Hensley Ridge Homeowners Association, Inc.

POLICY RESOLUTION NO. 1

PARKING AND VEHICLE RULES AND REGULATIONS
(This supersedes any and all previous Parking or Vehicle Resolutions)

WHEREAS, Section 55-515(A) of the Virginia Property Owners Act (the "Act"), and Article V, Section 11 of the Declaration for Hensley Ridge Homeowners Association ("Declaration) require that each Lot Owner, and all those entitled to occupy a Lot, shall comply with the Act and the Association's Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations; and

WHEREAS, Article 2 (c) of the Declaration, Article 7(a) of the Bylaws, and Section 55-5132 of the Act grant the Association's Board of Directors ("Board") the power to adopt and amend Rules and Regulations and to enforce compliance with the Association's Declaration, Bylaws and Rules and Regulations (collectively, the "Governing Documents");

WHEREAS, the Board has determined that there is a need to adopt and restate the rules and regulations related to vehicles and parking within the community;

NOW THEREFORE, BE IT RESOLVED THAT the Association's Board of Directors hereby adopts the following Parking and Vehicle Rules and Regulations as part of the Association's Rules and Regulations, which shall be deemed to supersede any previously adopted rules and regulations pertaining to vehicles and parking within The Hensley Ridge Homeowners Association, Inc. and/or as a member of the Hensley Ridge Homeowners Association, Inc.

A. **GENERAL DEFINITIONS**. The following definitions apply to the terms as used in this Resolution:

1. The term "Approved Vehicle" means any vehicle that does not violate any of the Association's parking rules and regulations as specified in this Resolution (referred to as the "parking rules").
2. The term "Common Elements" means the entire Community except for the individual Lots.
3. The term "Property" means the entire Community, including Lots and Common Elements.
4. The term "Resident" means any tenant lawfully residing on a Lot or any person residing at a Lot four (4) or more days per week. Any vehicle found parked overnight on the Property for forty-eight (48) hours shall be deemed a Resident Vehicle for the purpose of this Resolution.
5. The term "vehicle" includes automobiles, motorcycles, SUVs, pick-up trucks and similar motorized self-propelled devices used to transport persons or property.

6. Specific types of vehicles and other terms are defined below in the applicable sections.
7. All other words defined in the Association's Declaration or Bylaws that are used in this Resolution have the meaning as defined in the Declaration and Bylaws.

B. GENERAL PARKING PROVISIONS.

1. **Intended Use of Common Element Parking Areas**. The Common Element parking areas, including drives/streets and parking spaces are designed for, and shall be used for, vehicular use only. Parking on the Property is at vehicle owner's sole risk. The use of streets and parking areas as recreational or play areas is prohibited and anyone who uses these areas for recreation or play does so solely at their own risk and expense (or that of their parent or guardian), and the Association shall not in any event be responsible for any injuries or damage caused by their activities. No vehicle shall park partially or wholly on grassy or unpaved areas or on sidewalks. Parking in Common Element parking spaces is done at the vehicle owner's own risk – the Association and its Board and agents are not responsible for lost or stolen property or damage to vehicles caused by other parties.

2. **Parking Areas**. Only Approved Vehicles may be parked or operated on the drives/streets and parking areas within the Property. Vehicles may be parked in the following areas designed or designated for vehicular parking and in accordance with the rules and regulations set forth in this Resolution:

    a. **Numbered/Reserved Parking Spaces**. Two (2) designated reserved common element parking spaces ("Reserved Spaces") have been reserved for the use of each Lot. Only the Lot Owner to whose Lot the parking space has been reserved (his/her guests, family members, visitors, invitees) may park an Approved Vehicle in those Reserved Spaces. Each Lot Owner is responsible for policing his/her own Reserved Spaces. Each Lot Owner can also have vehicles that are found improperly parked in his/her Reserved Space removed by towing; provided, however, that the Lot Owner wishing to have a vehicle towed from his/her Reserved Space(s) call the tow company, be there in person to authorize the tow from his/her Reserved Space, and sign the towing request before any vehicle is removed from that space. Any charges incurred as a result of towing a vehicle from Reserved Space(s) are the sole responsibility and liability of the owner of the towed vehicle.

    b. **Open Parking Spaces**. Open Parking Spaces are available for use by Lot Owners and Residents at the Property, and their guests, on a first-come, first-served basis. These spaces are located in the rear of the community known as the "Upper Back Lot."

    c. **Forty-Eight Hour Visitor Parking Spaces**. Forty-eight (48) Hour Visitor Parking Spaces are reserved for use by Lot Owners and Visitors. To ensure that everyone has equal access to these spaces, please do not monopolize them. No

vehicle is permitted to remain in any single 48-Hour Visitor Space longer than 48 consecutive hours. **Residents are prohibited from parking two (2) of their vehicles at any given time in Visitor Parking Spaces. This provision "does not" include the "Upper Back Lot" referenced in 2 (b) above. Any "approved vehicle" may park in this lot without a time limit.** Turning the vehicle around or reversing the vehicle and pulling it back into the same space does not constitute "moving" the vehicle. The "jockeying" of vehicles from one 48-Hour Parking Visitor Space to another 48-Hour Visitor Parking Space is expressly prohibited by visitors of the same Lot. Owners and their visitors may also not swap their vehicles from one space into the same 48-Hour Visitor Parking Space.

