WOODLAKE COMMUNITY ASSOCIATION (WCA)
Monday-Friday, 8:30am-1pm and 2pm-5:30pm
14900 Lake Bluff Parkway, Midlothian, VA 23112
Phone 739-4344 • Fax 739-5157 • www.woodlakeonline.com
Boat House – Summer Weekends & Holidays Only - Phone 739-6042

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<tr>
<th>STAFF MEMBERS</th>
<th>PHONE 739-4344</th>
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<tbody>
<tr>
<td>Community Manager</td>
<td>Julie Joyner</td>
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<tr>
<td>Accounting Manager</td>
<td>Lyn Hornick</td>
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<td>Community Services Manager</td>
<td>Cindy McVey</td>
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<td>Community Standards Manager</td>
<td>Brian Hoyle</td>
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<tr>
<td>Administrative Assistant</td>
<td>Dawn Desper</td>
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<td>Volunteer &amp; Special Projects Coordinator</td>
<td>Gail Fenske</td>
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<tr>
<th>BOARD OF DIRECTORS</th>
<th>ADDRESSES &amp; PHONE NUMBERS</th>
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<tr>
<td>President</td>
<td>George Rogerson</td>
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<td>Vice-President</td>
<td>Sharon Markowski</td>
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<td>Secretary</td>
<td>DelRio Walkey</td>
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<td>Treasurer</td>
<td>Mark Riblett</td>
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<td>Director</td>
<td>David Faulkner</td>
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<td>Director</td>
<td>Brian Krezel</td>
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<td>Director</td>
<td>Ray Turcan</td>
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<th>WOODLAKE AREA PHONE NUMBERS</th>
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<td>Boyce’s Cove Condominiums - Managed by ACS</td>
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<td>Water Pointe Apartments &amp; Woodlake Village Apartments</td>
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<td>Water Pointe I Condominiums – Managed by ACS</td>
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<td>Water Pointe II Condominiums - Managed by AE Management</td>
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<td>Woodlake SRC – Aquatic / Fitness Center</td>
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<td>- Swim &amp; Racquet Club</td>
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<td>- Billing questions for AFC &amp; SRC</td>
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<td>- Membership Office</td>
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<td>Woodlake United Methodist Church</td>
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EMERGENCY NUMBERS

FIRE, POLICE, RESCUE SQUAD....................................................... 911
POISON CONTROL CENTER......................................................... 828-9123
Non-Emergency Number for Police Department ....................... 748-1251
Non-Emergency Number for Fire Department ......................... 748-1431

CHESTERFIELD COUNTY GOVERNMENT  www.chesterfield.gov

Animal Control (Dog Licenses) ...................................................... 748-1683
Answer Line.................................................................................. 751-4636
Board of Supervisors – Matoaca District ..................................... 748-1211
Personal Property Tax (vehicles, boats)....................................... 748-1281
Voter Registration........................................................................ 748-1471

SCHOOLS & DAY CARE

Clover Hill Elementary - K-5  739-6220  Goddard School............. 739-8081
Woolridge Elementary - K-5  739-6330  Minnieland .................. 639-2401
Tomahawk Middle - 6-8...... 378-7120  Woodlake Child Dev. Ctr... 739-3709
Cosby High - 9-12............. 639-8340  Millwood School priv. K-10 639-3200

STATE GOVERNMENT

Dept. Game & Inland Fisheries - Boat Registration – Toll Free... 1-877-898-2628
Dept. of Motor Vehicles (DMV) – 610 Johnston-Willis Drive ...... 804-479-7100
Dept. Of Transportation (VDOT) – Chesterfield Residency ...... 1-800-367-7623

UTILITIES – CUSTOMER SERVICE & REPAIRS

Miss Utility (Call Before You Dig).................................................. 811
Electricity – Dominion VA Power Customer Service & Repair.... 1-888-667-3000
Internet, Phone, TV - Comcast Broadband Internet, phone, TV.. 266-1900
- Verizon FIOS Internet, phone, TV ........... 1-888-839-5006
- Verizon local phone, DSL Internet........... 954-6222
- Verizon local phone repair .................. 1-800-275-2355
Gas – Columbia Gas of VA - Customer Service & Repair ...... 1-800-543-8911
- Gas Emergencies........................................ 1-800-544-5606
Recycling – Central Virginia Waste Management ................. 340-0900
Water & Sewer – Chesterfield County Customer Service....... 748-1291
– Night & Weekend Emergencies......................... 748-1310

OTHER HANDY NUMBERS

US Post Office – Genito Station .................................................. 639-3475
Newspaper – Richmond Times-Dispatch................................. 644-4181
Chesterfield Observer............................................................... 545-7500
Welcome To Woodlake Community Association

As a Woodlake property owner, you are a member of Woodlake Community Association. Here’s what that membership means to you.

Woodlake is a planned community. Our developer envisioned our bike trails, common areas and waterfront, our boating, entertainment and recreation facilities, and our landscaped entrances and parkways. All of the amenities are called common property because they belong to every owner in Woodlake – and in turn every owner in Woodlake is responsible for them.

To manage this responsibility, the Master Plan calls for the association of all property owners in a nonprofit, non-stock corporation, the Woodlake Community Association (WCA). Governance of WCA is provided through a seven-member Board of Directors. The functions of WCA are outlined in a set of Covenants. The minimum functions and services of the Association are as follows:

• Administrative services including legal, accounting, financial, and communications
• Enforce the Covenants and restrictions
• Collect assessments
• Prepare annual statements and annual budgets
• Provide adequate liability and hazard insurance for common properties
• Provide liability insurance for Directors and Officers
• Provide maintenance and cleanup of common properties
• Provide regular cleanup of roadways and trails
• Construct mailboxes and signs for use throughout the property
• Provide general maintenance to all directional signs
• Operate all street lights
• Repave bike trails as needed

WCA also publishes a community map, a monthly newsletter, this annual phone directory, and special communications. We maintain a lost and found registry, lists of babysitters and teen workers, plus resource binders containing the flyers and business cards of companies and individuals providing services in our area. We also register boats and administer rental of our small boats, pontoon boats, and pavilion. WCA sponsors community social activities and serves as a catalyst for service and social clubs in our area. We also provide general orientation to Woodlake and Chesterfield County.

Through our staff, Board of Directors, and community resources, WCA works hard to make life in Woodlake the way it should be.

To stay informed about everything happening in Woodlake, whether it’s about business or fun, make sure to check out the following resources:
• Life on the Lake newsletter, published 11 times/year and delivered to the flier box on your mailbox post.
• www.woodlakeonline.com and www.woodlakesrc.com
• Woodlake Community Association and Woodlake Swim & Racquet Club Facebook Page
• Woodlake Wired E-mail Blasts – send us your e-mail to be included!
For easy-to-read, vital information about WCA and its Architectural Guidelines, Covenants, and Other Regulations, please refer to the following Blue Pages.

A Word About Annual Assessments

All property in Woodlake, except common areas and certain exempt properties such as recreational facilities, is assessed by Woodlake Community Association. There are special rates for commercial properties and undeveloped land, but the rates for all residential properties, including homes, condominium units, and vacant lots are the same. All property owners pay assessments – builders and developers, as well as individuals.

Assessments provide the bulk of the annual income for the Association. Approximately 60% of WCA income supports the Maintenance Department, which is responsible for landscaping and maintaining all roadsides, neighborhood and main entrances, recreation areas and facilities, and other Common Property. Expenses include payroll for a small maintenance crew, for equipment purchase, operation and upkeep, and for plant materials, irrigation and so forth.

