

RIDGETOP COMMONS HOMEOWNERS ASSOCIATION, INC.
POLICY RESOLUTION No. 2016-01
(Pertaining to Parking and Towing of Vehicles)

WHEREAS, Article VII, Section 1 of the By Laws and Article II of the Declaration grant the Association the right to adopt, publish and enforce rules and regulations governing the use of the Common Areas;

WHEREAS, Article 55-513 of the Virginia Code grants the Board of Directors the power to establish, adopt and enforce rules and regulations with respect to the use of the Common areas and with respect to such other areas of responsibility assigned to the Association;

WHEREAS, Article IV of the Articles of Incorporation, Article VII, Section 1 of the Bylaws, and Article II of the Declaration grant the Board of Directors the right to manage the affairs of the Association;

WHEREAS, Article V, Section 7 of the Declaration grants the Board the authority to tow improperly parked vehicles after 48 hours' notice;

IT IS THEREFORE RESOLVED that the following Policy is adopted by the Board of Directors of Ridgetop Commons Homeowners Association, Inc. to govern Parking and Towing of Vehicles.

PARKING - GENERAL

This Policy is adopted for the benefit, comfort and convenience of all residents and visitors in the community and is intended to provide fair and adequate parking for all residents and visitors of Ridgetop Commons Homeowners Association, Inc.

All parking spaces on the Common Areas of the community are "open" and are intended for use by Ridgetop Commons residents or their guests on a first-come, first-served basis, subject to restrictions that are defined elsewhere in this Resolution.

Residents of Ridgetop Commons Homeowners Association ("Residents"), with garages, are expected to use their garages and driveways for parking. Use of one's garage in a manner that obstructs and/or prohibits the parking or storage of vehicles within the garage, does not entitle Residents to park their vehicle(s) in the Common Area spaces.

PARKING – PASSES

Two Resident parking passes shall be allotted per Lot, provided that the owner of the Lot is a member in good standing. Resident parking passes will not be issued to owners or tenants if the owner of the Lot is delinquent in the payment of assessments (and related costs and charges) to the Association or if an uncorrected violation of the governing documents, rules and regulations of the Association is pending as to the owner or residents of a Lot.

Lost or stolen passes must be reported immediately to the Management Agent and are no longer valid.

The charge for replacement of a permit is Thirty Dollars (\$30.00). There will be no charge upon the sale of a lot or vehicle or lease to new tenants if the old parking passes are returned to the Association's Management Agent and a new application form is submitted by the new lot owners.

The Board may suspend an owner's right to park on the Common Area if the owner is more than sixty (60) days past due in payment of assessments to the Association or has repeatedly violated the parking rules. Prior to such suspension, the owners shall receive notice of the proposed suspension and an opportunity to request a hearing before the Board of Directors regarding the suspension while an owner is at least sixty (60) days delinquent in assessments.

Passes must be displayed in resident, or guest, vehicles occupying common area spaces. Display of passes is not required for vehicles parked in driveways, or vehicles performing services at a residence.

PARKING - RESTRICTIONS

Access to Common Area parking spaces is available to vehicles with authorized Ridgetop Commons parking passes. Authorized vehicles include those of Ridgetop Commons owners, residents, or their guests.

- Authorized vehicles may be identified through the display of Ridgetop Commons Homeowners Association approved and issued parking passes.
- Two passes are issued annually to properties in good standing of their dues and not in violation of HOA policies.
- Vehicles not displaying a RTC permit are subject to towing upon forty-eight (48) hours notice.

Parking is permitted only in designated paved and marked areas; no parking is allowed on the other portions of the Association's Common Areas, including the grass.

Parking is not permitted in the driving lanes or fire lanes anywhere in the community, including on Glade Meadow Drive, Log Ridge Drive, Timber Log Way, and Timber Meadow Drive. Parking is not permitted anywhere in the community in such a way that emergency vehicle ingress or egress is thereby impeded.

All vehicles that are parked in the community must be currently and properly licensed and tagged or they will be considered inoperable and subject to towing.

No commercial, industrial or recreational vehicle (including boats) may be parked on the Property without the written consent of the Board of Directors. This includes vehicles designated by Fairfax County through Section 82-5-7 of the Fairfax County Code, prohibiting parking of commercial vehicles in residential districts. Further, no vehicles shall be parked in the Common Areas that:

- Have trailers, or similar appendages.
- Equipped with more than four (4) wheels, excluding a spare;

- Are equipped with ladder racks, or other exterior equipment such as tools, tanks, hoses, etc.
- Contain company logos, contact information, or other advertisements.
- vehicle used in the transportation of hazardous materials;
- any vehicle which is licensed as a "for hire";

No motorized vehicle may be used or maintained on the yards or sidewalks of any Lot or Common Area.

No unlicensed vehicles are allowed on the Property.

No repairs or extraordinary maintenance of automobiles or other vehicles may be carried out on any of the Lots or Common Areas. In the event that any repairs are performed in the community that result in leakage of fluid or other damage to the Common Areas, the Board of Directors may, in its discretion, and pursuant to appropriate notice, charge back the cost of restoring the Common Area to the responsible owner.

No storage of vehicles is permitted in the community. Vehicles that are parked in the Common Area spaces must be moved on a regular basis so as to afford everyone access to them.

TOWING

All towing is at the vehicle owner's expense.

Any vehicle that is parked in such a way that emergency vehicle ingress or egress appears to be impeded is subject to immediate towing without notice; any vehicle that is parked in a fire lane is subject to immediate towing without notice.

Any vehicle that is parked in violation of this Policy but which does not appear to threaten the safety of the residents, their homes or the Common Area, is subject to forty-eight (48) hours' notice before being towed, except in the case of vehicles that have received prior notice for the same violation, which are subject to towing without further notice.

Any charges that are incurred by the Association in removing a vehicle that is in violation of this Policy may be assessed against the Homeowner Association account of the owner of the home with which the vehicle is affiliated.

Neither the Association, the Board of Directors, the Management Agent, nor the Management Company will be responsible for vehicles that are towed pursuant to this Policy.

This resolution shall become effective _____, 2016, and shall supersede all previously adopted parking and/or towing resolutions.