

WINDSTONE HOMEOWNERS ASSOCIATION, INC.

POLICY RESOLUTION NO. 2016-1

PARKING AND VEHICLE RULES AND REGULATIONS

WHEREAS, Windstone Homeowners Association, Inc. (“the Association”) is a property owners’ association organized and operating pursuant to the Virginia Property Owners’ Association Act (“POA Act”) and the Deeds of Dedication for Windstone Sections 1 and 2 (“Declaration”);

WHEREAS, the Association’s Board of Directors (“Board”) has the authority to act on behalf of the Association in carrying out all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by any provisions of the Association’s Bylaws, Articles of Incorporation, Declaration or applicable law;

WHEREAS, Section 55-513 of the POA Act provides that the Board may adopt and enforce the Association’s rules and regulations with respect to the use of the Common Areas and other areas of Association responsibility under the Declaration;

WHEREAS, Article VI of the Declaration contains certain restrictions on the parking of vehicles on the Lots and Common Areas, and provides that no more than a total of two parking spaces can be used at any one time by the Owner or residents of a Lot (with those two spaces as near and convenient to each Lot as reasonably possible); and

WHEREAS, pursuant to Article IV, Section 1(b) of the Declaration and Section 55-513 of the POA Act, the Board has the authority to suspend the right to use the Common Area when a Lot Owner becomes more than 60 days’ past due in the payment of assessments owed to the Association, and for up to 30 days for violations of the Association’s rules and regulations;

WHEREAS, the Board deems it to be in the best interests of the Association to adopt rules and regulations with respect to vehicles and parking within the Windstone community.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors hereby adopts the following parking and vehicle rules and regulations on behalf of the Association, which supersede and replace any previously-adopted rules and regulations pertaining to parking and vehicles:

Definitions. Unless otherwise defined in this Policy, the words, terms or phrases used in these rules and regulations shall have the same meanings as defined in the Declaration. The following definitions apply to the terms as used in this Policy:

1. The term “*resident*” means any person (whether or not the Lot Owner) lawfully residing within a dwelling on a Lot.
2. The term “*vehicle*” includes automobiles, trucks, motorcycles, boats, trailers and similar motorized or wheeled devices used to transport persons or property.

3. The term “*Property*” means all the real estate comprising the Lots and Common Areas within the Windstone community governed by the Declaration.

A. USE OF PARKING SPACES / LIMIT ON NUMBER OF PARKED VEHICLES.

1. Two Reserved/Assigned Spaces Per Lot. Consistent with Article VI of the Declaration, the Association’s Board of Directors (“Board”) assigns two reserved Common Area parking spaces to each Lot for use by the residents of that Lot. Neither Owners nor residents have the right to transfer, sell or lease their assigned parking spaces. Assigned spaces are subject to change by the Board.
2. Visitor Spaces. Marked visitor spaces on the Common Areas are for use solely by guests visiting a Lot or a contractor/vendor making a service call to a Lot or the Common Areas (on a first-come, first-served basis). *No residents are allowed to park in visitor spaces. No vehicle can be parked in the same visitor space on more than seven consecutive days.*
3. Suspension of Parking Privileges. The Board may suspend the right to use any Common Area parking spaces when a Lot Owner becomes more than 60 days’ past due in the payment of assessments owed to the Association, or for up to 30 days for violations of the Association’s rules and regulations, but only after first providing the delinquent Lot Owner with prior written notice, an opportunity to cure, and an opportunity for a hearing in front of the Board (in accordance with any applicable notice/hearing procedures adopted by the Board). Any suspension applies not only to the Lot Owner, but also to all residents of, and visitors to, that Owner’s Lot. For delinquency-related suspensions, the suspension will remain in effect until the Owner’s account with the Association is brought current (unless otherwise specified in writing by the Board).

- B. CERTAIN VEHICLES PROHIBITED.** Pursuant to Article VI of the Declaration, the following are prohibited from being parked/kept on the Property: boats, mobile homes, motor homes, campers, buses, trailers of any type, tractors or trucks (not including pickup trucks or ¾ ton or less vans).

C. GENERAL PARKING PROVISIONS.

1. Parking Areas. Vehicles may only be parked in marked parking spaces on the Common Areas. No vehicle shall park partially or wholly on grassy or unpaved areas or on sidewalks. Parking in Common Area 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. No Parking Areas. No vehicle parking or standing is allowed in designated fire lanes or other no parking zones, which are denoted by solid yellow painted curbing and/or by signage.
3. 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 access way, or in manner such that the vehicle or any items on the vehicle protrude or extend beyond the width or length of the marked parking space. 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.

4. No Double Parking - Double parking is prohibited; parked vehicles must fit entirely within the boundaries of a marked parking space.
5. Vehicles Properly Licensed, Registered and Inspected. All vehicles parked on the Property must display valid, current license plates and Virginia safety inspection sticker, to the extent required by applicable law.
 - a. For informational purposes only, note that, as of the date of the adoption of this Policy, Virginia law provides certain exceptions to those who do not normally reside in Virginia but are currently stationed in Virginia on active-duty/activated reserve with the Armed Forces. [Please contact the Va. DMV for more information on this.]
6. No Inoperable or Junk Vehicles. No inoperable or junk vehicles are allowed to be kept on the Property.
 - a. An “*inoperable or junk vehicle*” is defined to mean any vehicle that has been partially or fully disassembled, or which is in such a state of disrepair, so 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).
7. Posted Signs/Speed Limit. All signs posted by the Association must be obeyed (e.g., speed limit, no parking zones, etc.).
8. Handicap Parking. Any vehicle parked in a designated handicap parking space must display a valid handicap tag or license plate issued by the DMV.

