



SEQUOIA MANAGEMENT COMPANY, INC. • 13998 PARKEAST CIRCLE • CHANTILLY, VIRGINIA 20151-2272 • 703-803-9641 • FAX 703-968-0936
www.sequoiamanagement.com

MEMORANDUM

To: All Newgate Homeowners Association Owners

From: Sharon Bucklin, CMCA®, AMS®
Community Manager

Date: January 30, 2019

RE: Revised Parking Resolution No. 7

Enclosed please find the following items for your review:

Resolution No 7: Revised Parking Policy – This resolution is a revision of the previous parking policy that was in place.

Please keep this information with your other important HOA documents.

If you have any questions, please feel free to contact us between 8:30 am and 5:00 pm Monday through Friday at 703-803-9641 or via email at sbucklin@sequoiamgmt.com.

NEWGATE HOMEOWNERS ASSOCIATION

POLICY / REGULATORY RESOLUTION NO. 7

REVISED PARKING POLICY

(As amended January 2019)

WHEREAS, Section 55-513A of the *Virginia Property Owners' Association Act*, Va. Code § 55-508, *et seq.* ("Act") grants the Board of Directors of Newgate Homeowners Association ("Association") the power to establish rules and regulations for the use of the property and with respect to such other areas of responsibility assigned to the Association by the Declaration of Covenants, Conditions, and Restrictions for Newgate Homeowners Association ("Declaration"), of record in the land records of the Circuit Court of Fairfax County at Deed Book 5581, Page 1530 *et seq.* (as amended); and,

WHEREAS, Section 55-515A of the Act charges all lot owners and their tenants, guests and invitees with compliance with the Act, the Declaration, Bylaws and Rules and Regulations of the Association, as amended; and,

WHEREAS, Section 55-513A of the Act confers upon the Board of Directors the authority to establish, adopt and enforce rules and regulations with respect to the use of the Association's common areas; and,

WHEREAS, Article III, Section 2(e) (*Property Rights*) empowers the Association to regulate the use of the Common Area for the benefit of the members; and,

WHEREAS, Section 55-513B of the Act authorizes the Board of Directors to suspend a member's right to use facilities provided directly through the Association for nonpayment of assessment obligations which are more than 60 days past due; and,

WHEREAS, it is the intent of the Board of Directors to revise the Association's existing general parking policy to authorize the suspension of common area parking space assignments for any lot owner who is delinquent by sixty (60) days or more in the payment of any assessment obligation to the Association;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors adopts the following policy to become effective February 1, 2019.

I. PARKING SPACES AND ASSIGNMENT OF PARKING SPACES

Parking in the single-family dwelling section(s) of the Newgate subdivision is not regulated, inasmuch as the single-family homes have driveways and are served by public streets. Parking is regulated, however, in the townhome sections of Newgate, because the townhome parking areas are common areas owned in fee simple by the Association. There are two (2) classes of common area parking spaces in the townhome sections of the Newgate subdivision: (i) those spaces assigned to individual lots; and, (ii) visitor spaces that are marked as such and to be used only by visitors.

A. Assigned Parking Spaces

Townhomes (including “back-to-back” lots) shall be assigned two (2) parking spaces per dwelling for approved vehicles. The assignment or designation of same is a temporary revocable license granted by the Association. The effect of the assignment creates two (2) reserved parking spaces for the exclusive use of the residents of the lot to which it is assigned. Assigned parking spaces are marked by numbers painted on the asphalt of each individually assigned parking space. The privilege to park in an assigned common area parking space may be suspended by the Board of Directors after notice and opportunity to be heard in the event of delinquency in excess of sixty (60) days in the payment of any assessment obligation to the Association

B. Visitor Parking Spaces

Parking spaces marked VISITOR are reserved for neighborhood visitors only. Residents are not permitted to use VISITOR spaces. Visitors may use VISITOR spaces for no more than three (3) consecutive calendar days. Vehicles which are parked in excess of this time period will be identified for towing

C. Changes or Additions to Parking Space Markings

Only the Board of Directors is authorized to change parking space assignments and the markings related thereto. No extraneous marking, signs, initials, numbers or other additions, alterations or deletions to any marked parking space shall be made by residents.

