
2408 COURTHOUSE DRIVE
VIRGINIA BEACH, VA 23456-9065

Attention Association Boards, Property Management Companies, and Citizens:

Here are the code sections that pertain to the **use of open flame cooking devices**, either charcoal or LP Gas fed devices. Fire pits and heaters are addressed in other sections; if you need information regarding these devices please contact our office.

Virginia Statewide Fire Prevention Code 2012 Edition

308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family *dwelling*s.
2. Where buildings, balconies and decks are protected by an *automatic sprinkler system*.
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2 1/2 pounds
[nominal 1 pound (0.454 kg) LP-gas capacity].

These code sections may appear confusing so I will separate the issues for you. 308.1.4 addresses the **use** of any device on a balcony or near combustible construction. Unless any of those three exceptions are in effect, an open flame cooking device can't be used on a combustible balconies or near combustible construction.

1. Single family homes (1 and 2 family dwellings) are exempt, **condos and apartments are multiple family dwellings and are not exempted.**
2. If a balcony or deck is protected by sprinkler system then an open flame cooking device can be **used** on a combustible balcony and/**or closer** than 10 feet to the building.
3. If you have a LP Gas cylinder that only has a 1 lb. capacity, such as a camping cylinder, then that is acceptable to use with a device that is designed for that size cylinder. Water capacity is completely different from gas capacity, so a 1 lb. gas cylinder has a water capacity of roughly 2.5 lbs.

Here are the code sections **relating to the cylinder**. The Virginia Statewide Fire Prevention Code (VSFPC) has many reference codes for various processes and activities. In the 2012 VSFPC, NFPA 58 2011 edition is referenced.

NFPA 58 2011 Edition – Liquefied Petroleum Gas Code

6.20.11.2 Cylinders having water capacities great than 2.7 lbs. (1kg) [nominal 1 lb. (.05kg) LP-Gas capacity] shall not be located on decks or balconies of dwellings of two or more living units above the first floor unless they are served by exterior stairways.

8.3.5 Storage Within Residential Buildings. Storage of cylinders within a residential building, including the basement or any storage area in a common basement of a multiple family building and attached or detached garages, shall be limited to cylinders each with a maximum water capacity of 2.7 lb (1.2kg) and shall not exceed 5.4 lb (2.4 kg) aggregate water capacity per each living space unit.

The first section, 6.20.11.2 states that an occupant cannot have a cylinder larger than 1 lb. on a balcony or deck above the first floor unless that same balcony has a separate egress. The separate egress must be from that balcony or deck, not back through the dwelling.

The second section states that occupants cannot store cylinders in multi-family residential buildings unless they are 1 lb. cylinders, with a maximum of two cylinders of that size.

There are no city ordinances that address these issues because they are already in the fire code and NFPA 58.

Attention

Associations and management companies may prohibit
the use of grilling appliances in various communities.

They can impose more strict regulations than the Fire Code.

Please contact our office with any questions.

Main: 757-385-4228

Email: VBFMO@VBGOV.COM

Sincerely,

Claiborne F. Cofer
Battalion Chief
Fire Marshal
Virginia Beach Fire Prevention Bureau
Municipal Center- Building 21
2408 Courthouse Dr., Virginia Beach, VA. 23456