D. **VEHICLE REPAIRS/MAINTENANCE**. No portion of the Property shall be used for the repair of vehicles. Ordinary light vehicle maintenance and cleaning (excluding fluid changes or other actions that might damage or contaminate the Property) is allowed, as long as the maintenance or cleaning would not make the vehicle inoperable and incapable of being promptly moved under its own power.

E. **TOWING AND OTHER ENFORCEMENT**.

1. Towing Initiated by Association. Except as provided in subsection 2. below, only the Board, an authorized Board member and/or the Association’s managing agent (“Managing Agent”) are authorized to have a vehicle towed from the Common Areas. The Board, however, may delegate to a towing company, on a contract basis, the responsibility for towing vehicles. Towing is done at the vehicle owner’s sole risk and expense. A decision by the Managing Agent, Board or towing company not to tow a vehicle in any individual circumstance in no way limits or waives their ability to use towing as an enforcement mechanism for future violations.
2. Towing Initiated by Lot Owner/Tenant. The Owner or tenant of a Lot may contact the Association’s towing contractor to have unauthorized vehicles towed from that Lot’s assigned spaces; however, the Owner or tenant (as applicable) must be present to identify him/herself (providing drivers’ license showing the Lot’s street address or other acceptable proof of Lot ownership or rental agreement) and to confirm the authorized vehicle at the time the tow truck arrives or it will not be towed. The towing contractor may, in its discretion, decide not to tow a vehicle if the contractor has questions or concerns about the authority of the person to authorize the tow.

3. Vehicles Subject to Immediate Towing. Except as otherwise provided below, vehicles parked in violation of this Policy, the Declaration or a parking suspension imposed by the Board are subject to immediate towing without any prior notice or warning.
 4. Towing After Notice. The vehicles listed below may be towed by the Association at the vehicle owner's risk and expense after posting at least 24 hours' written notice/warning on the offending vehicle/equipment if not brought into compliance with this Policy within that 24-hour time period, as determined by the Association or the Association's towing contractor.
 - a. *Prohibited vehicle types* in violation of Section B above;
 - b. *Unlicensed or uninspected vehicles* in violation of Section C(5) above;
 - d. *Inoperable or junk vehicles* in violation of Section C(6) above;
 - e. *Vehicles under repair* in violation of Section D above;

Exception: - If a vehicle is temporarily compliant but is again in violation of the same parking rule within 48 hours from the time that vehicle was previously cited/posted for a violation of that rule, then the temporary compliance shall not be considered sufficient to cure the previously cited/posted violation, in which case such vehicle shall be subject to immediate towing without further notice.
 5. Residents Parked in Visitor Spaces. If the Association receives a complaint that a resident is or has been parking in any visitor space, then the Association (acting through an authorized Board member or the Managing Agent) may post a written notice/warning on that resident's vehicle and send a violation notice to the Owner of the applicable Lot. The violation notice letter will contain the actual or approximate number of days that the resident's vehicle has been seen in a visitor parking space, the vehicle's make and model, a demand to cease, and an opportunity for a hearing in front of the Board (in accordance with any applicable notice/hearing procedures adopted by the Board).
 - a. If either (1) the Lot Owner fails to timely request a hearing (either on the Owner's behalf or on behalf of a resident of that Owner's Lot), or (2) a hearing is timely requested and, as a result of that hearing, the Board determines that there is sufficient evidence that the resident has in fact parked in a visitor's space in violation of this Policy, then that cited vehicle shall be subject to immediate towing (without further notice) if that vehicle is parked in a visitor space at any time thereafter.
 6. Other Remedies. In addition to (or instead of) towing for violations, the Association reserves the right to take any other additional action to enforce this Policy and the Declaration that is available to it pursuant to the Association's governing documents or applicable law. All remedies are deemed to be cumulative and towing does not constitute an election of remedies.
- F. EXCEPTIONS to this Policy 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 Areas, but only to the extent required to reasonably fulfill the terms of the service contract. Requests for exceptions related to work on Lots must be submitted in writing to the Managing Agent; an exception is not effective unless or until the Board or Managing Agent sends written notice of approval.

G. **LIABILITY/RESPONSIBILITY OF OWNERS.** A Lot Owner is responsible for the Owner's own violations, as well as the violations by the residents of the Owner's Lot or by that Owner or resident's guests, agents and contractors. It is each Owner's responsibility to inform those third parties of the provisions of this Policy and the need for them to comply with them.

This Resolution is effective as of __January 1,__ , 2017.

**WINDSTONE HOMEOWNERS ASSOCIATION, INC.
RESOLUTION ACTION RECORD**

Resolution Type: Policy No. 2016-1

Pertaining to: Parking and Vehicle Rules and Regulations

Duly adopted by the Board of Directors of Windstone Homeowners Association, Inc. on
November 2, 2016.

Motion by: Curtis Spriggs Seconded by: Amanda Hartman

	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>Curtis Spriggs</u> Director	✓			
<u>Sal Corzano</u> Director	✓			
<u>Amanda Hartman</u> Director	✓			
<u>Ted Gaorran</u> Director	✓			
<u>Amanda Greenberg</u> Director				✓

ATTEST: Curt Blum
Secretary ~~president~~

11-30-16
Date

Resolution effective: Jan 1, 2016?

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed on
Dec 1, 2016 by first-class, postage prepaid, US Mail to all Owners as reflected in
the Association's books and records.

[Signature]
Managing Agent
Windstone Homeowners Association, Inc.