

PARK GLEN CONDOMINIUM UNIT OWNERS ASSOCIATION
Policy Resolution No. 121708

Vehicle and Parking Regulations

(Relating to the use, parking and maintenance of vehicles on the Condominium Property)

WHEREAS, Article III, Section 3.1 of the Bylaws provides the Board of Directors with the powers and duties necessary for the administration of the affairs of the Park Glen Condominium Owners Association (Association) that are not directed by the Virginia Condominium Act or the Declaration and Bylaws to be exercised by the unit owners; and

WHEREAS, Article III, Section 3.1 of the Bylaws further provides the Board of Directors with the powers and responsibility to adopt and publish rules and regulations; and

WHEREAS, Article V, Section 5.14 of the Bylaws provides that, with the exception of the five (5) assigned limited common element garage parking spaces, the parking spaces within the Condominium shall be used in accordance with and subject to all rules, regulations, penalties and remedies adopted from time to time by the Board of Directors; and

WHEREAS, in an effort to assure equitable parking arrangements as well as safe and attractive parking areas, the Board hereby adopts rules and regulations with respect to the use, parking and maintenance of vehicles on the Condominium Property (for the purposes of this policy, Condominium Property shall not include the limited common element garage parking spaces within the Condominium Property); and

WHEREAS, the Board of Directors deems it necessary and in the best interest of the Association to propose and adopt the following rules and regulations governing parking on the Condominium Property;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts the following rules and regulations regarding the parking, use and maintenance of vehicles upon the Condominium Property and hereby revokes all other rules, regulations and policy resolutions regarding these subjects.

Section I - Parking Privileges

1.1 Each unit shall be assigned and issued one (1) resident parking decal, subject to the registration requirements set forth in Section II, which must be placed inside the vehicle on the driver-side of the rear windshield (or, in the case of convertibles, on the driver-side of the front windshield) so that it is plainly visible from outside the vehicle, for each vehicle parked in the resident parking areas on the Condominium Property. Any vehicle parked on resident parking areas between the hours of 7:00 P.M. and 7:00 A.M. without a visible and valid resident decal will be subject to immediate towing at the vehicle owner's risk and expense.

1.2 Vehicles parked on the common elements or on areas available for use by the residents and visitors of the Association are parked at the sole risk of the owners of the vehicles.

The Association is not the bailee of any owners' vehicles and neither the Association nor its officers, directors, agents or members shall be liable for any theft of, or damage to, any vehicle or its contents.

1.3 In consideration of the permitted use of the drive lanes and parking spaces on the Condominium Property, each unit owner, resident and guest who parks or operates a vehicle on the Condominium Property shall indemnify and hold the Association harmless from all claims, damages, expenses or losses arising from or related to any such parking or operation.

1.4 Owners of rental units are responsible for notifying their tenants of this resolution and ensuring that tenants abide by this and all policies, procedures, rules and covenants.

Section II - Vehicle Registration

2.1 Only one resident parking permit decal may be assigned and issued to any unit owner. Sale of a resident parking permit is strictly prohibited and subject to enforcement actions described herein, including those put forth at Section V.

2.2 As a prerequisite for being assigned and issued a resident parking decal for their unit, unit owners must be registered annually with the Association by completing a parking pass application in substantially similar form to that set forth in Exhibit A. In order to be assigned and issued a resident parking permit decal, a unit owner must be current in regard to financial obligations owed to the Association. (See Section 2.9 herein.)

2.3 Upon receipt of a parking pass application completed by the owner or registered tenant of a unit, the Association shall issue a maximum of one (1) resident parking decal for each unit, which shall enable the owner or tenant to park in the unreserved resident parking areas on the Condominium Property.

2.4 New owners and residents must submit parking pass applications to the Association in the same manner as existing owners and residents.

2.5 Lost resident decals may be replaced after completion of an updated parking pass application and payment of a \$150.00 replacement decal fee. If more than one replacement decal is issued in any calendar year, the fee for any subsequent replacement decals shall be \$250.00 each. All fees are non-refundable. Any replaced permit shall become invalid and may not be used to park any vehicle in the resident parking areas on the Condominium Property.

