

LAKESIDE AT SOUTH RIDING CONDOMINIUM UNIT OWNERS ASSOCIATION

POLICY RESOLUTION NO. 2003-01

PARKING POLICY

WHEREAS, Section 55-79.53.A. of the Virginia Condominium Act ("Act"), and Article 9, Section 9.1 of the Bylaws of Lakeside at South Riding Condominium require that each owner, tenant, or occupant of a Unit comply with the Act, the condominium instruments (including the Declaration and Bylaws) and the rules and regulations of the Lakeside at South Riding Condominium Unit Owners Association ("Association"), as may be amended from time to time;

WHEREAS, Article 3, Section 3.1(f) and Article 5, Section 5.8(b) of the Bylaws grants the Association's Board of Directors ("Board") the power to adopt and modify rules and regulations governing the use of units and common elements;

WHEREAS Section 55-79.80:2 of the Act and Article 9, Section 9.1(g) of the Bylaws empower the Association to assess charges against Unit Owners for violation of the condominium instruments or rules and regulations by the Unit Owner, the members of such Unit Owner's household, or such Unit Owner's guests, invitees, tenants, agents or employees;

WHEREAS, Article 9, Section 9.1 (e) of the Bylaws provides that the Board may tow vehicles that are in violation of the condominium instruments or rules and regulations;

WHEREAS, Article 5, Section 5.11 of the Bylaws provides that a Unit Owner shall not park more than two vehicles on the Property (defined to include common elements, limited common elements, and units), whether owned or leased by such Unit Owner, a member of such Unit Owner's household, an employee or tenant leasing the Unit;

WHEREAS, Article 5, Section 5.11 of the Bylaws provides that a Unit Owner with a garage space shall use such garage for vehicle parking and related storage and shall not convert such space to any other uses;

WHEREAS, the Board has determined that there is a need to adopt rules and regulations setting forth the Association's parking policy;

NOW THEREFORE, BE IT RESOLVED THAT the Board, in accordance with the Act, Declaration, and Bylaws, duly adopts the following Parking Policy Resolution:

A. General Rules

1. All Unit Owners shall comply with this Parking Policy Resolution and any applicable parking policies of the South Riding Proprietary, which is the master association for the South Riding community.
 - a. "Unit Owner" or "Unit Owners", as used in this Resolution, means one or more persons who own a condominium unit.

- b. All rules and regulations applicable to Unit Owners are equally applicable to the Unit Owner's household members, their guests, invitees, tenants, agents or employees while on the condominium premises.
 - c. Only approved vehicles, as that term is defined in Paragraph 3 below, are allowed to park, or be stored, on the Property. Each Unit has the use of no more than two parking spaces for approved vehicles. This means that a Unit Owner may park no more than two approved vehicles on the Property at any one time.
- 2. All residents shall register their motor vehicles with the Association Office by submitting the Homeowner/Tenant Questionnaire, available from management. Included in such form, residents shall provide the make, model, year, color, license plate number and vehicle registration number. Any vehicle that is not registered shall not be considered an "approved" vehicle, as the term is defined in Paragraph 3, below.
- 3. The term "vehicle" includes automobiles, pick-up trucks, motorcycles, campers attached to the top of said pick-up truck. An "approved vehicle" means any registered vehicle that does not otherwise violate this Resolution or any other provision of the Association's condominium instruments and rules and regulations, or any applicable parking policy provision of the South Riding Proprietary.
- 4. Except for limited common element garages and driveways providing access to only those garages, all other common element parking spaces are available on a first-come, first-served basis for those approved vehicles in accordance with this Resolution and any instructions accompanying the permits.
- 5. Unit Owners must make sure that the entire vehicle (including any attached equipment and accessories, and any other protrusions) fits within the boundaries of the parking space. No vehicle shall be parked so as to block another Unit Owner's access to a parking space, sidewalk or entrance.
- 6. Trailers, campers, boats, recreational vehicles, and over-sized vehicles may only be parked or stored in those areas if any, as may be specifically designated by the Board for such purposes. Absent such specifically designated areas, these types of vehicles are not approved vehicles and, therefore, shall not be parked on the Property.
 - a. An "over-sized" vehicles shall mean any vehicle that (1) does not fit entirely within the boundaries of the regular parking spaces, (2) has a rated load capacity in excess of 1.5 tons, (3) has more than two axles, or (4) has a gross weight of twelve thousand pounds or more.
- 7. No inoperable, unlicensed, or abandoned vehicle shall be parked or stored anywhere on the Property.
 - a. An "inoperable" vehicle shall mean any vehicle (1) that is not in operating condition, or (2) that does not display valid license plates, or (3) that does not display a valid inspection decal or displays an inspection decal that has expired, or (4) that does not display a Loudoun County decal, if required.
 - b. An "abandoned" vehicle shall mean any vehicle that has not been moved in more

than thirty days and for which ownership cannot be identified after reasonable effort.