The remainder of the funds supports the Association office and staff, security, communications, insurance, the boating program, and other social functions. Details of the budget are available in the WCA office.

The base rate for assessments is set forth in the Covenants of the Community Association. Increases in assessments, as needed to support the financial needs of the community, are determined by the Board of Directors in accordance with Covenant guidelines. We try to provide as much flexibility for payment as possible, offering a variety of options.

If you choose to pay quarterly:
- We will bill you on the first day of each quarter – with a check due by the 25th of the billing month. There is a $10.00 processing fee added to each quarter’s bill OR…
- We can charge your quarterly payment to a credit card or check/debit card. To do so, please fill out our Credit or Check/Debit Card Authorization form and return it to us. You can print one from our website – or pick up one at our office. There is NO processing fee added to payments by credit/debit card.

If you choose to pay annually:
When you receive your January invoice, return payment in full for the year either by check or credit/debit card by the 25th of January. There is NO processing fee.

Like any other business, the Association relies on income to meet financial obligations. Assessments are the primary source of Association income, and the WCA cannot permit long overdue accounts. The staff has been directed by the Board of Directors to collect all monies due the Association. We send two notices of delinquency, after which we transfer delinquent accounts to our collection attorney. Delinquent assessments (together with interest thereon at the maximum annual rate permitted by law and the cost of collection thereof, including reasonable attorney’s fees) become a charge and continuing lien on the property.

About The Capitalization Fee – Who Shall Pay It And When

The Woodlake community voted to establish a Capitalization Fee to be collected at settlement on Woodlake property and forwarded to the Association after closing. This fee shall be equal to or less than the annual assessment, as determined by the Board of Directors annually.

The Cap Fee is paid by first time buyers in the community and is a one-time event with the following exceptions: If a Woodlake property owner purchases additional Woodlake property, the Cap Fee will apply to each additional property at closing.
If a current Woodlake property owner sells, or is selling, their current residence to purchase another property in Woodlake, the Cap Fee will NOT apply. In all cases, a $50 recording fee is collected at closing to transfer the property to the new owner.

Architectural Review

Woodlake was planned to be the most distinctive community in the Richmond area. Only the best architecture, design, and landscaping features will be approved in order to create a context in which individual tastes are not sacrificed, but blended in a way that overall property values will be protected. To accomplish these goals, protective Covenants and Design Guidelines have been established, and are the basis by which we can maintain these high standards throughout the stages of development and the life of this community. They have been written not only to establish rules that guide design and original construction, but also to define and establish the basis and reasoning for those rules.

An Architectural Review Board (ARB) composed of professionals and property owners has been established to implement these Guidelines. Although the Guidelines contain a listing of specific requirements to be followed, the very nature of design is an individualistic process. Consequently, the responsibility of the ARB is to interpret the goals of the community and these Guidelines as they relate to each original design submittal. Approval or refusal of plans, location, exterior color or finish, or other specification, may be made upon any ground, including purely aesthetic considerations. No two sites are alike, and a design solution on one site is not necessarily appropriate on another.

Each property owner within Woodlake is responsible for his or her property’s compliance with the Design Guidelines. Any proposed improvements to be made to that property may affect the compliance, and the Covenants require that the Owner obtain approvals from the Association prior to making the improvements, in order to maintain compliance. This is true regardless of whether or not the work is being performed by the Owner directly or by a contractor.

The ARB reserves the right, in its reasonable discretion on a case by case basis, to deny the review of any application submitted in connection with the Covenants or these Design Guidelines and deny approval for exterior modifications, construction, site clearing, or development of any kind on any Lot in which the Owner of the Lot is in arrears for non-payment of annual or special assessments or other charges owed to the Association, or if the Lot is burdened by a lien of the Association which has not been satisfied, or if there is an existing violation of the Covenants or Design Guidelines on the Lot. (The Woodlake Design Guidelines, 1.2.1a)

In addition to approvals from the Association, other approvals and permits may be required by the County, such as a building permit. It is not the responsibility of the Association or the ARB, to obtain any other permits for you, nor to provide any guarantees or waive any legal requirements for compliance with any state or county law, with the Covenants or the Guidelines.

The Architectural Review Board reviews plans for new buildings and houses, modifications, additions and accessory buildings in regular bi-monthly meetings. At those times, the ARB reviews all requests submitted on the appropriate application forms, together with their supporting drawings and information. Application forms are available at the Woodlake Community Association (WCA) office. To be included on an ARB agenda, applications must be submitted no later than noon of the last business day before the meeting. An application is approved when notice is given to the applicant in writing by the ARB or its designated representative. No verbal approvals are given.
The Woodlake Design Policies

The Design Guidelines are based on four primary policies of good design as they relate to planned communities. It is not possible, nor is it advisable, to make a rule for every possible situation. Consequently, the Architectural Review Board uses the design policies in the judgment of each design submittal. To the greatest extent possible, this eliminates review based on subjective viewpoints and provides a means of testing every decision. This benefits the ARB, the community and the applicant by insuring a continuity of approach, regardless of how the ARB changes over the years.

ARB Policy #1 - Appearance Quality
All improvements to any lot shall meet minimum standards of design and material quality consistent with the level of quality established for the entire community. The exterior of each structure shall consist of a vocabulary of materials, products, and assemblies that are harmonious with each other, consistent, and supportive of the architectural style, and appropriate to the general appearance characteristics of the community.

ARB Policy #2 – Environmental Protection
Approval of clearing and alteration of existing lots shall be made only for approved structures, site improvements, landscaping, and access, and may not be performed in a manner that will result in erosion of soils, excessive water runoff, discharge of wastes into the soils or waters, stagnation or standing water, or substantial removal of indigenous vegetation.

ARB Policy #3 – Siting For Community and Privacy
Each structure or site improvement shall be sited to create a proper setting within each lot, consistent with the density and setbacks of the community, so as not to unduly restrict the view, light, or breeze to or from neighboring properties, and so as not to compromise the privacy of any other lot below the general level enjoyed by other members of the community.

ARB Policy #4 – Form and Context
All structures shall be of a size and use that is consistent with the standards of the community. All structures and site improvements shall be designed in styles, shapes, sizes, massing, and colors to be of good proportions, well balanced, and appropriate to this community.

The Architectural Review Board shall judge compliance with these policies in questions of appearance, aesthetics, or infringement by design upon the rights of other residents. The ARB reserves the right to require modifications to proposed designs including deletion, addition, or relocation of design elements in order to achieve compliance with these policies. The ARB reserves the right to modify, add to, or delete from any specific section of the guidelines from time to time without prior notice.
Summary of the Woodlake Covenants and Architectural Guidelines

The following are highlights and brief explanation from the Woodlake Covenants. For more information or a complete set of the Covenants, please contact the WCA office. You may also obtain the Covenants from our website -- www.woodlakeonline.com.

Basketball Goals - The Woodlake Design Guidelines require that sports equipment such as basketball goals be located no farther forward than 20' from the front plane of the house. Permanent basketball backboards may be mounted on the garage face or on a factory pre-finished pole. Portable basketball goals are permitted, but should be placed within 20' of the front of the house. The Virginia Department of Transportation does not permit basketball goals in the roadway.

Boats, Trailers, RVs, Etc - No mobile home, trailer, tent, barn, or other similar outbuilding or structure shall be placed on any residential property at any time, either temporarily or permanently. Boats, boat trailers, campers, recreational vehicles, oversized vehicles, or utility trailers may be maintained on a residential property, but only within an enclosed or screened area such that they are not generally visible from adjacent properties. (General Covenants, page 13.) The WCA has an enclosed storage area in which such items may be stored. Spaces are available for a rental fee on a first-come, first-served basis.

