

# LAKE RIDGE

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## ASSOCIATION

### Guidelines For Common Area

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703-491-2154  
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# TABLE OF CONTENTS

Introduction .....	3
Definitions .....	4
Compliance Process .....	5
Property Maintenance and Non-Architectural Standards .....	6-8
Common Area Guidelines .....	9-11
Common Area Request Form.....	12
Contact Information .....	13

# INTRODUCTION

## **Overview**

Lake Ridge is a planned community governed by Lake Ridge Parks and Recreation Association, Inc. (“Association”), a Virginia nonstock corporation. The Association is established to protect property values and the natural environment of Lake Ridge. The Association is governed by the Declaration of Covenants, Conditions, and Restrictions (“Declaration”), recorded rules, By-laws, Articles of Incorporation and rules adopted in accordance with these governing documents, including these Guidelines for Lots and Common Area (“Guidelines”).

The Guidelines set forth process and procedures as well as standards for architectural review, exterior process and appearance of Lots and Living Units located on Lots, methods for ensuring covenants compliance, and guidelines for use of Common Area. Article IV, Section 2 of the Declaration establishes the authority of the Association and any authorized representative to enter upon and inspect a lot – authority necessary to carry out the duties and responsibilities imposed upon the Association.

## **Declaration**

The Declaration is dated March 29, 1972 and recorded among the land records of Prince William County, Virginia, in Deed Book 625 at Page 443. The covenants, conditions, and restrictions established in the Declaration “run with and bind the land” within the boundaries of the Association – both Common Area and Lots. These covenants and restrictions establish rights and obligations of lot owners and residents as well as the Association, including alterations to lots and standards for maintenance of lots.

## **Common Area Guidelines**

The Association has established guidelines for use and enjoyment of Common Area for the benefit of all Lake Ridge Lot owners and residents.

## **Compliance**

In order to ensure compliance with these Guidelines and the governing documents, the Association has adopted due process procedures (LRPRA Due Process Procedure Rule and Attorney’s Fee Rule, Resolution 201211060107419, found in Lake Ridge Association Covenants, By-Laws and Articles) to ensure notice, an opportunity to cure and a hearing before imposing penalties and taking legal action as allowed by the Virginia Property Owners’ Association Act (“Act”).

## DEFINITIONS

<b>Commercial Vehicles</b>	<i>Commercial Vehicles</i> are vehicles that display commercial advertising (e.g. business or trade names), logos, addresses, telephone numbers, tools, machinery, equipment, supplies, or debris that is visible. License plates, bumper stickers, window stickers, and decals of a minor nature will not be considered as commercial advertising.
<b>Duplex Lots</b>	<i>Duplex Lots</i> are residential structures designed to house two separate families within its exterior walls, each with its own separate living space but sharing a common party wall, such as a semi-detached duplex structure.
<b>Living Unit</b>	A <i>Living Unit</i> is any portion of a structure within Lake Ridge intended for use and occupancy as a residence by a single family.
<b>Lot</b>	<i>Lot</i> is any parcel of real property designated as a Lot on any recorded plat within Lake Ridge, with the exception of Common Area. The Lot is the land and structure owned by an Association member.
<b>Non-Commercial Vehicles</b>	<i>Non-Commercial Vehicles</i> are vehicles which do not display commercial advertising, tools, machinery, equipment, supplies, or debris. Governmental emergency vehicles (police, fire, and rescue only) will be considered as non-commercial vehicles for the purpose of this definition.
<b>Oversized Vehicles</b>	<i>Oversized Vehicles</i> are vehicles with a gross weight in excess of 7,500 pounds or exceeding 784 cubic feet in size or having four or more rear wheels.
<b>Owner</b>	<i>Owner</i> is the recorded owner, whether one or more persons or entities, of equitable or beneficial title of any Lot.
<b>Severe Body Damage</b>	<i>Severe Body Damage</i> is damage to a vehicle which may include, but not limited to, severe dents, missing or hanging parts, one or more flat or missing tires, and/or broken windows.
<b>Single Family Lots</b>	<i>Single Family Lots</i> are detached, residential structures designed to house one family within its exterior walls.
<b>Temporary</b>	<i>Temporary</i> is a period of time not to exceed 72 hours.
<b>Townhouses or Townhouse Lots</b>	<i>Townhouses</i> or <i>Townhouse Lots</i> are residential structures designed to house three or more separate families within its exterior walls, each with its own separate living space but sharing one or more common party walls in a side-by-side configuration.
<b>Trailer</b>	A <i>Trailer</i> is a utility trailer or any device used to haul a camper, mobile home, tent, boat, vehicle, motorcycle, bicycles, or any other item which is not self-propelled and must be pulled or pushed.
<b>Virginia Power Easement</b>	<i>Virginia Power Easement</i> is ground owned by the Association with easement rights granted to Virginia Power for usage and access.
<b>Visible from Neighboring Properties</b>	<i>Visible from Neighboring Properties</i> means visible to a person six feet tall standing on any part of neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