2.6 Any vehicles other than those registered with the Association must be parked on the public streets or lots surrounding the Condominium Property. The Association cannot and does not guarantee that parking spaces will always be available.

2.7 Fees may be paid by check, certified check or money order, only. Cash will not be accepted. Any returned checks incur a fee of \$35.00 and the parking permit will be voided until such time as all such fees are paid in full. During that period of time, the vehicle bearing that permit will be subject to towing at the owner's risk and expense.

2.8 Any vehicle parked on the resident parking areas of the Condominium Property between the hours of 7:00 PM and 7:00 AM which does not display a permit, or displays an invalid permit, shall be subject to immediate towing at the owner's risk and expense without notice.

2.9 Resident parking decals shall not be issued to any resident if the owner of the unit is more than sixty (60) days past due in the payment of any assessment or other financial obligation owed to the Association. Existing resident parking decals are also subject to being suspended (after the decal registrant is provided written notice and an opportunity to request a hearing before the Board or the Covenants Committee) if the owner of a unit is more than sixty (60) days past due in the payment or any assessment or other financial obligation owed to the Association.

2.10 The copying, falsification, reproduction, forging, counterfeiting or reprinting of an Association parking decal is prohibited and is subject to enforcement action as detailed in Section V below.

Section III - Vehicle Rules

3.1 Trailers, campers, motor homes, recreational vehicles and boats may not be parked on Condominium Property at any time.

3.2 Large/Oversized Vehicles including commercial vehicles (as defined in Section 3.8) must be capable of being parked safely and reasonably within the confines of the parking spaces, as marked, on the Condominium Property. For the purpose of this Section, a "Large/Oversized Vehicle" is any standard passenger vehicle that cannot reasonably, wholly and completely fit, including all equipment attached or appurtenant to the vehicle (e.g., trailers), within the "area of parking space," which is defined as the area from the edge of the curb to the end of the parking space separator lines and between those separator lines such that no part of the vehicle extends or intrudes upon any right of way or access to any common element parking area.

3.3 All vehicles operated and parked on Condominium Property shall display current licenses, permits and decals as required by Virginia state law and local ordinances. Vehicles parked on Condominium Property may not be covered. No abandoned or derelict vehicles shall be parked on Condominium Property as detailed in Sections 3.6 and 3.7 below.

3.4 Two-wheel motor vehicles (e.g. motorcycles and motor scooters) not parked in spaces reserved for two wheel vehicles must have a parking permit and must comply with all vehicle and parking regulations.

3.5 No vehicle repairs are permitted to be performed on Condominium Property, except for emergency repairs (e.g., changing a flat tire).

3.6 Any vehicle left unmoved in a resident parking space for more than thirty (30) consecutive days shall be deemed an abandoned vehicle, unless the resident has notified the

Association in advance. Any vehicle believed to be abandoned will be cited with a notice that will be placed on the vehicle, and if no response is received within the time frame set forth in the notice, the vehicle will be subject to towing.

3.7 Any vehicle with a malfunction of an essential part required for the legal operation of the vehicle or any vehicle which is partially or totally disassembled as a result of the removal of tires, wheels, engine, or other essential parts required for legal operation of a vehicle shall be deemed a derelict vehicle. Any vehicle believed to be derelict will be cited with a notice that will be placed on the vehicle, and if no response is received within the time period

3.8 set forth in the notice, the vehicle will be subject to towing.

3.9 Commercial Vehicles as defined herein are prohibited from parking on the Condominium Property areas between the hours of 7:00 PM and 7:00 AM. A Commercial Vehicle is defined as:

(a) any vehicle in which the driver is ordinarily hired for transport, including, but not limited to, taxis, limousines, or buses; or

(b) any vehicle with exterior logos, signs, letters, numbers, advertising, or irregular and distinct coloring which creates the appearance of a commercial vehicle; or

(c) any unmarked vehicle with commercial paraphernalia or equipment attached, strapped, or affixed to the exterior of the vehicle, including, but not limited to, storage containers, racks, ladders, or pipes; or

(d) any unmarked vehicle with an excessive amount of commercial equipment or supplies within the interior of the vehicle which is in plain view, including, but not limited to, pesticide, paint buckets, propane tanks, cabling, uncovered or unsecured tools or other supplies; or

(e) any unmarked vehicle which, because of its irregular height, length, shape, or weight, is not a conventional passenger vehicle and is more suited for a commercial purpose; or

(f) any van designed for the transport of furniture, goods, equipment, animals or scheduled transportation.