Clotheslines, Heat Pumps, Gas Tanks, Rain Barrels - Each residential property owner shall provide a screened area to serve as a service yard and an area in which garbage receptacles, gas meters, heating and air conditioning equipment, clotheslines and other unsightly objects must be placed or stored in order to conceal them from view of the road and adjacent properties (General Covenants, page 13).

Common Property - An easement in Open Space is granted to the Owners of Properties in Woodlake, tenants of such Properties, and their guests, which entitles Owners, tenants, and their guests to enjoy the Open Space Areas subject to the rules and regulations established by the (WCA) (General Covenants, page 7). All open spaces, or common property, including the common property around the edge of the lake, whether or not there is a bike trail, is the property of all Woodlake Property Owners and available for their use and enjoyment. This does not include Private Open Space in Boyce's Cove, Beacon Hill, Water Pointe and the Apartments.

Condition Of Properties - According to the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Woodlake (the "General Covenants"): It shall be the responsibility of each Property Owner, tenant, contractor, or subcontractor to prevent the development of any unclean, unsightly, unkempt, unhealthy or unsafe conditions of buildings or grounds on any Property which shall tend to substantially decrease the beauty or safety of Woodlake, the neighborhood as a whole, or the specific area. (See General Covenants, page 4).

Flag Display - One flag or banner may be displayed on a projecting (angled) 6' flag pole on the front of a home over a porch, door or other appropriate location at or below the roof eave line. One additional flag or banner may be displayed in a similar fashion on the rear façade of a home. Request for additional flags will be considered on a case-by-case basis. The
maximum permitted flag or banner size is 3' x 5'. Free-standing flag poles are not permitted on residential lots. (Architectural Design Guidelines, page 38)

**Garbage Pick Up & Recycling** - There shall be no curbside garbage pickup (General Covenants, page 13). Curbside recycling is permitted.

**Home Offices** - The use of a portion of a dwelling unit on a residential property as an office by the owner or tenant thereof shall be considered a residential use (acceptable) if such use does not create undue customer or client traffic as determined by the Company (General Covenants, page 12). In 1992, the Board of Directors, in order to clarify this Covenant, adopted a resolution which states, "Any business use of a residence which, by its nature invites or requires customer, clients, or employees to come to the residence, or any business use of a residence which requires a zoning variance from Chesterfield County, is prohibited."

**Mailboxes** - No mailbox shall be erected or maintained on any property, nor shall any alteration in the appearance of any mailbox be made unless approved in writing (General Covenants, page 4). A standard mailbox design is used throughout Woodlake. These are available through the Community Association office. Property owners are responsible for maintenance of the mailbox.

New residents, whether tenant or owner, must change the name plate on a property’s mailbox within 60 days of moving in. Name plates may bear the resident's name or be blank.

**Parking** - Each Property Owner shall provide space for parking automobiles off public streets (General Covenants, page 3). On-street parking creates a traffic hazard on narrow, unlit streets and impedes delivery of mail. On-street parking is legal, but not recommended due to the traffic hazard it may cause.

**Signs** - No sign shall be erected on any property by anyone, including but not limited to a Property Owner, a tenant, a realtor, a contractor, or a sub-contractor, until the proposed sign has been approved (General Covenants, page 3).

**Structures, Fences, Etc** - No building, fence, or other structure shall be erected, placed, or altered on any property in Woodlake until the proposed building plans, specifications, exterior color or finish, and plot plan have been approved in writing (General Covenants, page 2). There is a published set of Design Guidelines. For information about a specific project or application to the Architectural Review Board, contact the WCA office.

**Trees, Shrubs, Etc** – Topographic and vegetation characteristics of properties within Woodlake shall not be altered by excavation, grading, removal, reduction, addition, clearing, cutting, pruning, seeding, planting, transplanting or any other means without written approval. No trees measuring 6 inches or more in diameter at a point 2 feet above the ground may be removed without written approval (General Covenants, page 5). In order to preserve the natural appearance and scenic beauty of Woodlake and Swift Creek Reservoir, and to provide a "cover" for animals which habitually move along the lake edges, there is hereby established a construction and clearing-restricted zone on all properties fronting on Swift Creek Reservoir. That portion of any property located within eighty (80) feet of the 178' contour line around the reservoir shall be preserved substantially in its present natural state, except for clearing for view and breeze approved by the Company (General Covenants, page 10). No clearing, cutting, grading, or any other alteration of the topographic or vegetative characteristics of the easement area along the edge of the reservoir may be performed by any Property Owner or tenant without approval in writing (General Covenants, page 11).
**Vegetable Gardens** – The Woodlake Design Guidelines require that vegetable gardens shall be restricted to 10% of the rear yard area; the ARB will consider requests for more garden area (in the rear yard) on a case-by-case basis. Garden areas in a side yard shall be considered on a case-by-case basis with application and ARB approval. Natural screening of shrubbery is required. Non-natural screening such as fencing is not permitted.

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**Covenant Enforcement Procedure**

In July of 1989, the Commonwealth of Virginia put into effect the first PROPERTY OWNERS ASSOCIATION ACT. The law is designed to protect the rights of persons buying property in a community such as Woodlake where there is mandatory membership in a property owners’ association and the purchase is subject to recorded Covenants, Conditions and Restrictions. In July of 1991, the law was revised by the General Assembly to allow for significant changes in Community Association operations, especially in regards to the enforcement of those Covenants, Conditions and Restrictions.

The law permits the Association to assess charges against members who violate the Covenants, Architectural Guidelines, or rules and regulations. This is a major change, as previously, the only sure method of enforcement required a lengthy and costly legal process. This provision gives the Association a means by which the Covenants and Guidelines, which are intended to protect the property values of its members, can be more quickly enforced at less cost to the Association. Specifically, the law states:

The Board of Directors of the Association shall also have the power, to the extent the declaration or rules and regulations duly adopted pursuant thereto expressly so provide, to (1) suspend a member’s right to use facilities or services...and (2) assess charges against any member for any violation of the declaration or rules and regulations for which the member or his family members, tenants, guests, or other invitees are responsible. Before any such charges or suspension may be imposed, the member shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors...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 for a single offense or ten dollars per day for any offense of a continuing nature and shall be treated as an assessment against the member's lot.

To that end, at its regularly scheduled meeting on September 16, 1991, the Woodlake Community Association Board of Directors, with the advice and consent of the Association's attorney, adopted a procedure for the enforcement of the Covenants, Architectural Guidelines, and rules and regulations. This procedure became effective on November 1, 1991.

**Procedure for Enforcement of Covenants, Architectural Guidelines, and Rules and Regulations**

If a community member believes someone is violating a provision of the Covenants, an architectural guideline, or a community rule, out of courtesy to a neighbor, that person (the Complainant) should first contact his neighbor (the Respondent) and inform them of the violation and request correction.

If the violation is not corrected:

1. The Complainant may report the violation to the Community Association office.
   A written log of such complaints will be kept. Complaints may be made in writing or by telephone, but may not be made anonymously.
2. Within 5 business days of receiving the complaint, the Community Standards
Manager will check into the complaint. If the Community Standards Manager determines that the complaint is unfounded, the Complainant will be notified.

If the complaint is verified, notification will be sent to the Respondent, stating:
- the nature of the violation
- what action is needed to correct the violation
- a time frame for correcting the violation
- a request for correction, or a response within that time frame

The Community Standards Manager has the authority to determine a reasonable time frame for correction, and to grant an extension of time if needed. The Community Standards Manager may grant only one extension of time to correct a violation; further extensions must be granted by the Board of Directors.