D. Reassignment of Spaces.

Pursuant to its regulatory authority at Article III, Section 2(e) of the Declaration, the Board of Directors may reassign previously assigned parking spaces. Prior to making such reassignment, the Board of Directors or the Association’s management agent shall give 14-day written notice to the resident whose reserved parking space is to be reassigned. The notice shall state the reason for the reassignment.

The Board may reassign parking spaces if such a reassignment is determined to be necessary to accommodate residents who require special accommodation (*i.e.*, are physically handicapped with impaired mobility). In the event such a reassignment is made, the reassigned parking space(s) shall revert to their original assignee when and if the reason for such accommodation ceases to exist. A request for a reassignment based upon a disability condition may be made at any time.

II. DEFINITIONS: APPROVED / UNAPPROVED VEHICLES

A. Approved Vehicles

Conventional Vehicles. Any conventional passenger car, motorcycle, truck or van of less than 7,500 pounds gross weight and not specifically prohibited elsewhere in this Resolution.

B. Unapproved Vehicles

1. Commercial Vehicles. The Board shall use the following criteria to determine if a vehicle is intended and/or use for commercial use:

(a) Any vehicle that is included in the commercial vehicle definition in Section 20-300 of the Fairfax County Zoning Ordinance;

(b) Any vehicle with a gross weight of 11,000 pounds or more, or any vehicle which extends beyond the length of the parking space and/or exceeds 85% of the width of the parking space. The parking space is defined as the area from the curb to the end of the white separator lines, and between two separator lines measured from the inside of the two lines.

(c) Any vehicle that has commercial signs, lettering, advertising and/or commercial equipment visible from or on the exterior. Any vehicle not designed for primary use as a carrier of passengers (*e.g.*, panel vans). Commercial equipment includes exterior racks (except ski racks and bicycle racks), pipes, ladders or interior equipment such as supplies, propane, pesticide, fuel tanks, cabling, unsecured tools or supplies indicative of commercial use.

2. Inoperative Vehicles. Any vehicle with a malfunction of an essential part required for the legal operation of the vehicle on a public highway, or which is inoperative because of the visible absence or removal of tires, wheels, engine, or other essential parts required for legal operation of the vehicle. A visibly flat or underinflated tire makes the vehicle inoperative.

3. Unregistered Vehicles. Any vehicle that does not have current license plates and or does not visibly display a valid Virginia or other state inspection sticker. (Residents should call the Fairfax County Police non-emergency number to report violations).

4. Recreational Vehicles. Any boat, boat trailer, motor home, self-contained camper, mobile home, trailer, pop-up camper/tent trailer, horse trailer or similar recreation-type vehicle. Private or public school or church buses are unapproved vehicles under both this section and the Commercial Vehicles section.

5. Other Equipment and Machinery. Any agricultural, industrial, construction or similar machinery or equipment.

6. Exceptions granted by Board of Directors. Any vehicle which is not described in one of the above categories may be permitted or prohibited by the Board of Directors on a case-by-case basis.

III. PARKING RULES AND REGULATIONS

A. Use of Parking Areas. Parking areas shall be used solely for the parking of approved vehicles as defined herein. Vehicles may be parked only in designated parking spaces and areas. All other vehicles are prohibited except when picking up or delivering passengers or merchandise, or during the performance of work or services at the location.

B. Recreational and Commercial Vehicles. No commercial or recreation vehicle as defined in Section II.B above shall be parked in the common parking areas. Recreation and commercial vehicles that are registered to a resident of Newgate may be stored in the Recreational Vehicle Lot, subject to applicable rules and fees as set forth in Article IV below.

C. Inoperative Vehicles. Any vehicle defined in Section IIB.2 above is prohibited.

D. Unregistered Vehicles. Any unregistered vehicles as defined in Section IIB.3 are prohibited except for vehicles owned by any resident who has received a waiver from the requirements to display a Virginia inspection sticker on their vehicle. All vehicles must display current Virginia or home state license plates. It is the responsibility of any resident who has received a waiver to notify the Association of the waiver and submit to the Community Manager the appropriate documentation from the Commonwealth of Virginia and Fairfax County.