8. No commercial vehicle whether owned by a Unit Owner, resident, guest or any other person, shall be permitted to remain on or be parked overnight within the Property, except that a commercial vehicle can be parked within a closed garage.
 - a. A "commercial" vehicle shall mean any vehicle that (1) displays signs, lettering or advertising (other than typical, personal bumper stickers and the like), (2) has visible commercial equipment, including, but not limited to, ladders, pipes, tubes, plumbing, mechanical or electrical equipment, building, construction or landscaping materials; (3) any trailer used for transporting landscaping, lawn-care or other commercial equipment whether or not such trailer is attached to another vehicle; or (4) any vehicle licensed by Virginia or any other jurisdiction for use as a common or contract carrier or as a limousine.
9. Except as otherwise may be designated by the Board, vehicle repairs are not permitted in garage or driveway spaces or any other part of the common elements, other than for emergency maintenance and ordinary light maintenance (excluding fluid changes and other operations which might soil the common elements). Normal cleaning is to be done only in areas designated by the Board, if any.
10. No signs, initials, numbers or any other addition/alteration to parking spaces or any other common elements may be painted, marked or erected by Unit Owners. Other than approved vehicles, nothing may be stored, erected, attached to or otherwise placed on parking spaces or other common elements.
11. Unit Owners shall be liable for any damages caused by vehicles to the parking spaces or any other common elements and for any resulting repair costs, including, but not limited to, damage to pavement, curbs and gutters, signs and identifications, landscaping, etc.
12. No vehicle shall be parked in an area not designated as a parking spot. There shall be no parking in any designated fire lanes; along any other yellow painted curbing, or in grassy or unpaved common elements. There shall be no unlawful parking in any designated handicap parking space, if any.
13. Any parking spaces designated by the Board as visitor parking spaces shall be used only by persons visiting a condominium resident or by persons providing services to the Association.
14. No garage shall be utilized for other than the storage of vehicles and other types of items normally stored in garages in first class residential neighborhoods. Except for the purposes of immediate access to the inside of a garage, garage doors shall at all times remain in a closed position.

B. Enforcement and Towing

- I. Signs will be posted at the entrance(s) to the Property stating that any unauthorized or trespassing vehicles will be subject to immediate towing and storage at the expense of the vehicle owner, and providing the telephone number of the towing company that can be called for information regarding the retrieval of a towed vehicle.

2. Violations of the South Riding Proprietary parking policy shall also subject Unit Owners to the enforcement and compliance procedures set forth in any such policy.
3. Except as otherwise provided in this Resolution, only the Board (or the Board's designated Board member) or the Managing Agent is authorized to have a vehicle towed from the Property for violation of parking policies established by the condominium instruments and this Resolution. The Board, however, may delegate to a towing company, on a contract basis, the responsibility for towing vehicles as provided for in this Resolution.
4. If an unauthorized vehicle is parked in a garage or driveway space, then the Unit Owner to whom that space is assigned (or that Unit Owner's tenant) shall be the only person(s) authorized to have the vehicle towed from that space. If the Unit Owner or tenant elects to have an unauthorized vehicle towed from their parking space, then that Unit Owner or tenant must call the towing company under contract with the Association and must be present when the towing company arrives in order to provide the towing company written documentation showing evidence of ownership of, or residency at, the Unit in question. Vehicles are towed and stored at the sole risk and expense of the vehicle owner.
 - a. Unit Owners and tenants, rather than the Association, personally and solely assume full and complete legal and financial liability, risk and responsibility associated in any way with having a vehicle towed.
5. In the event that a Unit Owner violates a provision of this Resolution, and in addition to any other remedy otherwise available to the Association, the Board may assess charges against that Unit Owner not to exceed \$50 per violation or, in the case of continuing violations, \$10 per day for each violation until the violation is abated, for a period not exceeding 90 days, or the maximum amounts otherwise allowed by law. Such assessments shall be imposed in accordance with the notice and hearing requirements set forth in Section 55-79.80:2.B. of the Act and as may otherwise be adopted by the Board.
 - a. For enforcement purposes, charges that are specially assessed against Unit Owners shall be treated as an "assessment" as that term is used in the Act and the Association's condominium instruments and rules and regulations.
6. A Unit Owner's parking privileges may also be suspended if the Unit Owner is more than sixty days delinquent in paying assessments to the Association. Such a suspension shall be imposed in accordance with the notice and hearing requirements set forth in Section 55-79.80:2.B. of the Act and as may otherwise be adopted by the Board, and once imposed, shall continue for as long as the Unit Owner's assessment account remains delinquent.
7. All remedies are deemed to be cumulative and the assessment of charges shall not constitute an election of remedies.

C. Miscellaneous Provisions

1. It shall be the responsibility of each Unit Owner to advise their tenants, family members or other guests of the rules and regulations in this Resolution. Ignorance of these regulations shall not preclude their enforcement.

2. Exceptions to the rules and regulations contained in this Resolution may be granted by the Board to any contractor, either now retained or to be retained by the Association, for the purpose of performing maintenance and repair within the Property, but only to the extent required to reasonably fulfill the terms of the service contract.
3. Reporting of violations of these regulations should be made to the Association's management agent in writing. Information such as location, date, time, and type of violation and the make, model, license plate number and color of the violating vehicle must be provided. In cases where Association property is damaged, the reporting individual should include a written description of the damage.
4. The Board has the right to make modifications or amendments to this Resolution. Thirty days written notice shall be given to all Unit Owners prior to the enforcement of any such modification or amendment.
5. In order to enforce the towing provisions of these regulations, the Board will enter into a towing agreement with a properly licensed towing company for the towing of vehicles pursuant to these regulations and applicable law. The Board will provide the towing company with a form or diagram showing the parking space assignments. In addition, the Board will ensure that all necessary signage is posted pursuant to applicable law.
6. This parking resolution, once adopted by the Board of Directors on behalf of the Association, will supersede and replace any previously adopted Association rules or regulations pertaining to the parking of vehicles on the Property.
7. The effective date of this Resolution shall be thirty days from the date a copy of the Resolution is mailed to Unit Owners.