3. If there is no response or correction of the violation within the given time frame, the matter is referred to the Board of Directors for review and hearing prior to imposing a penalty. A second letter shall be sent to the Respondent, noting:
- no response or correction
- the financial penalty for violations
- the right to a hearing before the Board of Directors prior to the imposition of the financial penalty
- the right to counsel at the hearing
- the date and time of the hearing

Second notices must be sent to the Respondent by certified mail (with a copy by regular mail) or hand delivered 14 days prior to the hearing date.

Hearing Procedures
1. The Community Standards Manager will present the complaint, efforts to resolve the complaint, documentation, and witnesses if necessary.
2. The Respondent, or Respondent’s Counsel, will present explanation and witnesses if necessary.
3. The Board of Directors, or its counsel, may ask questions of the Community Standards Manager or the Respondent. Closing statements may be made by the Community Standards Manager and the Respondent.
4. The Board of Directors will make their decision in executive session. Their decision will be conveyed in writing by certified mail (with a copy by regular mail) to the Respondent within 7 days of the hearing.

Hearings are closed to the public, and may be attended only by the Complainant, the Respondent, Respondent’s Counsel, witnesses if called, the Community Standards Manager, members of the Board of Directors and Counsel for the Community Association. The hearing will be held whether or not the Respondent or Respondent’s Counsel attends.

The identity of the Complainant is confidential, known only to the Community Standards Manager, the Board of Directors, and the Community Association’s Counsel.

Hearings are not meant to be conducted as a full court proceeding. The Board is not bound by technical rules of procedure. The Chairperson shall conduct the hearing with reasonable rules of conduct. Decisions shall be reached by consensus.

The Board of Directors shall determine the penalty and the date of imposition, which may be retroactive. The decision of the Board of Directors is final unless further action is pursued in court. Should the matter be litigated, full records of the hearing may be released to the court.
Disclosure Packages

In 1989, Virginia adopted the Virginia Property Owners Association Act which, among other things, requires the seller of property in a planned community to provide to a prospective buyer an Association Disclosure Package before Closing. The purpose of the Disclosure Package is to supply the prospective buyer vital information about the investment they are about to make prior to closing. Because membership in the Community Association is mandatory by virtue of property ownership, the condition of the Association is as important as the condition of the individual property.

The Disclosure Package provides the official documents governing the Association, including the Articles of Incorporation, By-laws, General Covenants, Community Association Covenants, and Architectural Guidelines. The package also contains pertinent current information, such as the Operating Budget, the most recent audit, a summary statement of insurance coverage, and rules and regulations. Finally, the package contains a status report on the property being sold, such as the status of the assessment account, and whether or not there are any Covenant or Architectural Violations in existence on the property being sold, and a time frame for compliance.

The Association is supported by property assessments as established by the Community Association Board of Directors. Accounts in arrears may result in a lien on the property, and a buyer may assume that debt or lien if it is not resolved prior to closing. The Disclosure Package provides current information on the status of the assessment account for the property under contract.

With each Disclosure Package request, an on-site inspection of the property under contract is done to determine whether any Architectural or Covenant violations exist. If a violation is noted in the Disclosure Package, the Association requires that the violation be corrected within 6 months. Resolution of the violation is between the seller and the buyer – the package is simply notifying the buyer that a violation exists and that the buyer will assume that violation in the purchase unless it is corrected prior to closing. The Association will perform a follow-up inspection 6 months after the initial inspection and send a letter of compliance for the property owner’s records. The property owner and the Association may establish an alternative date for completion. To order a Disclosure Package, contact the WCA at 739-4344 or print a request at www.woodlakeonline.com and fax it to us at 739-5157.

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2012 WCA Rules and Regulations

Woodlake Community Association
Member Conduct Rules

The following rules related to conduct are hereby adopted as the Conduct Rules and made part of the Association’s Rules and Regulations:

1. No improper conduct, obscenities, verbal or physical threats by Owners, residents, tenants, family and/or guests will be tolerated. Actions by any person of any nature which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. These include, but are not limited to noise, intoxication, quarreling, harassment, threats, fighting, offensive or abusive language, or rowdy and mischievous behavior.

2. Owners are responsible for the conduct of his/her residents, tenants, family and/or guests, and all service personnel, vendors, contractors, and any other invitees.

3. All Owners, their residents, tenants, family and/or guests are presumed to conduct themselves with due consideration for each other and for any members of the Association, the employees of the Association, as well as any members of the Association vendors and Association volunteers, including the Board of Directors and committees (hereinafter “staff”). The Board of Directors has the power to initiate corrective action against any person for any conduct, which in its opinion tends to endanger
the welfare, interest or character of the Association and/or its staff, as well as for violations of the specific rules and regulations of the Association.

4. Staff members are to be treated in a courteous and considerate manner at all times. No staff member shall be reprimanded, threatened, or harassed in any way by an Owner, his/her residents, tenants, family and/or guests. All complaints regarding service rendered by any staff member must be made to the Community Manager for appropriate handling.

5. Should persons causing or participating in inappropriate behavior refuse to cease their activities and leave the premises promptly when so directed, the person in charge of the facility, (i.e. Community Manager, Board member or duly Board-authorized acting person) shall seek the assistance of the local law enforcement agency to maintain order. A copy of the official law enforcement report of the incident shall be obtained and delivered to the Association when available.

6. The Association considers a violation of any of the foregoing rules a serious violation which will subject the violating Owner to immediate disciplinary action. Said disciplinary actions, upon completion of the required notice and hearing provisions under the Virginia Property Owners’ Association Act and any successor statutes, shall include possible imposition of a monetary penalty, suspension of voting, and or/suspension of privileges for use of the common areas and recreational facilities.

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**Boat Registration & Boating Rules**

**A. Registration**

1. All watercraft used on Swift Creek Reservoir, whether stored on WCA property (t-racks, posts, or waterfront property) or stored at a Woodlake home (i.e. in garage, under deck), must be registered annually with the Woodlake Community Association for general identification purposes and use of Woodlake boat launch sites. This includes windsurf boards and inflatables.

2. All boats registered with the WCA shall be owned entirely by Woodlake property owners and/or tenants.

3. Boat registrants who are renting t-racks, posts, or slips shall be in good standing with the WCA (assessments shall be up to date).

4. Boat owners who register their boat(s) will receive a WCA sticker for each boat. WCA stickers shall be immediately placed on the starboard bow (outer right front side) of the boat.

5. Registration fees, t-rack/post rental fees, late and towing charges will be established by the WCA Board of Directors. The WCA does not prorate monthly for boat fees. Adjustments will be made as follows: The published fee is to be paid in full on new registrations prior to September 1 of the registration period. On or after September 1, the fee shall be one half of the published annual fee. Should a registrant give up the rented boat space at any time during the year, no pro-rata refund shall be given after September 1. One half of the rental fee may be refunded prior to September 1.

6. Boat Registration Fees are due in the WCA office by 5:30 pm on the first business day of March of each year. A Late Fee of $20 will be added to registration payments after this deadline.

7. As set out in the Code of Virginia on Taxation, Section 58.13902, the WCA submits to the state on or before February 1 of each year, a list of boats registered in Woodlake, giving the name and address of the owner and operator, and the name and number of each boat physically located in Woodlake as of the preceding January 1.

8. Anyone who moves or sells a registered boat shall immediately notify WCA so we may update our records. Until notified, we will keep your name in WCA records and will report it to the County Commissioner of Revenue each spring as required by law.