3.10 No vehicle which leaks oil or other fluids while parked or operated on Condominium Property shall be permitted to remain on Condominium Property and the vehicle will be subject to towing.

3.11 Vehicle operators shall observe and comply with all parking and traffic regulations posted by the Association, the Virginia Department of Motor Vehicles and Arlington County.

Section IV - Parking Rules

4.1 All vehicles must be parked "front-end in first" in the "area of the parking space" as defined in Section 3.2 above (i.e., vehicles may not be backed into a parking space).

4.2 All vehicles shall be parked wholly and completely within the area of the parking space.

4.3 No vehicle shall be parked in fire lanes, areas marked with a yellow curb, or any other areas in which parking is restricted or prohibited, including parking which results in any part of the vehicle (e.g., tires) not resting exclusively on the asphalt constituting the parking area.

4.4 No vehicle shall obstruct sidewalks, driveways, access to parking spaces or be parked in whole or in part on the grass.

4.5 No vehicle shall be parked in a handicap parking space other than vehicles displaying current handicap placards or license plates and a permit to park in the space.

4.6 No signs, initials, numbers, storage containers or other additions or alterations to parking spaces may be painted, displayed or erected by any unit owner or resident.

4.7 Guests, visitors and licensees must abide by all vehicle and parking regulations while on Condominium Property.

Section V - Enforcement

5.1 Vehicles parked in violation of these Vehicle and Parking Regulations are subject to being towed from the Condominium Property without notice and at the sole risk and expense of the vehicle owner. Vehicles in violation of this Resolution may be towed by any towing company engaged by the Association. Residents are not authorized to initiate towing of a vehicle. In the event a vehicle is towed from the Condominium Property, the owner of the vehicle shall be solely responsible for all costs of towing and storage.

5.2 At the discretion of the Board of Directors or their designee, unit owners may, after written notice and an opportunity to request a hearing, be assessed a charge not to exceed \$50.00 for a single violation or a charge not to exceed \$10.00 per day for a continuing violation for a period not to exceed ninety (90) days if they or those for whom they are responsible (e.g. tenants, residents, visitors) violate any of the provisions of this Vehicle and Parking Regulations.

5.3 Any counterfeit parking permit, or any attempt to falsify a parking permit, will result in the automatic suspension of parking privileges for a minimum of ninety (90) days or for such other period of time as may be determined by the Board of Directors or their designee. A fee of \$300.00 shall be imposed for issuing any replacement resident parking permit in such cases. A second infraction shall result in suspension of parking privileges for a period of twelve (12) months.

5.4 In the event a vehicle parked in a parking space leaks oil or otherwise causes damage to the Association's common elements:

(a) The owner of the unit where the vehicle owner resides may be assessed the cost of correcting any damages to the common elements. The Association may also assess monetary charges; and

(b) The Association may also have a vehicle towed from the Condominium Property at the vehicle owner's expense after placing a notice on the vehicle.

Section VI - Appeals and Special Requests

6.1 Generally, there will be no exceptions allowed to these Vehicle and Parking Regulations. However, should a resident have a bona-fide issue related to parking, he/she must outline the issue in writing addressed to the Board of Directors. The Board will then determine how to resolve the issue, which may include resolution by the Board of Directors, or delegation of resolution of the issue to the Covenants Committee.

6.2 Requests for Handicapped Parking must be made in writing to the Board of Directors and must be accompanied by a copy of the resident's handicapped parking pass as issued by the Virginia Department of Motor Vehicles.

This Policy Resolution constituting the Park Glen Condominium Unit Owners Association Vehicle and Parking Regulations was adopted by the Board of Directors on December 17, 2008 and shall become effective as of February 1, 2009.

**PARK GLEN CONDOMINIUM
UNIT OWNERS ASSOCIATION**

By:



Ric Birch, President