

Woodland Pond Lakefront Association, Inc. (WPLA) Rules

Per the WPLA Amended and Restated Declaration of Covenants, Conditions and Restrictions (referred to herein as “Declaration”), and the Amended and Restated Bylaws (referred to herein as “Bylaws”), WPLA has the authority to publish and adopt rules governing conduct on, and use of, the Property. These are in addition to the existing WPLA Declaration and Bylaws.

Neither the Board nor the Membership have the expertise or time to regulate all activities on the Property. But as responsible residents, we must all appreciate that this body of water, for all its beauty and recreational opportunities, can also be dangerous, particularly for small children. It is up to parents, grandparents and other guardians to speak with, properly train and closely monitor the activities of their children and guests to minimize danger. This includes boating and water safety and the use of flotation devices, properly maintained and inflated. The safety of all depends on the care and good judgment of everyone who uses the Lake.

These rules are mostly common-sense items for the protection of our Members, their family members, their guests, the Lake, and the property that WPLA owns and maintains. All Members, their family members and their guests are expected to follow them. The following WPLA rules have been approved by WPLA Class A Members and will apply to all Members, their family members and guests.

Members may be assessed or charged a fee per occurrence for the violation of any of these Rules by the Members, their family or guests using the Lake, the boat ramp or storage areas. If it is determined that a violation has occurred, the charge will be fifty dollars (\$50) for each single occurrence of a violation, or ten dollars (\$10) per day for a maximum of ninety (90) days for a continuing violation. Also, Members’ right to use the Lake, the boat ramp and storage areas can be suspended following repeat violations, or if violation charges are not paid.

1. Use of the Lake, the boat ramp and storage areas shall be limited to daylight hours, generally from one (1) hour before sunrise to one (1) hour after sunset, with the exception that fishing from an owner’s Lot, dock or pier is permitted at all times.
2. Wakes shall be kept to a minimum to prevent soil erosion and rocking of nearby watercraft.
3. Internal combustion engines must be trimmed upward and shall not be started or operated on the Lake.
4. Boats with an internal combustion engine shall not remain on the Lake overnight. Boats with internal combustion engines must be inspected annually to verify they are not leaking oil or gasoline into the Lake. Boats leaking oil or gasoline shall not be allowed on the Lake.
5. All boats and watercraft (a manufactured object intended to transport people on water) must display one current membership decal on each side when on the Lake. However, decals are not required for inflatable boats less than six feet in diameter or length.
6. Only watercraft that are owned by WPLA Members and are less than twenty-one (21) feet long are permitted on the Lake. Members must provide independent documentation to substantiate boat length and ownership (such as VA Registration, Title, Bill of Sale).
7. Members are responsible for their family members’ and guests’ behavior and will be liable to the WPLA for the value of WPLA property that is damaged or removed by the Member, their family or guests.
8. There are no activities allowed on the Dam, spillways or adjacent property. This includes, without limitation, fishing, parties, picnics, motorbikes, ATVs and any other uses. Only maintenance and

inspection activities directed by the Board of Directors are permitted. Violators are trespassing and subject to arrest and prosecution.

9. Individuals under the influence of alcohol, drugs or other intoxicating substance are not permitted on the Lake at any time.
10. No bottles, cans, containers, trash, garbage or refuse of any kind or description shall be put or placed on or into the Lake. Persons using the boat storage / boat launch area must clean up after themselves. There are no trash receptacles at the boat launch and picnic area. All trash must be removed.
11. Members must lock the gate after entering and after leaving the boat ramp area.
12. Gate keys must be returned to the WPLA Membership Director within fifteen (15) days of membership suspension or cancellation, at which time the key deposit will be refunded. Members who do not return their key shall forfeit their deposit and may be subject to additional charges.
13. Gate keys shall not be duplicated or loaned to anyone who is not a Member of the Association.
14. Loud music and foul, abusive or disrespectful language shall not be used when on the Lake or in the boat storage / boat launch / picnic area. Sound carries across the water and can be annoying.
15. Members, their family members and guests shall refrain from feeding the waterfowl.
16. No Members of the WPLA, their family members or guests shall intentionally harm any wildlife on the Property, unless permitted by applicable wildlife management authorities or regulations.
17. Each Member must declare all watercraft that may be used on the Lake in their annual membership registration application. Members must notify the Membership Director when any of the declared watercraft are disposed of and when other watercraft are acquired during the year.
18. B Member guests must be accompanied by B Members at all times while using the Lake, the boat ramp and storage areas.
19. Lakefront Lot Owners shall not blow leaves or other yard debris into the Lake or the ditches / water courses that feed the Lake.