9. Anyone who purchases a registered boat shall immediately re-register it in his/her own name. Transfer of rented t-racks, posts or slips is not guaranteed and shall have prior
approval by the WCA.

10. Any boat not properly registered or properly located in its assigned spot may be towed at the owner's expense (minimum $40.00) following notification by mail. Storage fees may also apply.

11. Boat owners are required to assure that all watercraft are in complete compliance with applicable Coast Guard, State (Virginia Department of Game and Inland Fisheries), and County regulations.

12. All watercraft using the lake after sunset and before sunrise shall be equipped with and required to use proper navigational lights.

13. Offshore anchoring of watercraft is not permitted.

B. Day Sailors/Waterfront Property Owners
Any Woodlake resident (including waterfront property owners) who stores a boat at home is considered a "Day Sailor" and shall register it with the Woodlake Community Association.

1. Woodlake residents may keep boats at home within an enclosed or screened area such as in a garage or under a deck so that the boats are not generally visible from the street or adjacent properties. Requests for other locations should be submitted to the WCA for approval.

2. Waterfront property owners may moor one boat on common property at the water's edge directly behind their home. One pontoon boat may be chained to a tree, post or WCA-approved erosion prevention device (EPD), or a boat may be pulled up into the common property and chained to a tree or post, or stored on a cradle, provided the plans for such cradle have been approved by the Architectural Review Board and/or WCA staff.

3. No dock, deck, boardwalk, picnic table, boat trailer, storage shed, or other similar structure may be placed on the open space. No clearing, cutting, grading or other alteration of the topographic or vegetation characteristics of the open space may be done without the written approval of the Woodlake Community Association.

4. No personal or decorative items, such as hammocks, windsocks, benches, or lights, may be placed on common property. No plantings should be added to the common property without the prior approval of the Woodlake Community Association.

5. Waterfront lot owners who wish to install an erosion prevention device (EPD) along the waterfront on common property, or to install an electrical outlet on common property for the purpose of recharging boat batteries (only) shall contact the Community Association prior to any work being done. Execution of a Maintenance Covenant Agreement is required for both projects.

6. Waterfront lot owners who wish to run an extension cord from their home to their boat on the waterfront common property, where such cord shall cross a bike trail, must either (1) run the extension cord through an existing pipe or culvert underneath the trail, or if such does not exist, (2) purchase from the WCA a cord protector to eliminate a tripping hazard on the bike trail.

7. Waterfront boat storage shall be consistent with item C.10 below.

C. T-Rack and Post Rentals
Any resident who stores a boat on a t-rack or post is considered a T-Rack/Post Renter.

1. Lakefront posts are reserved for pontoon boats, hobie cats, large sailboats, and heavy jon boats/rowboats. T-Racks may be used for small sailboats, canoes, kayaks, jon boats, and windsurf boards.

2. Due to space limitations, each Woodlake family may rent no more than two spaces. Hobie cats, pontoon boats, and other wide boats require the rental of two spaces.

3. Only one boat may be stored at each t-rack or post space.

4. Ramps, trailers, carts, or other such items shall not be left at, stored at, or locked to mooring posts.

5. All boats moored at a post shall be pulled up to one side of the post (the "A" side or "B"
side) and shall not straddle the post.

6. Jon boats and canoes shall be covered or turned over for drainage and weather purposes. Boats should not be allowed to collect standing water. Boat owners are urged to check their boats at regular intervals during the year, especially following heavy rains, snows or wind. Tarps should be kept drained of water and checked frequently so as to be kept neat in appearance.

7. Renters of t-racks, posts or slips may not, under any circumstances, transfer use or rights to another.

8. Vehicles are not allowed on the Shelter Cove causeway or Harbour Park bike trail.

9. Overnight parking is not permitted in the parking lots at Shelter Cove or Harbour Park. Cars parked overnight without prior permission from the WCA may be towed at owners' expense.

10. Empty trailers or boats on trailers are not allowed at t-racks or posts and may not be left in the parking lot, except during use. No overnight parking of boats and/or trailers is permitted.

11. Larger boats, such as catamarans and large sailboats, may be stored on a cradle, provided that plans for such cradle have been approved by the WCA staff and/or Architectural Review Board. Cradles are not to be used for small boats such as canoes, kayaks or jon boats.

12. Boat owners may be asked to give up their space because of neglect, discontinued use of the space, or failure to comply with the rules and regulations.

13. Boat owners may be asked to give up their space for a minimum of three years because of repeated late payment of rental/registration fees.

14. Boats that require towing due to neglect or non-payment of required fees and are not claimed by the owner within a period of one year after towing shall become the property of the WCA.

12. PONTOON BOAT OWNERS: It is recommended that you use an anchor attached to the rear of the boat, a maximum of 6 feet out from the boat, in order to prevent damage to your boat and boats moored near you. As stated in the Boat Registration Release signed upon registration, WCA assumes no liability or risk to person or property that is in any way related to storage, operation, or use of your boat on Woodlake Community Association property or Swift Creek Reservoir.

D. Parking Passes
Use of the Shelter Cove boat ramp and parking lot and the Harbour Park boat ramp and parking lot is restricted to Woodlake residents and their accompanied guests. Any vehicle parking in these areas is required to display a current Woodlake parking sticker, and the sticker must be adhered to the window. Stickers are available from the WCA office with photo identification and proof of vehicle registration. Vehicle MUST be registered to a Woodlake property owner or tenant and bear a current Woodlake address. Unauthorized vehicles may be towed without prior warning at the owner's expense.

E. Rules For Swift Creek Reservoir
1. Swimming in Swift Creek Reservoir is not permitted from any point on Woodlake Common Property, including, but not limited to, waterfront common property, boat ramps and boat docks, bike trails, bridges, causeways, Stop-A-Whiles, and facilities at East West Legacy Park, Tom Sawyer’s Island, and Harbour Park. Swimming from WCA Pontoon Boats or from boats rented at the WCA Boat House is not permitted.

2. Only electric motors are allowed for use on the Swift Creek Reservoir and must be registered with the Virginia Department of Game and Inland Fisheries. No gasoline powered boats or motors are allowed on the lake.
3. It is the responsibility of each boat owner to be aware of State laws on titling, registration, fishing licenses, equipment and safe boating practices that are established by the Virginia Department of Game & Inland Fisheries. You may reach them at 367-1000 or www.dgif.virginia.gov.

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Use Of WCA Pontoon Boats

Reservations and Availability

Reservations shall be made through the WCA office a minimum of 1 week in advance; however, due to their popularity, we recommend that you make reservations as early as possible. **Reservations can be made only by a Woodlake resident/property owner whose name appears on the ownership documents or lease and will be on the boat for the duration of the trip.** Credit card information is required at the time that the reservation is made. The resident named in the rental contract shall present a **valid photo ID with proof of Woodlake residence** upon check-in for the trip. **Under no circumstance will the boat depart unless the resident named in the contract signs in and verifies his or her Woodlake address with a photo ID.**

Pontoon boats are available seven days a week, 9:00 am through 11:00 pm. Only two reservations per household may be held at any one time. For safety, the passenger limit for each boat is 14 people and is strictly enforced, with each individual counted – adults, children, and infants. See [www.woodlakeonline.com](http://www.woodlakeonline.com) for current pontoon rental fees, payment options, and contract details.

Weekend Small Boat Rentals At The Woodlake Boat House

Weather permitting, our Boat House is open on Saturdays, Sundays and holidays from Memorial Day weekend through the end of September. Boats are available on a first-come/first-served basis and cannot be reserved.