# COMPLIANCE PROCESS

## **Violation Timeline**

Lot inspections will be performed from time to time by the Covenants Department to ensure compliance with the Guidelines, Standards and Declaration. Compliance procedures shall be conducted in accordance with adopted Association due process procedures. Refer to Article IV and other sections of the Declaration, as well as these Guidelines and Standards, for information on what may be considered non-compliance. The Covenants Department will make every effort to work with an owner to obtain compliance. Providing the Association with up-to-date contact information including email addresses and phone numbers will make communication more efficient.

The compliance process begins with a letter that describes the violation(s) and requests the owner contact the Covenants Department if unable to remedy within fifteen days. After notice, unless the owner has contacted the Covenants Department and received additional time, the lot will be re-inspected and if the conditions remain unaddressed, a letter is sent to the owner allowing an additional thirty days to remedy the violation(s).

Once the process is initiated, regularly scheduled site inspections are performed by the Covenants Department. If the violation(s) persist, letter(s) are sent in conformance with the Declaration explaining that unless the matter is resolved by the stated deadline(s) it will be reviewed at an Association hearing in accordance with Section 55-513 of the Virginia Property Owner's Association Act ("Act") for the purpose of taking corrective action, including assessing charges and legal action.

## **Hearing**

Owners will be notified in accordance with the Act and are strongly encouraged to attend if their property is placed on an Association hearing agenda. As a result of the hearing, owners may be assessed charges of \$10 per day for up to 90 days (\$900 maximum) or until the violations are resolved.

In the final stage of the process, the matter may be referred to Association legal counsel for legal enforcement. The Association may seek injunctive relief from the Prince William County General District or Circuit Court to compel compliance with the Association's governing documents and the Guidelines. Pursuant to the Act, the Association may also seek reimbursement of attorneys' fees and court costs incurred in pursuing compliance through legal action.

# PROPERTY MAINTENANCE AND NON-ARCHITECTURAL STANDARDS

## **Buildings and Structures**

Pursuant to Article IV Section 2(J) of the Declaration:

**No building or structure within Lake Ridge shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.**

## **Clothes Drying Facilities**

Permanent outside clothes lines or other outside facilities for drying or airing clothes are not allowed within the Association unless located within a rear yard which is fully enclosed by a privacy fence or otherwise concealed so that the clothes lines or other facilities are not visible from neighboring properties. Temporary clothes drying facilities must be located in the rear yard and removed after each use.

## **Commercial Vehicles**

Commercial vehicles shall not be kept on a lot or private street within the Association in such a manner as will be visible from neighboring properties. Commercial vehicles include any vehicle with commercial advertising (e.g. business or trade names), logos, addresses, telephone numbers, tools, machinery, equipment, supplies, or debris that is visible. These vehicles may be towed at the owner's expense and risk if parked on a private street or in an Association parking lot, including assigned parking spaces. License plates, bumper stickers, window stickers, and decals of a minor nature will not be considered as commercial advertising.

## **Firewood**

Firewood must be neatly and inconspicuously stored in a stack of four feet or less in height. Firewood may be covered with a brown tarp, as long as the tarp is properly attached. The use of blue, green, silver or other colored covers is not permitted. Firewood may not be stored in a front yard.

## **Landscaping/ Vegetation**

Pursuant to Article IV Section 2(H) of the Declaration:

**Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his property, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or other property (public or private) on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material**

Evergreen shrubs are required in front yards. If the evergreen shrubs die or are removed, they must be replaced with approved evergreen shrubs.

Owners are encouraged to install native vegetation. Invasive species (as identified by the Virginia Department of Conservation and Recreation, <http://www.dcr.virginia.gov/natural-heritage/invspdflist>) are not allowed.

Ivy/vines are not allowed to grow on structures or encroach on neighboring properties. Owners are encouraged to remove ivy/vines growing on trees as they may be detrimental to the health of the tree.

Ground cover must be a mix of no less than 50% vegetation and no more than 50% non-vegetative ground cover (i.e. mulch, stones). Shade-loving grass/vegetation is recommended for shady areas. If soil/shade/topography conditions in a rear yard do not allow the growth of vegetative ground cover, non-vegetative ground cover must be utilized to cover the soil.