E. Unlicensed Vehicles. No unlicensed vehicles, including but not limited to motorized bicycles, all-terrain vehicles, mini-bikes, go-carts, mopeds, or dune buggies shall be operated or parked upon any common area, including private streets, parking lots, sidewalks, grassy areas and trails.

F. Other Equipment and Machinery. No equipment and/or machinery as defined in Section IIB.5 shall be parked in the common area parking spaces.

G. Nuisance Vehicles. Any vehicles that are a hazard or nuisance by noise, exhaust emission, fluid emission, appearance or otherwise, or that operate in a manner that disturbs residents, are prohibited.

H. Unsafe Vehicles. Vehicles may not be parked or stored unattended in a hazardous condition, including, but not limited to, vehicles on jacks or blocks. Vehicles parked on common areas and on driveways must have properly inflated tires at all times.

I. Stored Vehicles. No vehicle may be parked in an unassigned parking space for a period of more than seven (7) days. Any vehicle remaining in an unassigned parking space for over seven (7) days without being moved shall be subject to the enforcement actions set forth in Section IV below.

J. Fire Lanes. Parking in areas designated as fire lanes is a violation of the Fairfax County Code and is prohibited by this Resolution. The Association has given Fairfax Police the authority to enter upon Association common area property and to cite fire lane violations on Association property. The Board of Directors or management agent may initiate an immediate tow without notice of any vehicle parked in violation of any fire lane.

K. Handicapped and No Parking Areas. No vehicles other than a vehicle clearly indicated as operated by or for a handicapped person may be parked in any space reserved for handicapped parking. All vehicles must comply with "No Parking" areas as posted or designated by a yellow curb. No vehicle may be parked on the street within 10 feet on either side of the entrance to a single-family driveway. No vehicle, trailer, or other conveyance may be parked in the rear yard of a single-family home.

L. Repairs. Major repairs to vehicles are not permitted in common area parking spaces. Minor maintenance or repairs begun on any vehicle by an owner or his assigned agent while on any common area must be completed within one (1) working day of commencement of the repair. Automotive fluids or parts may not be discarded on or within the common areas.

M. Dumping Materials. The dumping, disposal, or leaking of oil, grease, or any other chemical residual substance, or any substance or particles from holding tanks of any vehicle is prohibited throughout the Newgate subdivision.

N. No Reassignment or Delegation of Parking Privileges. No resident may re-assign, rent, sell or exchange his or her assigned parking space(s) without the express written approval of the Board of Directors.

O. Vehicle Operator Responsibilities

1. Vehicles shall only be parked in properly marked spaces on the common area parking lots and in single-family driveways. Only one (1) vehicle shall be parked in each common area parking space (an exception for motorcycles is set forth at #5 below).

2. Vehicles shall not be parked in fire lanes, occupy more than one parking space, impede the normal flow of traffic, block any sidewalk, mailbox, traffic or information sign, or prevent ingress and egress of any other vehicles to adjacent parking spaces or the open roadway.

3. Vehicles parked in the parking lot spaces must be positioned parallel to the white separator lines so that no portion of the vehicle extends over the lines designating the individual parking space.

4. No vehicles shall be parked perpendicularly to the marked parking spaces.

5. A motorcycle may be parked in the same parking space as an approved vehicle, provided the resident either parks the motorcycle (a) immediately parallel to the curb so that the approved vehicle remains completely parked within the parking lines, or (b) in between the vehicles parked within the resident's two assigned parking spaces. Under no circumstances may a resident park a motorcycle in any manner which:

(a) interferes with the parking space rights of any other resident; or

(b) causes the approved vehicle to extend beyond the parking lines into the vehicular pathway of the street. The parking of a motorcycle on any grassy area or on the townhome or back-to-back lots within the community (other than on a driveway) is strictly

prohibited. As set forth herein, motorcycles must be parked only in common area parking spaces or on/in single family driveways.