Canoes, kayaks, jon boats, trolling motors, and 4-seat pedal boats are available for rent to Woodlake residents. Users shall be at least 18 years old and a resident of Woodlake to rent. Proof of age and residence required. Boats are rented by the hour or by the day. See [www.woodlakeonline.com](http://www.woodlakeonline.com) for fee information and the Boat House hours of operation.

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East West Legacy Park Reservations

Reservations and Availability

Reservations shall be made through the WCA office a minimum of 1 week in advance; however, because the pavilion schedule fills up quickly, we recommend you make reservations as early as possible during pavilion season. Reservations can be made only by a **Woodlake resident/property owner whose name appears on the ownership documents or lease and will be at the event from sign-in through sign-out.** A maximum of two reservations may be held per household at any one time. See [www.woodlakeonline.com](http://www.woodlakeonline.com) for rental fees, payment options, available dates, and contract details. To help your guests locate the park, use the following address: 14714 Village Square Place, Midlothian, VA 23112.

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Signs

Unless special permission is granted by the WCA Board of Directors, signs are not allowed at Woodlake’s main and neighborhood entrances, along our roadways, medians and trails, or in our neighborhoods and yards. Unauthorized signs found in these places will be confiscated by WCA. Permitted exceptions are noted below.

In 2005, the WCA Board of Directors revised the following policies about For Sale, For Lease, Lost Pet, and Yard Sale signs, which are applicable to all properties in Woodlake:

1. One standard realtor’s “For Sale” sign may be placed in the front yard only of residential lots. Signs may not be placed in the back or side yard, with the exception of
houses immediately adjacent to a bike trail, where one additional sign may be placed on the bike trail side on private property. “For Sale” signs shall be mounted on a wooden or metal standard placed in the ground, not nailed to a tree. No signage may be placed in windows or doors.

2. Riders on realtor’s signs shall be limited to the agent’s name, phone number and asking price.

3. Directional and open house signs may be placed at the entrance to the neighborhood in which the property is for sale on Saturdays and Sundays only. No signage is permitted at the entrance to Woodlake or elsewhere on the main Parkways at any time.

4. No signs may be attached to traffic signage or other permanent signs at any time.

5. “For Rent” signs are not permitted, except as may be included on a standard realtor’s sign (not riders) stating “For sale or rent” or “For sale or lease.” Property owners wishing to rent their property themselves shall obtain a “For Lease By Owner” sign from the Woodlake Community Association.

6. Home improvement signs (for home additions, landscaping, painting, etc.) may be placed in the front yard only, during construction/installation. The sign shall be removed when the project is complete.

7. Property owners who wish to sell their property themselves shall obtain a “For Sale By Owner” sign from the Woodlake Community Association.

8. Personal event signs (yard sale, new baby, special birthday, etc.) may be placed in the homeowner’s front yard and/or at the entrance to the neighborhood on the day of the event only. Yard sale signs and lost pet signs are available at the WCA.

9. “No Solicitation” signs are available at the WCA office. One standard sign may be placed below the doorbell or in the side light window next to the front door.

10. At the time of a local, state, or national election, one political sign not exceeding 16 square feet in size may be placed on a property owner’s front yard only for a period not longer than 30 days prior to day of the election.

11. Builder’s signs shall be removed from the front yard when the home becomes occupied.

12. Special event signs (road race, community tour, etc.) shall be approved in advance by the Community Association.

13. Commercial signage shall be approved by the Architectural Review Board.

14. Any other signs not covered by these policies shall be approved by the Community Association Board of Directors.

15. Whenever there shall have been placed or constructed on any Property in Woodlake any sign which is in violation of the Association’s governing documents, rules and regulations, these policies, the Virginia Property Owners’ Association Act (“Act”) or Virginia Law, the Association or its agents, employees or representatives shall, in its discretion, have the right to enter immediately upon such Property where such violation exists and remove the same at the expense of the Property Owner.

First offense: If a sign is placed on WCA property, it will be removed immediately and a written warning delivered to the owner of the sign either by mail or by hand. When a sign in violation is seen by a representative of the Association on private property, the Association shall deliver, via first-class, regular mail or via hand delivery, a written warning to the Owner of the Property granting 5-7 days for removal of the sign. If the sign is not removed within that timeframe, the Association shall remove the sign and deliver notice to the owner that the sign was removed, and the Property Owner may pick the sign up at the WCA office. In any event, signs removed from any Property that are not claimed or picked up within 45 days shall be disposed of in the discretion of the Association.

Second offense: If a second violation occurs on the same Property, the Association will remove the sign, and the Owner of the Property from which the sign was removed shall be subject to a $25 violation charge. Prior to the Association’s levying such a violation charge, the Owner will be duly notified of the second offense by regular mail and certified mail, return receipt requested, and granted the opportunity to appear before the Board of Directors for a
violation hearing, in accordance with the Association’s Violation Complaint and Due Process procedures and with Section 55-513(B) of the Virginia Property Owners’ Association Act ("Act"). Said sign shall be held until the hearing has occurred. If the Association finds the Owner in violation and levies the $25 violation charge, the sign will be held by the Association and returned to the Owner only when the violation charge is paid in full. In the event the violation charge is not paid in full within 45 days of the violation hearing, the Association shall have authority, in its discretion, to dispose of the sign.

Third and further offenses: For third offenses and for each of any additional offenses occurring on the same Property, the Association shall remove the sign, and the Owner of the Property from which the sign was removed shall be subject to a $50 violation charge. Prior to the Association’s levying such violation charge, the Owner will be duly notified of the third, or subsequent, offense by regular mail and certified mail, return receipt requested, and granted the opportunity to appear before the Board of Directors for a violation hearing, in accordance with the Association Complaint and Due Process procedures and with Section 55-513(B) of the Virginia Property Owners’ Association Act ("Act"). Said sign shall be held until the hearing has occurred. If the Association finds the Owner in violation and levies the $50 violation charge, the sign will be held by the Association and returned to the Owner only when the violation charge is paid in full. In the event the violation charge is not paid in full within 45 days of the violation hearing, the Association shall have authority, in its discretion, to dispose of the sign.

Second, third and any additional offenses shall be deemed as such whether or not the sign used is the same exact sign as used previously.

Any provision or actions taken by the Association hereunder will neither act as a waiver nor prevent the Association from exercising any other enforcement rights authorized in these provisions, the Association’s governing documents, the Act and Virginia law. Failure by the Association to enforce these policies against a Property or Property Owner shall not act as a waiver or otherwise prevent the Association from enforcing these policies in the future.

Bike Trails
1. Motorized vehicles are not permitted on the bike trails, except as may be required by disabled persons. This includes but is not limited to motorcycles, motorized scooters, mopeds, ATVs, or any device that uses a motor.

Swimming At The Pools And In The Lake
The Woodlake Swim & Racquet Club (WSRC)
WSRC membership is optional for Woodlake residents. Membership rates can be found at www.woodlakesrc.com. Groups and individuals using WCA facilities are not entitled to use any of the facilities at the Aquatic Center or the Swim & Racquet Club unless they are club members. Conversely, SRC/AFC members are not entitled to use WCA facilities unless they are also residents of Woodlake.