Owners are encouraged to use naturally colored mulch (i.e. brown).

Tree stumps must be cut so that they are level with the ground or completely removed. Owners are encouraged to remove stumps from front yards.

Grass must be maintained in utility strips and may not be replaced with non-grass vegetation or non-vegetative ground cover without approval. Removal of grass from utility strips is generally not allowed.

Refer to the landscaping/vegetation architectural guidelines for information on proposed landscaping/vegetation.

**Motor Vehicles,  
Watercrafts,  
and Trailers**

Vehicles without license plates, vehicles with expired license plates, vehicles with severe body damage, commercial vehicles, and inoperable vehicles are not permitted to be kept on any lot or private street within the Association in such a manner as will be visible from neighboring properties. Vehicles with gross weight in excess of 7,500 pounds and/or vehicles exceeding 784 cubic feet in size (over-sized vehicles) are not permitted to be kept on any lot or private street within the Association in such a manner as will be visible from neighboring properties. These vehicles may be towed at the owner's expense and risk if parked on a private street or in an Association parking lot, including assigned parking spaces.

Vehicles with four or more rear wheels will only be permitted if the vehicle is designated a residential vehicle and is not in direct violation of any Architectural Guidelines. These vehicles cannot exceed the weight and size limitations or exceed the size of the Common Area parking spaces. Vehicles which are not in conformance may be towed at the owner's expense and risk if parked on a private street or in an Association parking lot, including assigned parking spaces.

Commercial vehicles shall not be kept on a lot or private street within the Association in such a manner as will be visible from neighboring properties. Commercial vehicles include any vehicle with lettering, advertising, logos, tools, machinery, equipment, supplies, or debris that is visible. These vehicles may be towed at the owner's expense and risk if parked on a private street or in an Association parking lot, including assigned parking spaces.

Magnetic signs used for advertising will be permitted on vehicles if the magnetic signs are removed when the vehicle is kept within the Association.

Vehicles may be parked only on streets, in designated parking lots, driveways or garages. Operable vehicles may be stored under a fitted protective cover that is in good condition and neutral in color. Items may not be used to secure vehicle covers and tarps are not allowed.

Vehicles that have a flat tire, broken window, are leaking fluid, under construction, reconstruction, repair, or placed on jacks, jack stands, or other support(s) are not permitted to be kept on any lot or private street within the Association in such a manner as will be visible from neighboring properties. These vehicles may be towed at the owner's expense and risk if parked on a private street or in an Association parking lot, including assigned parking spaces. Maintenance and repairs that can be completed in less than 24 hours are permitted.

Watercrafts, mobile homes, campers, and trailers of any type are not permitted to be kept on any lot or private street within the Association in such a manner as will be visible from neighboring properties. Watercrafts, mobile homes, campers, and trailers may be towed at the owner's expense and risk if parked on a private street or in an Association parking lot, including assigned parking spaces.

**Signs**

Signs less than six square feet in size for the sale or rental of any property within the Association or for political endorsement will be permitted to be placed on private property. Political signs are permitted to be placed on a property no more than thirty (30) days before the voting date and must be removed no later than thirty (30) days after the voting date. All signs that vary from these requirements must be reviewed and approved by the AC prior to installation.

**Towing Policy**

Vehicles, whether commercial or non-commercial, may be towed for any of the towing specifications indicated in the Association documents or signs. The owner of the improperly parked vehicle is financially responsible for towing and storage costs. The Association will not be held liable for any damages to the vehicle during the towing and/or storage of the vehicle. Vehicle owners may call the towing company designated by the Association to pick up towed vehicles.

Vehicles on common property, including assigned parking spaces and the Association-owned streets and parking lots, can be tagged and towed by the Association for any of the following reasons, including but not limited to: no license plates or expired license plates; flat tires; broken windows; severe body damage; parking in “no parking” zones; parking in such a manner that blocks any common sidewalk; parking on a curb or on any common area not designated for parking; having commercial lettering or advertising; having any tools, machinery, equipment, supplies or debris that is visible; leaking fluids; vehicles with gross weight of 7,500 pounds and/or exceeding 784 cubic feet in size; vehicles under construction, reconstruction, repair, or placement on jacks, jack stands or other support; and watercraft, mobile homes, campers and trailers of any type. See Motor Vehicles, Watercrafts, and Trailers for additional information.

In the event a vehicle is partially or wholly parked in or blocking access to a parking space assigned to a specific lot without permission of the lot owner, the lot owner may contact the Association towing contractor and authorize the towing contractor to tow the vehicle.