i. Lot Owners and Residents are responsible for reporting violations of the 48-hour parking policy to the Board of Directors or the Association's Managing Agent.

ii. Violations of the 48-Hour Visitor Parking Policy: To report a violation of the 48-hour parking regulation, contact the Association's Managing Agent. Please provide them with the make, model, color, license plate number and location of the vehicle. Upon confirmation by the Association's Managing Agent that a violation of the 48-Hour Visitor Parking Policy has occurred, the improperly parked vehicle will be tagged appropriately and subsequently towed at the vehicle owner's expense.

3. **Vehicles Must be Properly Licensed and Inspected**. All vehicles parked on the Property must display valid state license plates and inspection sticker and must be registered with the County, to the extent required by applicable law as may be amended from time to time. If the vehicle(s) are not brought into compliance within forty-eight (48) hours of a tag being placed on the vehicle(s), the vehicle(s) will subject to immediate towing.

4. **Posted Signs**. All parking and traffic-related signs posted by the Association must be observed and obeyed (e.g., no parking zones, etc.).

C. **SPECIFIC PARKING PROHIBITIONS.**

a. Fire Lanes. No vehicle parking or standing is allowed in designated fire lanes or other no parking zones, which are clearly identified and denoted by solid yellow painted curbing and/or by signage.

b. No Blocking Access. No vehicle is allowed to be parked in a manner that blocks another person or vehicle's access to an adjacent parking space or to a sidewalk or driveway, or in any manner such that the vehicle or any items on the vehicle protrude or extend beyond the width or length of the marked parking space. No part of any vehicle may extend over the sidewalk. This provision shall not apply to vehicles temporarily parked as may be reasonably necessary to quickly pick up or discharge persons or to quickly pick up or deliver merchandise, household goods or other materials.

c. No Double Parking - Double parking is prohibited; parked vehicles must fit

entirely within the boundaries of a designated parking space.

d. No Inoperable or Junk Vehicles. No inoperable or junk vehicles are allowed to be kept on the Property. An "inoperable or junk vehicle" is defined to mean any vehicle that: 1) has been partially or fully disassembled; or 2) has one or more flat tires or broken windows; or 3) has excessive body damage; or 4) which is in such a state of disrepair that it cannot be lawfully operated (e.g., missing wheel(s), tire(s), engine or one or more other components that are required for the lawful operation of the vehicle); or 5) which is incapable of being immediately moved under its own power and relocated from the parking space in which it is currently parked.

D. **PROHIBITED VEHICULAR ACTIVITIES**: The following activities related to vehicles are prohibited on and anywhere within the Property:

a. No vehicle repairs are permitted in the community common areas with the exception of minor repairs(i.e. changing spark plugs, adding but not changing fluids and changing flat tires)The draining and/or changing of any fluids, including but not limited to motor oil, transmission fluid, and/or power steering fluid is strictly prohibited;
b. The draining and/or flushing of radiators is strictly prohibited;
c. Any disassembly or assembly of a motor vehicle or any of its components is strictly prohibited;
d. Any body work on a vehicle or any repairs of any kind of a vehicle are strictly prohibited; and
e. Parking a vehicle leaking any fluid onto the Property is strictly prohibited; and
f. Parking a vehicle any place other than in a designated parking space on the Property.

E. **TRAILERS, CAMPERS, BOATS AND RECREATIONAL VEHICLES**. As stated in the Association's Declaration, trailers, campers, recreational vehicles and boats are not allowed to be and are expressly prohibited from parking on the Property.

1. For purposes of this Resolution, the reference to "recreational vehicle" means any vehicle or other device designed or intended to be used for recreational purposes, including for example, travel trailers, camping vehicles, motor homes, "RVs", all-terrain vehicles and motorized scooters, and any related equipment.

F. **COMMERCIAL VEHICLES PROHIBITED FROM BEING PARKED OVERNIGHT**. As provided by the Association's Declaration, commercial vehicles cannot be kept or parked overnight anywhere on the Property, except with the prior written approval of the Board.