The Lake – Swift Creek Reservoir
Swimming in Swift Creek Reservoir is not permitted from any point on Woodlake Common Property, including but not limited to, waterfront common property, boat ramps and boat docks, bike trails, bridges, causeways, stop-a-whiles, and facilities at East West Legacy Park, Tom Sawyer’s Island, and Harbour Park. Swimming from WCA pontoon boats or from boats rented at the WCA Boat House is not permitted. WCA does not own Swift Creek Reservoir. WCA accepts no responsibility for the safety and welfare of persons with regard to the lake.
Waterfront Common Property

"Swift Creek Reservoir is a major potable water source for this county, a recreational source for residents, and a visual aesthetic resource for all. Maintenance of the existing quality of water ensures a plentiful and economical source of drinking water and a waterscape free of excessive algae. Preserving environmentally sensitive and aesthetic areas provides significant environmental protection; water quality maintenance, wildlife habitats; as well as maintaining the attractive rural appeal of the area." (Chesterfield County Upper Swift Creek Plan, 1991)

The value of the Swift Creek Reservoir to the County notwithstanding, it is without question Woodlake's most valuable asset, intrinsically tied to basic property values, as well as to the quality of life in this community. In addition to the Upper Swift Creek Plan, our own Covenants require us to protect the quality of these waters.

"In order to preserve the natural appearance and scenic beauty of Woodlake and the Swift Creek Reservoir, and to provide a 'cover' for animals which habitually move along the lake edges … (the area) around the reservoir shall be preserved substantially in its present natural state except for clearing for view and breeze that has been approved by the Woodlake Community Association. No clearing, cutting, grading, or any other alteration of the topographic and vegetation characteristics of the easement may be performed by (a) property owner … without the prior written approval of the WCA." (General Covenants, page 5).

The Chesapeake Bay Preservation Act, enacted in 1988, also mandates preservation of environmentally sensitive areas around bodies of water, called "Resource Protection Areas" (RPAs). Preservation of RPAs protects water quality by filtering pollutants out of stormwater runoff, and preventing erosion and siltation. As stormwater passes through an RPA, sediment is trapped by leaf litter and twigs on the ground. Nutrients such as phosphorous and nitrogen are trapped and absorbed through root structures of shrubs and trees. Runoff of these materials and silt into the reservoir can be toxic to aquatic life and cause excessive algae growth. To be most effective, three tiers of vegetation should be maintained in the RPA - a ground cover (other than grass), understory trees and shrubs, and mature trees.

In light of these federal and county mandates, and in consideration of their fiduciary duty to "protect, preserve, and enhance" property values in Woodlake, the Community Association Board of Directors is committed to an aggressive and continuing effort to protect the purity and beauty of the Swift Creek Reservoir.

Accordingly, no improvement or disturbance of the Association's waterfront common property - including, but not limited to, clearing, cleaning, pruning, cutting, or drainage work - may be undertaken without the prior approval of the Community Association. Property owners who perform unauthorized work on the common property will be in violation of the Covenants and subject to financial penalty and/or cost of restoration and/or revocation of mooring rights.

Requests for improvements to the Common Property should be made by calling the Community Association office each time an improvement is desired. A WCA staff member will arrange an on-site meeting to review requests, written instructions will be provided, and a follow-up inspection will be made. Part IV of the General Covenants includes the restrictions applicable to all waterfront areas, and all waterfront lot owners should be familiar with these restrictions. Generally speaking, however, WCA staff will work with property owners to insure that "view and breeze" is provided while still preserving the "natural wooded state" of the area.

Fertilizer Use In Woodlake

In our ongoing efforts to preserve the water quality of the Swift Creek Reservoir, the Board of Directors adopted the following resolution regarding the use of lawn fertilizers on all properties within Woodlake.
WHEREAS, the Declaration of Rights, Restriction, Affirmative Obligations and Conditions Applicable to All Property in Woodlake (The “General Covenants”) charge the Association and all property owners and tenants within Woodlake with the responsibility of protecting the beauty, quality, and purity of the Swift Creek Reservoir; and

WHEREAS, the General Covenants provide for the establishment of "Environmental Rules and Regulations" which shall govern such sensitive environmental activities as the application of fertilizers and other chemicals which may materially affect the waters of the reservoir; and

WHEREAS, the Woodlake Community Association Board of Directors would seek to discourage the application of lawn fertilizers which by their content or improper use have the potential for harm to the reservoir;

THEREFORE BE IT RESOLVED that the following guidelines be established and promulgated for the benefit of all Woodlake residents and the Swift Creek Reservoir.

1. The application of lawn fertilizers should adhere to the recommendations of the Chesterfield County Extension Office, which include but are not limited to the following:
   (a) When using a complete lawn fertilizer, the percentage of weight of nitrogen, phosphorous and potash should be in a ratio of 4:1:2.
   (b) Application of lawn fertilizers should strictly follow the recommended directions with regard to the amount applied per square footage so as to avoid overuse.
   (c) Cool season grasses (fescues, bluegrass) should be fertilized in September, October and December; warm season grasses (Bermuda, zoysia) should be fertilized in June, July and August.
   (d) Lawns should be mowed frequently enough to allow grass clippings to remain on the ground to provide additional nutrients to the grass.

2. The Association office may from time to time issue a list of complete fertilizers, which meet the established nutrient guidelines.

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**Recycling**

1. Only the green bins issued by the Central Virginia Waste Management Authority [http://cvwma.com/](http://cvwma.com/) may be placed at the curbside. All material for pick-up shall be in the recycling bins. Loose materials, bags, etc. may not be set out.
2. The container(s) may be placed at the curbside no earlier than 7 pm on the day prior to pick-up, and no later than 7 am on collection day.
3. The container(s) shall be removed from the curbside no later than 9 pm on collection day. Containers left at the curbside after 9 pm on collection day will be considered a Covenant violation and will be handled through the Covenant enforcement process.
4. When not at the curbside, recycling bins must be stored where they are not generally visible from the street or adjacent properties.

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**Criteria for “Unsightly, Unkempt, Unclean” Conditions On Private Property**

According to the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Woodlake (The “General Covenants”):

*It shall be the responsibility of each Property Owner, tenant, contractor, or subcontractor to prevent the development of any unsanitary, unsightly, unkempt, unhealthy or unsafe conditions of buildings or grounds on any Property which shall tend to substantially decrease the beauty or safety of Woodlake, the neighborhood as a whole, or the specific area.*

The following criteria have been adopted by the Board of Directors to eliminate the subjective evaluation of this Covenant and therefore aid in compliance by all property owners. Criteria include, but are not limited to:

**Yards**
• Trash and litter shall be kept under control at all times. Trashcans, boxes and bags shall not be visible from the street or adjacent properties.
• Firewood shall be stacked neatly behind the house.
• Toys, bicycles, baby pools, wheelbarrows and other equipment shall be stored out of sight when not in use.
• Inoperable vehicles shall not be left in the driveway. Vehicles shall not be left in the driveway in a state of repair.
• Vehicles shall be parked in driveways or garages, not in yards or on the grass.
• Temporary storage units and trash containers shall be placed in driveways only and shall be allowed for no more than 90 days.
• Driveways and front walks shall be kept in good repair to avoid unsightly pot holes, sink holes, broken pavement, etc.
• Driveways shall be kept free from weeds and grass.
• Mailboxes shall be repainted periodically to maintain a bright, clean appearance.
• Dead trees, shrubs, and flowers shall be removed and/or replaced.
• Tree limbs, piles of leaves or grass, and other debris shall be properly disposed of.
• In the fall, leaves need to be removed from property and disposed of properly.
• Vegetable gardens shall be located behind the house. (see page 10 for details)
• Grass shall be no higher than six inches.
• Grass shall be maintained to prevent drying and dying.
• Barren areas shall be reseeded or incorporated into mulched beds.
• Mulched areas shall be kept free of weeds and grass.
• Piles of mulch, top soil, gravel, etc. shall not be maintained on a residential property, but shall be used in the proper places.
• Shrubs shall be pruned to maintain a neat appearance.
• Areas of uncontrolled erosion shall be corrected.