If you observe someone violating the Rules, please notify a Board member and provide a clear description of the rule violation, identifying the violator if possible. Please provide pictures, video or other tangible evidence of the violation, if possible.

Procedures for Violation Charges

1. If the Board determines that a violation of the Declaration, Bylaws or Rules has occurred, it may initiate the action it deems appropriate, such as communicating with the alleged violator verbally or in writing, sending a demand letter, or determining whether counsel or governmental authorities should be involved in the matter.
2. If determined appropriate, a written demand letter shall be sent by first class mail or shall be hand-delivered to the Member at the address which the Member has provided to the WPLA or at the Member's Lot address if no other address has been provided. A copy may also be sent to the tenant if there is a tenant involved. Service by mailing shall be deemed effective two (2) days after the notice has been mailed in a regular depository of the United States mail.
3. The demand letter shall specify the alleged violation and the action required to abate the violation. The demand letter shall also state that if the violation is not remedied, the Member must make a written request for a hearing before the Board of Directors to avoid imposition of charges. The letter shall also state that if no hearing is requested within fourteen (14) days from the date the

letter was delivered, the Member will be deemed to have waived the opportunity for a hearing and violation charges may be assessed.

4. If the Member requests a hearing, or if the Board of Directors determines a hearing is necessary, a notice of hearing shall be sent. Notice of hearing shall be hand delivered or mailed by registered or certified United States mail, return receipt requested, at least fourteen (14) days in advance thereof, to the Member at the address which the Member has provided to the WPLA, or at the Lot address if no other address has been provided. Service by mailing shall be deemed effective two (2) days after the notice has been mailed in a regular depository of the United States mail.
 - a. The hearing shall be scheduled at a reasonable and convenient time and place within the discretion of the Board of Directors.
 - b. The Board of Directors, within its discretion, may grant a continuance. If the Member for which the hearing is scheduled requests a continuance to a different time or date, no further notice shall be required.
 - c. The hearing need not be conducted according to technical rules of evidence applied in a court of law. The hearing shall provide the Member with an opportunity to be heard and to be represented by counsel.
 - d. The Board of Directors and Members shall have the right to: (1) call, examine and cross-examine witnesses; (2) introduce testimony and evidence; and (3) rebut testimony and evidence, all within reasonable time limits imposed by the Board of Directors.
 - e. After proper notice has been given, if the Member fails to appear at the hearing, or if no hearing is requested, the hearing or meeting may continue as scheduled, and the Board of Directors may assess charges from the final compliance date of the letter or take such other action as may be authorized by the WPLA Declaration, Bylaws, Rules or applicable law.
 - f. If the Member acknowledges responsibility for the violation charged, or does not wish to contest the alleged charge, the Board of Directors may, in its discretion, dispense with a hearing after having afforded the Member with an opportunity for a hearing.
5. Within seven (7) days of the conclusion of a hearing, the Board of Directors shall notify the Member of its decision by hand delivery or mailed by registered or certified mail, return receipt requested, to the Member at the address which the Member has provided to the WPLA or at the Member's Lot address if no other address has been provided. Such notification shall provide the assessment of any violation charges and the date which those violation charges shall accrue from and be due.
6. These procedures shall not be deemed to require a hearing prior to the use of other remedies, and these procedures shall not prevent the WPLA from exercising any other remedies authorized or available under the Declaration, Bylaws, Articles, Rules, applicable law, or any application or agreement signed by a Member.

INDEMNIFICATION In the event that any Member (including the Member's family member or guest) causes damage to the Lake, the boat ramp, storage areas or any other property of the Association or another Lot Owner, the Member will be responsible and liable for such damage and will reimburse the Association or Lot Owner for the costs of such damage to restore or any amount associated with restoring the same to the condition it was in prior to such damage or destruction. In

addition, each Member will be liable for all damage to real or personal property resulting from the Member's ingress to and egress from the Association's property and will at the Member's own cost restore said property to the condition existing prior to the damage or destruction. Damage and destruction do not include normal wear and tear or accidents due to Association maintenance negligence. The Member agrees to indemnify and hold the Association harmless and without fault or liability for any and all costs or expenses, including reasonable attorneys' fees, incurred by the Association arising out of any claim against the Association relating to or arising from the use of the Lake, the boat ramp or the storage areas, or any other property of the Association, by the Member or the Member's guests or family members.