

Parks at Piedmont South Condominium Association
Policy Resolution No. 14-02

(Parking Rules and Regulations)

(Supersedes all other parking rules and regulations issued prior to date set forth below)

WHEREAS, Article V, Section 1 (c) of the First Amended and Restated Declaration of Condominium ("Declaration") of the Parks at Piedmont South, A Condominium Association ("Association") establishes the right of the Association's Board of Directors ("Board") to regulate parking on the Common Elements; and

WHEREAS, Article III, Section 1 (f) of the Association's Bylaws establishes the right of the Board to enact and amend rules and regulations pertaining to the use and occupancy of the Common Elements; and

WHEREAS, the Board believes it is in the best interest of the Association to establish and promulgate uniform rules and regulation related to the parking of vehicles on the Association's Common Elements.

NOW, THEREFORE, BE IT RESOLVED THAT the following rules and regulations related to the parking and use of Vehicles are hereby adopted:

I. DEFINITION OF TERMS:

- A. **Property**: The Property as set forth in the Declaration, as amended.
- B. **Resident**: Any person, whether owner or tenant or family member thereof, who resides within the Property.
- C. **Parking Areas**: Any portion of the Common Elements marked and designated as parking spaces, whether assigned or unassigned.
- D. **Vehicles**: Any motorized device in, or by which, persons or property, may be transported or drawn on a highway. Such devices shall include, but are not necessarily limited to, automobiles, motorcycles, trucks, campers, and any other recreational vehicle.
- E. **Oversized vehicles**: Any vehicle, which, because of its irregular height, length, shape or width will not fit wholly within the confines of a single parking space. In addition to the previously referenced and more generalized definition, an oversized vehicle shall also be construed as a vehicle which exceeds any one of the following specifications: greater than ten (10) feet in length from axle to axle, nineteen (19) feet in length from bumper to bumper, eight (8) feet in width, 10,000 pounds in gross weight, has three or more axles and/or commercial license plates.
- F. **Commercial Vehicles**: Any vehicle that includes the following: a) a vehicle in which the driver is ordinarily hired for transport; b) a vehicle with uncovered exterior logos, signs, letters, numbers, advertising, or with irregular and distinct coloring; c) an unmarked vehicle with commercial paraphernalia or equipment attached, strapped or affixed to the exterior of the vehicle; and d) any unmarked vehicle that because of its irregular height, length, shape or weight is not a conventional passenger vehicle and is more suited to a commercial purpose.

- G. **Recreational Vehicles:** Any motor home, self-contained camper, mobile home, boat, all-terrain vehicle, dune buggy, trailer, boat trailer, pop-up camper/tent trailer, horse trailer, any semi trailer or trailer used to transport wave runners, jet skis, motorcycles or all terrain vehicles, and any other type of vehicle primarily designed for recreational use as opposed to conventional passenger use.
- H. **Improperly Licensed /Unlawfully Parked Vehicles:** Any vehicle with an expired or otherwise invalid state license plate, state inspection sticker parked in the Parking Area. And, any vehicle which contains no state license plate or inspection sticker.
- I. **Inoperative Vehicles:** Any vehicle that does not run or cannot be driven on state road or any vehicle which is partially or totally disassembled as a result of the removal of tires, wheels, engine or other essential part.
- J. **Abandoned Vehicles:** Any vehicle left unmoved in an unassigned parking space for more than 72 hours, unless the owner provides written notice to the Board or its Managing Agent that he or she will be away and unable to move the vehicle for a period greater than 72 hours.
- K. **Owner:** Any person(s) or corporation that is the legal owner of a Unit within the Property.