1. The term "commercial vehicles" means vehicles fitting within one or more of the following categories:
   a. Any moving van, trailer, semi-trailer, garbage truck, dump truck, cement truck,

wrecker, hearse, bus, panel van, cargo van, or similar vehicle manufactured or designed primarily for commercial or industrial purposes or applications, regardless of gross weight;

b. Any vehicle with a gross weight of 5,000 pounds or more;
c. Any trailer, semitrailer, or other vehicle in which food or beverages are stored or sold;
d. Any trailer or semitrailer used for transporting landscaping or lawn-care equipment whether or not such trailer or semitrailer is attached to another vehicle;
e. Any vehicle that displays signs, logos, numbers or lettering on the vehicle's exterior or windows that advertise the business, trade or job engaged in by the vehicle's owner or driver, including but not limited to taxi cabs;
f. Any vehicle that has visible business, trade or job-related equipment stored or attached to the exterior of the vehicle (including within unenclosed truck beds), including, but not limited to, ladders; pipes; tubes; plumbing, mechanical or electrical equipment; building, construction or landscaping materials; or
g. Any vehicle that is designed to carry 10 or more passengers, including the driver. *Note: this term shall not be interpreted to include law enforcement vehicles or other government vehicles used to provide governmental services.*

2. For purposes of this section, the term "overnight" shall mean two (2) or more hours between 10:00 pm and 5:00 am.

G. **EXCEPTIONS.** Any emergency response vehicle as defined by the Code of Virginia, §46.2-341.4, such as police, sheriff, fire or rescue, first responder or any emergency entity in the performance of its official duties.

H. **DAMAGES TO THE COMMON ELEMENT**. Owners of vehicles are liable for any and all costs related to damages to the Common Elements, including the Common Element Parking Areas, caused by their vehicles, including but not limited to damage caused by leakage of substances from the vehicle. The Board has sole authority to determine the extent of satisfactory restoration for damage to Common Elements. Lot Owners are responsible for damages they cause and for damages caused by their family members, guests, tenants or invitees.

I. **TOWING AND OTHER ENFORCEMENT**.

1. Towing Initiated by Association – Except as provided above for Reserved/Numbered Spaces, only the Board of Directors, the Board's designated Board member, and the Association's Managing Agent are authorized to have a vehicle towed for violation of these parking rules. The Board, however, may delegate to a towing company, on a contract basis, the responsibility for towing vehicles as provided for in this Resolution. Towing is at the vehicle owner's sole risk and expense. A decision by the Association's management agent, Board, Board member or towing company to not tow a non-compliant vehicle in any individual circumstance in no way limits or waives their ability to use towing as an enforcement mechanism for future violations.
2. Vehicles Subject to Immediate Towing. Except as otherwise provided in this Resolution,

vehicles in violation of these parking rules are subject to immediate towing without any prior notice other than through this Resolution.

3. Violation Charges. In addition to (or in lieu of) towing for a violation of these parking rules, the Board may impose violation charges against the responsible Unit Owner in amounts not to exceed $50.00 per incident/violation or, in the case of continuing violations, $10.00 per day for up to 90 days or until the violation is abated, whichever is less, or the maximum amounts otherwise allowed by law. Such charges shall not be imposed until after the Association provides the responsible Lot Owner with written notice and an opportunity for a hearing as required consistent with Article VII, Section 1 of the Declaration.

4. Other Remedies. The Association reserves the right to take any other additional action to enforce these parking rules that may be or might become available to it pursuant to the Association's governing documents or applicable law. All remedies are deemed to be cumulative and towing shall not constitute an election of remedies.

5. Suspension of Parking Privileges Due to Delinquency. For assessment accounts that are past due, the Board may suspend the right to use of the Common Area. The suspension applies not only to the Lot Owner but also to all occupants of, and visitors to, the Owner's Lot. Suspensions remain in place until the account is paid in full, unless a different arrangement is agreed to by the Board as part of an approved payment plan to settle the debt. Once parking privileges are suspended and written notice of the suspension is delivered or mailed to the Lot Owner, vehicles in violation of the suspension become subject to immediate towing at the vehicle owner's sole risk and expense. It is the Owner's obligation to inform his/her family members, guests, tenants, etc. of the suspension.

6. **EXCEPTIONS.** Exceptions to these rules may be granted in advance by the Board for any contractor hired for the purpose of performing maintenance, repair or other services to Lots or Common Element within the Property, but only to the extent required to reasonably fulfill the terms of the service contract. Requests for exceptions related to work on a Lot must be submitted in writing to the Association's management agent by the Unit Owner; an exception is not effective unless or until the Board sends (or has the management agent send) written notice of approval to the Owner.

J. **LIABILITY/RESPONSIBILITY OF UNIT OWNERS.** A Lot Owner is responsible for his/her own violations, as well as the violations of his/her tenants, guests, invitees, contractors, and the members of his/her household. It is each Owner's responsibility to inform his/her tenants, guests, invitees, contractors, and members of his/her household of the provisions of these parking rules and the need for them to comply with them.

Resolution effective: February 15, 2015

HENSLEY RIDGE HOMEOWNERS ASSOCIATION, INC.

RESOLUTION ACTION RECORD

Resolution Type: Policy No. 1 (as amended)

Pertaining to: Parking and Vehicle Rules and Regulations

Duly adopted at a meeting of the Board of Directors held on January 14, 2015.

Motion by: _____ Seconded by: _____

VOTE:	YES	NO	ABSTAIN	ABSENT
Director	✓			
Director	✓			
Director	✓			
Director	✓			
Joseph Nelson Director				✓

ATTEST:

_____ 1/14/15

~~Secretary~~ President Date

FILE:
Book of Minutes _____
Book of Resolutions:

Resolution effective: February 15, 2015