6. The operation of licensed vehicles in the common areas shall be restricted to paved roadways only.

7. No person shall operate a motorized vehicle on Association property without a proper operating license.

8. No motor vehicles shall exceed the 15-mile per hour speed limit while in the common areas.

P. Lot Owner Responsibilities

1. All owners are responsible for ensuring that their family members, employees, visitors, guests, tenants and agents are aware of and comply with all parking rules and regulations as may be adopted by the Board of Directors.

2. Unless such notice is prevented by an emergency situation, 72-hour advance notice shall be given to the owners and to all affected residents when maintenance or repairs are scheduled to be performed on the common parking areas.

IV. RECREATIONAL VEHICLE STORAGE AREA POLICY AND RULES

The Board of Directors has designated a portion of the common area to be used as a recreational vehicle storage area ("RV Lot"). As described by the title, the lot is to be used to store recreational vehicles of Newgate residents (members or their tenants) and Heritage Crossing HOA members.

A. As set forth in Section IIB.4 above, recreational vehicles are defined as any boat, boat trailer, motor home, self-contained camper, mobile home, trailer, pop-up camper/tent trailer, horse trailer or similar recreation-type vehicle. The Board of Directors shall retain the right to modify the definition of recreational vehicles for purposes of storage in the RV Lot.

B. Each recreational vehicle stored in the RV Lot must display current license plates, tags and/or stickers or other proof of current registration in Fairfax County and the Commonwealth of Virginia, as may be appropriate to its type of vehicle. Current non-Virginia registrations will be acceptable for vehicles owned by military personnel exempt from the Virginia registration requirements.

C. The RV Lot shall be secured by a lock and access shall be by a key issued by the Association's management agent.

D. All parking spaces in the RV Lot shall be assigned spaces. Each space shall be assigned at the time of the issuance of a key to the RV Lot to the Association resident.

E. Newgate or Heritage Crossing residents may apply for a parking space in the RV Lot by submitting a request in writing to the management agent. The application must include the member's name, address, telephone number and vehicle description (applications submitted by tenants must also include the same information for the tenant). See the RV Lot application attached hereto.

(1) Before being assigned a parking space, each applicant must also provide proof of current vehicle registration and sign a liability release form. Only vehicles registered to Newgate or Heritage Crossing residents may be parked in the RV Lot.

(2) Current registration must be reconfirmed with the management agent each year before April 1 and October 1 in order to keep an assigned space.

F. The assignment of spaces shall be on a first-come, first-served basis among eligible Newgate and Heritage Crossing residents, based upon order of receipt by the management agent of applications for the spaces. Newgate residents shall have priority over Heritage Crossing residents for available parking spaces in the RV Lot. In the event that there are no available spaces, the applicant shall be placed on a waiting list for the next available space. As spaces become available, the management agent will notify the next eligible applicant on the waiting list. At that time, the applicant will have thirty (30) days to provide the required registration documentation and be assigned a space or forfeit his turn on the waiting list. He may then re-apply and be placed at the end of the waiting list. Each member may have a concurrent maximum of one assigned space and/or waiting list turn.

G. Rates: \$25.00 key deposit

\$50.00 monthly fee for Newgate owners/renters

\$75.00 monthly for Heritage Crossing

H. An assigned space or waiting list position may not be transferred to any other party and shall be forfeited when the member leaves the Association (Newgate or Heritage Crossing).

I. Remedy of Association for Non-payment of RV Lot Parking Fees. In the event the owner of a vehicle parked in the RV Lot becomes delinquent by more than sixty (60) days in the payment of the monthly parking fee, Newgate's management agent shall send to the vehicle owner a notice of delinquency/notice of towing. The notice shall be sent by first class mail to the address specified by the vehicle owner on his/her application for an RV Lot parking space. The vehicle owner shall have thirty (30) days from the date of the notice to bring current his account for the RV Lot parking privilege. In the event the vehicle owner fails to do so, the Newgate management agent shall coordinate the towing of the vehicle from the RV Lot.