II. RULES AND REGULATIONS:

- A. **General:** No Commercial, Recreational, Oversized, Inoperative, Improperly Licensed/Unlawfully Parked or Abandoned Vehicles (as defined herein) shall be parked anywhere on the Property without the written consent of the Board. All such Vehicles shall be considered "Unauthorized Vehicles".
- B. **Use of Parking Areas:** Residents may not use the Parking Areas for any purpose other than vehicular parking. **Each Lot will be provided with two (2) hangtags required to be displayed at all times to park in the Parking Areas.** All Unauthorized Vehicles are prohibited except to pick up or deliver passengers or merchandise or during the performance of work or services at the Property.
- C. **Number of Vehicles:** Residents may not park more than two (2) motor vehicle, including but not limited to motorcycles, on the Parking Area. No vehicle may remain in the same Parking Area space for more than 72 hours without being moved, unless otherwise approved by the Board of Directors.
- D. **Registration Requirement:** All vehicles parked in the Parking Areas must display a valid parking hangtag issued by the Association in order to be lawfully parked within the Parking Areas.
 - 1. **Parking Hangtag Permit:** The Association shall issue two (2) parking hangtag permits per Unit to the Owner(s) of record or to his/her tenant provided the following criteria are met:
 - a. Each Owner or Resident must complete and submit a Vehicle Information Form (see attached). Each form must contain complete information for each owner/tenant with a registered vehicle.

- b. Tenants must provide a copy of the current lease, showing his or her leasehold interest in the property.
- E. **Placement of Parking Permit:** Parking hangtag permits must hang from the rearview mirror or, for motorcycles or convertibles, be displayed on the rear bumper or other clearly visible spot. Hangtags must be facing outward and must be clearly visible. Parking hangtag permits are not transferrable between Units and shall only be utilized by the Owner(s) of a particular Unit and/or his or her guests or resident family members.
- F. **Replacement Fees/Abuse of Hangtag Permit:** If a resident loses a parking hangtag permit, the original applicant must submit a request for a new hangtag permit and pay a fee in such amount as may be determined by the Board from time to time, but shall not exceed the actual costs incurred by the Association to include the twenty five (\$25) dollar administrative fee charged by management to issue a new permit before the Association will issue a replacement. As a condition of the issuance of the replacement, the Owner agrees that if found, the prior hangtag permit shall be destroyed and he/she shall not attempt to re-use, or allow others to use, the same. Additional hangtag permit requests made earlier than twenty-four months of the issuance of first replacement hangtag permit shall be issued upon affidavit signed by the Owner. It shall be prohibited for any Owner (or his or her family, guest, or tenants) to use fraudulent, doctored or counterfeit hangtag permits, or to use permits that were previously reported as lost/stolen. If a permit is damaged, one replacement permit will be provided free of charge if and only if the damaged permit is returned to Managing Agent when requesting the replacement. If the damaged permit cannot be returned the Owner shall be subject to the replacement fee for a lost permit.
- G. **Repairs:** Repairs or maintenance to vehicles, painting of vehicles or the drainage of automobile fluids are not permitted anywhere on the Property, except for emergency repairs of a minor nature (e.g., such as the repairing of a flat tire or the recharging of a dead battery).
- H. **Dumping of Materials:** The dumping, disposal or leakage of oil, grease, or any other chemical residual substance is not permitted on the Property. Any such dumping will result in the suspension and/or revocation of parking privileges, and the unit owner will be assessed for costs incurred by the Association including, but not limited to, all clean-up costs, as well as any applicable local, state, and/or federal penalties or fines.
- I. **Residents' Responsibilities:**
1. Only one (1) vehicle may be parked within each parking space. A motorcycle may be parked in front of another vehicle provided that both the vehicle and the motorcycle fit within the confines of the parking space lines and do not violate vehicular length and width provisions.
 2. Vehicles may not be parked in fire lanes or any curb areas painted yellow, grassy areas, may not occupy more than one parking space, impede the normal flow of traffic, block or impede access on any sidewalk or mailbox, or prevent ingress and egress of any other vehicle to adjacent parking spaces or the open roadway.
 3. Vehicles may not be parked diagonally to the marked parking spaces or behind other parked vehicles.