Houses And Buildings
• Missing shutters or shingles shall be replaced. Broken shutters, gutters or downspouts, torn screens, broken windows, or torn awnings shall be repaired or replaced.
• Rotten wood on stoops, steps, siding or trim, broken lattice or broken railings shall be repaired or replaced.
• Paints or stains that have faded, discolored, peeled, chipped or cracked are in need of maintenance. Excessive mildew, so as to discolor the main body of the house, must be removed.
• Excessive stains, so as to discolor the roof of the house, shall be removed.
• Windows or sliding glass doors that have thermopane type glass shall be replaced if the vapor barrier is broken creating a cloudy or dripping appearance.
• Doghouses, playhouses, swing sets, storage sheds, and other structures shall be kept in good repair and appearance.
• Fences shall be maintained to stand straight, with no missing parts, and paint in good condition.
• Interior windows shall not be hung with broken blinds, sheets, or towels.
• Window treatments shall be consistent. Window mullions (grids) and screens shall be used in all of the windows or none of the windows. Broken mullions shall be replaced or repaired.
• Seasonal or holiday decorations shall be removed within 30 days after the holiday.

Woodlake Community Association Property Intervention (Self Help) Policy
Self help is a legal term, referring to the Association’s ability to enforce the standards of the community on private property. The policy is as follows:
At the time of the hearing on violations before the Board of Directors, in accordance with Section 55-513 of the Virginia Property Owners' Association Act and the WCA's Rules and Regulations, the Board may determine, at its sole discretion, that imposition and levying of a violation charge of $10 per day up to 90 days for a continuing violation or $50 for a single occurrence, may be accompanied by the WCA's taking corrective action at the close of that 90-day period for a continuing violation or after the imposition of the $50 charge for a single occurrence, by entering upon the Owner's Lot to correct the violating condition(s) on the Lot and charging the cost of such work to the Lot Owner. The Lot Owner shall be notified of such action in accordance with Part I, Section 5 of the Declaration of Rights, Section 55-513 of the Act, and the Rules and Regulations of the Association. In the event that a continuing violating condition is resolved prior to the end of the 90-day violation charge period, the daily violation charges shall cease. Each occurrence of a violation shall be evaluated by the Board on a case-by-case basis, and the Board shall have the sole discretion as to whether or not to take corrective action based upon, but not limited to, the following criteria:

The cost of corrective action(s) shall not exceed a total of $1,500 for a single repair or an ongoing action (such as lawn mowing, weeding, pruning, etc.).

1. Subject to Paragraph 3, below, corrective action shall be limited to elements on the property as outlined below.
   - Removal of trash and litter
   - Removal or relocation of toys, bicycles, baby pools, wheelbarrows and other equipment
   - Removal of weeds and grass from shrub beds, driveways, and sidewalks
   - Repainting and/or replacement of mailboxes, posts and/or nameplates
   - Removal of dead trees, shrubs and flowers and replacement of dead shrubs
   - Leaf removal and disposal
   - Mowing and weed eating of lawn
   - Reseeding of yard to eliminate barren areas
   - Pruning of shrubs
   - Replacement of mulch in shrub beds
   - Removal of piles of mulch, topsoil, gravel, etc.
   - Repair of areas of uncontrolled erosion
   - Fence repair
   - Removal of seasonal or holiday decorations (more than 30 days after the holiday)

2. The cost of the corrective action taken by the Association shall be treated as an assessment against the Lot and the personal obligation of the Lot Owner, payable within 30 days after written notice of the charges is mailed. If the Lot Owner fails to pay, the Association may treat the unpaid assessment as it would other unpaid assessments due and payable pursuant to the Association's governing documents and the Act; and the Association shall be entitled to its costs of collection, including court costs and reasonable attorneys' fees.

3. The Board of Directors shall have the sole discretion on a case-by-case basis, whenever it deems necessary in the best interest of the Association, to bypass the violation charge and hearing process and/or the corrective action process and limitations set forth in Paragraph 2, above, and initiate whatever remedy it deems appropriate to resolve an existing violation.

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Criteria For "Oversized Vehicles"

According to the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Woodlake (the "General Covenants") Part V, Section 9: **Boats, boat trailers, campers, recreational vehicles, oversized vehicles, or utility trailers may be maintained on a residential property, but only within an enclosed or screened area such that they are not generally visible from adjacent properties.**
At its regularly scheduled meeting on February 25, 1991, the Board of Directors adopted the following definition of "oversized vehicle" as included above:

The Board defines "oversized vehicle" as any vehicle which exceeds any of the following measurements: Twenty (20') feet in length, six feet seven inches (6'7") in width, eight feet six inches (8'6") in height.

These measurements were based upon the size of a standard parking space and on the size of conversion vans and similar vehicles.

Criteria For Treatment Of Common Properties

It is the intent and purpose of these restrictions and covenants to protect, maintain, and enhance the conservation of natural and scenic resources; to promote the conservation of soils, wetlands, wildlife, game, and migratory birds; to enhance the value of abutting and neighboring properties adjacent to…open space (General Covenants, page 7.) No dumping of trash, garbage, sewage, sawdust, or any unsightly or offensive material shall be placed upon any open space (General Covenants, page 9.)

WHEREAS, all Common Properties are to be devoted to and intended for common use and enjoyment of all members of the Association; and

WHEREAS, the Community Association is responsible for the maintenance of all Common Properties; and

WHEREAS, the Board of Directors, in its sole and uncontrolled discretion, has the authority to adopt, publish and amend rules and regulations governing the use of Common Properties;

THEREFORE BE IT RESOLVED:

1. That personal use of Common Property by residents, such as for gardens, play houses, doghouses, landscaping, swing sets, storage, etc., is not permitted.
2. That dumping of materials such as grass clippings, trash, lumber, Christmas trees, limbs, dead plants, etc. is not permitted;
3. That residents are encouraged to assist the Association in maintaining the Common Properties, provided that no alteration, modification, or improvement shall be made to any Common Property without the prior written approval of the Board of Directors;
4. That the Board of Directors will not favorably consider any proposal for alteration, modification or improvement to any Common Property which would interfere with or impede the use and enjoyment of the Common Property by other members of the Association.
5. That should any unauthorized alteration, modification or improvement be made to any Common Property, the Board of Directors may direct the removal of such improvements; and
6. That none of the above shall in any way prohibit or encumber access over Common Properties by the Association or its agents, or oblige the Association to restore improvements made to the Common Property if damage is caused by such access.

Chesterfield County Regulations

Dogs & Cats

According to Chesterfield County law, dogs shall be licensed annually, and dogs and cats that are 4 months old or older must be inoculated against rabies. A County ordinance, enforced by Animal Control, prohibits dogs running at large. Ownership of more than three dogs per family is prohibited in any residential area. For further information about pets, call Chesterfield County Animal Control at 748-1683.

Fishing

State law requires anyone between the ages of 16 and 65 to have a license in order to fish in Swift Creek Reservoir.

Hunting
Hunting is not permitted anywhere on Woodlake property or on the main body of the Swift Creek Reservoir. Chesterfield County code prohibits firing of guns (including BB guns, Air Soft guns, and air rifles) within 300 feet of a dwelling, business, building, public gathering or meeting place, or across any street, sidewalk, alley, or public road.

**Leaf Burning**

Leaf burning is not permitted in this section of the County at any time.

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**Chesterfield County School Calendar**

See [http://chesterfield.k12.va.us](http://chesterfield.k12.va.us)