Signs have been posted at the entrances/exits of private roads owned by the Association stating whom residents/visitors may contact for towing service or retrieval of vehicles. Please review this policy and ensure that you and your guest(s) park in your lot’s designated parking space(s) or available unassigned spaces.

Unassigned spaces are for guests and/or overflow residents’ parking and are available on a first come/first park basis. Please be respectful of your neighbors and do not park your vehicle in an unassigned space for an extended period of time. These spaces are not intended as additional permanent parking for one owner or storage for vehicles which are no longer being driven regularly.

**Trash and Recycling Containers**

Trash and recycling containers should be labeled with the house number. Trash containers must have lids and be large enough to contain all household trash with the lid closed between trash pick-up days. Most typical containers are allowed.

Trash and recycling containers must be stored out of sight in garages, basements, rear yards, or behind approved fences, trash enclosures, partitions, or concealing vegetation. Containers generally may not be stored in front of dwellings or on front porches, however exceptions may be granted for end units, houses on corner lots, houses in pipe stems, and houses with challenging topography making rear yard storage difficult. Owners are encouraged to install an approved trash enclosure when storage in a visible location is necessary.

# COMMON AREA GUIDELINES

## **Introduction**

Common Area refers to all real property owned by the Association for the common use and enjoyment of owners and residents.

The following Common Area Guidelines are provided for the use of Common Area. The Association owns and maintains approximately 1,200 acres of Common Area which consist of planted grass, vegetative grass, wooded areas, private streets and easement areas.

Use of Common Area is at the sole risk of the user, and any use of Common Area may be curtailed at any time based on failure to comply with these Guidelines or changes in circumstances or other reasons as determined by the Association.

## **Damage and Destruction**

In the event an owner or owner's guests, tenants, licensees, agents or family members damages or destroys any Common Area, including any vegetation or structure, the Association will repair the damage at the expense of the owner causing the damage.

## **Debris**

Dumping or storing of debris (including, but not limited to, lawn clippings, trash, scrap lumber, and furniture) is not permitted on Common Area. The Association may seek a minimum compensation of \$100 per occurrence from persons responsible for dumping and/or storing debris on Common Area for the Association's removal of such debris.

## **Firewood**

Neatly stored firewood in stacks of four feet or less in height is permitted in wooded areas and Virginia Power easements behind lot owners' property. Storage of any other type of wood is not permitted on Common Area.

## **Landscaping and Gardens**

Landscaping is permitted on Common Area with prior written approval of the Association. Vegetable gardens are permitted in vegetative areas and Virginia Power easement Common Area with prior written approval of the Association. The required Common Area Request Form is available at the Association Administrative Office and on the website ([lakeridgeva.com](http://lakeridgeva.com)). Requests are individually considered by the Association within thirty days of submission.

Even though permission to use Common Area may be given to the owner, the Association retains ownership of Common Area. The Association may withdraw approval, require removal, or alter vegetation as it deems necessary without notice.

The applicant must contact Miss Utility (800-552-7001) prior to any digging. The applicant is responsible for any damage to Common Area and will be responsible for maintenance such as weeding, mulching, leaf removal, etc.

The Association is not responsible for damage or replacement of any plantings on Common Area. The Association is not responsible for any injuries resulting from use of or activities on Common Area.

No invasive species (as identified by the Virginia Department of Conservation and Recreation, <http://www.dcr.virginia.gov/natural-heritage/invspdflist>) may be planted or discarded on Common Area.

For information on removal of vegetation on Common Area, please refer to Trees, Shrubbery and Other Vegetation in these Guidelines.

**Motor Vehicles,  
Watercrafts and Trailers**

Motor vehicles, watercrafts, and trailers of any kind are not permitted to be driven or parked on Common Area with the exception of Association-owned streets and parking lots as permitted by the Guidelines. Vehicles, watercrafts, and trailers parked on Common Area may be towed at the owner's expense and risk.

Vehicles parked in identified "NO PARKING" areas (painted curbs and pavement, signage, etc.) on Association-owned streets and parking lots are subject to immediate towing without notice by the Association at the owner's expense and risk to ensure that these areas remain unobstructed.

**Recreational Equipment**

Privately owned portable recreational equipment (including, but not limited to, lawn furniture, picnic tables, and basketball backboards) may be used on Common Area. If left unattended, it may be subject to removal and disposal by the Association without notice. Other items may be identified as recreational equipment at the Association's discretion. Skateboard ramps are not permitted on Common Area and may be subject to removal and disposal by the Association without notice.

**Signs**

Signs are not permitted on Common Area unless approved by the Association, approved and registered with Virginia Department of Transportation (VDOT), or legally required. Other signs placed on Common Area may be subject to removal and disposal by the Association without notice.