V. ENFORCEMENT

A. Resident's Responsibility. If an unauthorized vehicle is parked in a resident's assigned parking space or is parked in such a manner as to obstruct ingress or egress to a resident's

assigned parking space, that resident may contact the licensed towing company under contract to the Association and may have the violating vehicle towed without notice. All costs and risks of towing and impoundment shall be the sole responsibility of the vehicle's owner.

B. Association Responsibility.

1. Vehicle Removal. The Board of Directors shall have the authority to remove from common area parking any vehicles not in compliance with the provisions of this Resolution. This authority may be delegated to the Managing Agent or Community Manager. All costs and risks of towing shall be the sole responsibility of the vehicle's owner.

2. Violations Subject to Immediate Action. The following violations may result in the immediate towing of the violating vehicle without notice.

- (a) Parking within fifteen (15) feet of a fire hydrant or in a designated fire lane;
- (b) Parking so as to occupying more than one (1) parking space;
- (c) Parking perpendicularly to the marked parking space or on a grassy area or sidewalk;
- (d) Parking in such a manner that impedes access to sidewalk ramps or mailboxes;
- (e) Any vehicle presenting a safety or environmental hazard (e.g., unattended and on blocks or jacks; dripping oil or other fluid, etc.).

3. Notice of Violation. Any vehicle parked in violation of the Parking Rules and Regulations set forth in Section III shall have a notice of violation posted thereon by the towing contractor. If the vehicle is not brought into compliance within the time period specified in the Notice, it will be subject to removal by towing. A record of such action will be entered into the Managing Agent's violation records.

4. Recurring or Subsequent Violations. Subsequent or recurring violations of the provisions set forth in this Resolution committed within any consecutive twelve-month period shall subject the violating vehicle to immediate towing without notice.

VI. SUSPENSION OF COMMON AREA ASSIGNED PARKING PRIVILEGE

Pursuant to Va. Code § 55-513, the Board of Directors may suspend any lot owner's privilege to park in the parking spaces assigned to his/her address if that owner is delinquent in excess of sixty (60) days in the payment of any assessment obligation to the Association. A suspension of a lot owner's assigned parking privilege operates to suspend the privilege of that owner's tenants, guests and invitees as well. Any suspension so imposed shall apply to both reserved parking spaces assigned to that lot.

A. Administrative Due Process. No suspension of the assigned parking privilege shall be imposed pursuant to this Resolution until the process requirements established by Va. Code § 55-513B have been fulfilled.

1. Notice and Hearing Requirements. Any owner who is in arrears in excess of 60 days of any assessment obligation to the Association and for whom a suspension has been proposed shall be given an opportunity to be heard before the Board of Directors to contest or respond to the allegation. A written notice of hearing from the Board of Directors (or the Managing Agent) shall be delivered by hand or mailed by certified mail, return-receipt requested to the owner in arrears. The notice of hearing will advise the owner of his or her right to contest or respond to the allegation at a hearing before the Board. Such notice will be delivered or mailed at least fourteen (14) days prior to the scheduled hearing date and will advise the owner of:

(a) of the scheduled date, time and location of the hearing; and,

(b) the owner's right to be represented by counsel (if desired by the owner and at the owner's expense). The notice will be in a format approved by the Board of Directors and will allow the owner to expressly request a hearing. An owner may request that the hearing be conducted on a date other than as specified in the notice, but such request shall only be granted if reasonable and satisfactory justification for rescheduling the hearing is presented. The Board of Directors shall set hearing dates at its discretion.

(c) If an owner fails within the time allotted to affirmatively request a hearing or the owner requests a hearing but fails to attend the hearing without providing a reasonable and satisfactory explanation, the owner shall be deemed to have waived his or her right to such hearing and the suspension may be imposed upon a majority vote of the Board of Directors. The Board shall not be required to conduct a hearing unless the owner affirmatively requests such a hearing.

(d) If an owner exercises his or her right to a hearing, the Board will allow the owner to present any material or information relevant to the alleged violation(s). As soon as practicable after the hearing, the Board shall convene in executive session to decide upon a disposition of the matter. The Management Agent shall thereafter advise the owner of the Board's decision in writing, by a notice of hearing result letter delivered by certified mail, return receipt requested or hand-delivered, within seven (7) calendar days of the hearing date. The notice shall also advise the owner of the date on which the owner's or tenant's vehicle(s) shall be subject to towing from those assigned parking spaces.