4. Vehicles such as school buses, moving vans, service or delivery trucks may be parked in the parking area on a brief, temporary basis if essential to the performance of a service, and provided the vehicle is immediately moved, if necessary, to allow ingress or egress of other vehicles.
5. Vehicles may be operated only on the paved roadways of the Property and use on sidewalks or grassy areas is prohibited.
6. Residents must have a valid operator's license in order to operate a motorized vehicle on the Property.
7. If a vehicle's security system interferes with the right of quiet enjoyment of the community for more than fifteen (15) minutes, the vehicle is subject to immediate removal by towing.
8. All Owners are responsible for ensuring that family members, employees, guests, tenants and agents observe and comply with these regulations and any Rules and Regulations as adopted from time to time by the Board.
9. No vehicle shall be parked on the Common Elements with a "For Sale" sign in view.
10. Only vehicles displaying current handicapped tags or stickers may be parked in parking spaces reserved for handicapped parking.
12. Owners may request extended parking in the same space beyond 72 hours, for up to 14 consecutive calendar days. To obtain the extended parking, the Resident must call or fax the Managing Agent and provide the following details: 1) The length of time he or she will be away and specific dates; 2) The make, model, year and color of the car; 3) The license plate, state and number of the car being parked; and 4) The unit's address. Approval shall not be deemed to have been granted until a response is provided to the request in writing from the Managing Agent.

III. ENFORCEMENT:

A. Removal of Vehicles/48 Hour Notice:

1. Except as provided in III (B) below, the Board of Directors shall have the authority to have any Vehicle not in compliance with these Rules and Regulations removed from the Property **upon forty-eight hours notice** posted on the vehicle. This authority may be delegated to a towing company. All costs and risks of towing and/or impoundment shall be the sole responsibility of the owner of the vehicle.

B. Violations Subject to Immediate Towing Without Notification:

The following vehicles are subject to immediate towing without notice:

1. Parking in Parking Area without hangtag permit.
2. Parked within fifteen (15) feet of a fire hydrant or in a designated fire lane, or any area marked as no parking area identified by yellow curbs and/or signs;
3. Occupying more than one (1) parking space;

4. Parked diagonally in a parking space , on a grassy area, or either partially or entirely on a sidewalk;
5. Impeding access to sidewalk ramps or mailboxes;
6. Constituting a safety hazard;
7. Whose security system has been triggered and allowed to continue unattended for more than fifteen (15) minutes;
8. Parked in handicapped space without a valid handicapped issued permit;
9. Parked anywhere on the Common Element, other than in a marked parking spot;
10. Along any yellow curb or no parking area.

C. Further Restrictions:

All laws of the Commonwealth of Virginia and of Prince William County must be followed. The Association reserves the right to exercise all other powers and remedies provided by the Association's governing documents or the laws of the Commonwealth of Virginia and Prince William County.

- D. Owner's Responsibilities:** Owners and Residents shall be responsible for all expenses related to any violation of the terms of this Resolution,, including but not limited to towing charges, and/or attorney's fees incurred by the Association in enforcing the provisions of this Resolution.

E. Liability:

The Association assumes no responsibility for the security of any Vehicle parked in the Parking Areas, and it disclaims responsibility for any damage to any Vehicle parked or operated on Property, including without limitation, damages resulting from towing. The Association reserves the power to hold any Owner and/or Resident legally responsible for any damage caused to the Common Element by the use, repair or maintenance of his/her vehicle, or as a result of negligence or violation of these rules and regulations, whether on the part of the owner, tenant, and his/her family, tenants, invitees, guests and/or agents.

This Resolution was duly adopted at a meeting of the Board of Directors on July 9, 2014 and published to the members.

The effective date shall be September 1, 2014 and this Resolution shall supersede and replace the existing rules and regulations governing the parking of vehicles on the Property.


President, Board of Directors

CERTIFICATION OF MAILING

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand delivered to the members of the Parks at Piedmont South Condominium Association and the Piedmont South Condominium Association, on this 1st day of August, 2014.

A handwritten signature in black ink, appearing to be 'J. T. D.', written over a horizontal line.

Property Manager

RESOLUTION ACTION RECORD 14-02

Duly adopted at a meeting of the Board of Directors held July 9, 2014.

Motion by: Rebecca Utter

Seconded by: Yolunda Dockett

	VOTE: YES	NO	ABSTAIN	ABSENT
<u>Kimberly Q Davis</u> Director <u>Kimberly Q Davis</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Wendy Porter</u> Director <u>Wendy Porter</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Rebecca Utter</u> Director <u>Rebecca Utter</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Yolunda Dockett</u> Director <u>Yolunda Dockett</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Shelia Manear</u> Director	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Wendy Porter
Secretary Wendy Porter

July 9, 2014
Date

Resolution effective: September 1, 2014.