**Structures**

Structures of any kind whether permanent or temporary (including, but not limited to, sheds, decks, stairs, swing sets, trampolines, fences, playhouses, treehouses and skateboard ramps) are not permitted on Common Area. Such structures may be subject to removal and disposal by the Association without notice.

**Trash and Recycling**

Trash and recycling containers are not permitted to be stored on Common Area. On non-trash collection days, containers are to be stored on the owner's lot as permitted by the Property Maintenance and Non-Architectural Standards. For information on trash enclosures, please refer to the Architectural Guidelines. All containers must have lids and be labeled with the house number. Containers left on Common Area on non-trash collection days may be removed by the Association without notice.

**Trees, Shrubbery and  
Other Vegetation**

Trees, shrubbery and other vegetation may not be damaged, destroyed or removed from Common Area. The Association may seek a minimum compensation of \$500 per occurrence from individuals responsible for the damage, destruction or removal of trees, shrubbery and other vegetation on Common Area.

It is not permitted, under any circumstances, to remove trees on Common Area and the Association is to be notified of dead trees on Common Area for possible removal. Trees felled by the Association or by nature may be cut up for firewood by residents at their own risk. Please refer to the Firewood section of these guidelines for storage information on Common Area and to the Property Maintenance and Non-Architectural Standards for storage information on lots.

**Yard Sale**

Resolution No. 2006/4-6 requires all owners to submit a written request to the Facilities Department no later than the Wednesday of the week prior to any requested yard sale on Common Area, and to obtain a permit prior to the yard sale.

Permits are for a fixed date, time frame and location, will be given only to the owner on the request, and must be available for inspection during the event. The permit holder is solely responsible for keeping the area clean during and after the

event and may be subject to reimbursement of expenses incurred by the Association for clean-up and expenses for legal action to address conduct and conditions.

The owner is responsible for complying with county ordinances.

Yard sales are strictly prohibited on Common Area which borders major thoroughfare streets (including, but not limited to, Antietam Road, Cotton Mill Drive, Hedges Run Drive, Mohican Road, Oakwood Drive, and Springwoods Drive). Please refer to Resolution No. 2006/4-6 for additional information.

**LAKE RIDGE PARKS AND RECREATION ASSOCIATION, INC.**

12350 Oakwood Drive, Lake Ridge, VA 22192  
(703) 491-2154, Fax – (703) 497-7145, [maintenance@lakeridgeva.com](mailto:maintenance@lakeridgeva.com)

**COMMON AREA REQUEST FORM**

Applicant Name(s) \_\_\_\_\_

Lake Ridge Address \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Home/Cell Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Email \_\_\_\_\_

**Common Area Location** \_\_\_\_\_

Please specify the exact location on Common Area.

For landscaping plans include the number, type, and location of vegetation and any material to be used. For vegetable gardens include the dimensions, type and location of vegetation and any material to be used. Please note distance to adjacent property lines and any relevant surrounding features.

**NOTES:**

1. Requests from properties with delinquent assessment accounts will be denied on the basis of the account delinquency. Once the assessment account is in a current status, the Association will promptly review and act on these requests.
2. Applicant understands and agrees that no work shall commence until written approval by the Association has been received.
3. Where applicable, utility easements are to be marked before any digging is started. For location of underground telephone, cable TV, electric, gas, water and sewer lines, **REMEMBER – 48 HOURS BEFORE YOU DIG CALL “Miss Utility”** at 1-800-257-7777. Please note there is a **FINE** if underground cables or conduits are severed.
4. Misrepresentation of any items in this request, either oral or written, may void any approval by the Association.

**DESCRIBE YOUR COMMON AREA PROJECT. ATTACH ADDITIONAL SHEETS IF NEEDED.**

I have read the current Common Area Guidelines and believe this proposed project complies.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Thank you for your cooperation. Your request will be acted on as soon as possible. A written response will be sent to you.

Please contact the Association with any questions.

**Covenants Department**

703-491-2154

[Covenants@lakeridgeva.com](mailto:Covenants@lakeridgeva.com)

**Facilities Department**

703-491-2154

extension 107 or 103

[Maintenance@lakeridgeva.com](mailto:Maintenance@lakeridgeva.com)

**Administrative Office**

Lake Ridge Association

12350 Oakwood Drive

Lake Ridge, VA 22192

703-491-2154

(Fax) 703-497-7145

**Office Hours**

Monday-Friday

8:30 a.m.-5:00 p.m.

**Website**

[www.lakeridgeva.com](http://www.lakeridgeva.com)