2. Effect of Suspension of Assigned Parking Privilege. In the event the Board of Directors imposes a suspension of the assigned parking privilege, the Management Agent shall notify the Association's towing contractor that effective ten (10) days from the date of the notice of hearing result, any vehicle parked in the spaces assigned to the lot owner's address may be towed without notice. The suspension shall be indefinite in duration and shall only be lifted upon the lot owner becoming current in all assessment obligations to the Association.

3. Reinstatement of Parking Privileges. When the Board determines that the lot owner's delinquent assessment account is current, the Board shall within ten (10) days of that determination notify the owner in writing of the reinstatement of his/her privilege to park in the common area parking spaces assigned to that lot.

VII. LIABILITY

A. The Association assumes no responsibility for any damage to any vehicles parked or operated on Association common area, nor for any damage to the vehicle caused by a towing performed in the enforcement of the rules/regulations set forth herein.

B. Vehicle owners shall be liable for any expenses incurred by the Association as a result of any damage done to the common areas caused by the use, repair or maintenance of their vehicle, or as a result of negligence, whether on the part of the owner, the owner's family, tenants, guest or agents.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

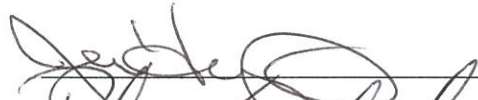
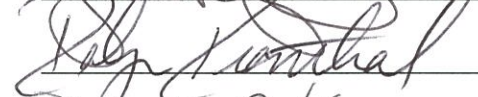
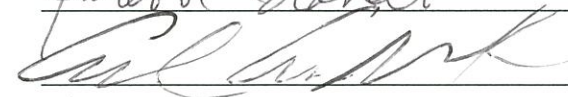
RESOLUTION ACTION RECORD

Resolution Type: Policy No. 7 (Amended)

Pertaining to: **Revised Parking Policy**

Duly adopted at a meeting of the Board of Directors of the Newgate Homeowners Association held January 28, 2019.

Motion by: Donna Kozan Seconded by: Robyn Kronthal

		VOTE:			
		YES	NO	ABSTAIN	ABSENT
	, Member	✓			
	, Member	✓			
<u>Donna Kozan</u>	, Member	✓			
<u>Janet B. Grendt</u>	, Member	✓			
	, Member	✓			
_____	, Member				

ATTEST:

 Secretary

Jan. 28, 2019
 Date

Book of Minutes - 2019

Book Resolutions:	Book No.	Page No.
Policy	_____	_____
Regulatory	_____	_____
Special	_____	_____
General	_____	_____

Resolution effective: February 1, 2019

Newgate Homeowners Association

Application for Recreational Vehicle Rental Space

RV LOT

RV Lot Space # _____

Name: _____ Date: _____

Property Address: _____

Mailing Address (if different than above) _____

Telephone: (Mobile) _____ (Home) _____

Description of Vehicle: _____

License Plate Number: _____ State: _____ Expiration Date: _____ Serial Number: _____

Please Check One: Owner: _____ Tenant: _____

Please note, if you are a tenant you will need to provide written approval from your landlord to apply for an RV Lot space.

The undersigned hereby accepts full responsibility for his/her recreational vehicle parked in the Newgate Homeowners Association RV Lot relating to any damages or injuries that may occur while on Newgate Property. The undersigned also accepts responsibility for the key to the gate lock. This key must be returned to the management agent's office within five (5) days from the termination date of this agreement. The undersigned also agrees to abide by the Recreational Vehicle Lot Regulations set forth by the Newgate Homeowners Association on June 11, 1987 and any amendments thereto.

_____/_____
/

(Signature of Vehicle Owner/Date)

For office use only

Date Key Issued: _____

Key Deposit Paid: _____

Assigned Space: _____

Permit Number: _____

Date Key Returned: _____

Initials: _____

Date Registration Expires: _____

Proof of Registration Renewal: _____