

## POLICY RESOLUTION

### *Regulations and Procedures Relative to Parking Facilities and Assignment of Parking*

WHEREAS, Article V, Section 2 of the Declaration of Covenants, Conditions, and Restrictions (hereinafter "Covenants") of the McLean Greens Home Owners Association (hereinafter "Association") provides that the "ownership of each Lot shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas;" and

WHEREAS, the Board of Directors of the Association has determined it is in the best interest of the Association to adopt comprehensive parking rules for the common area parking facilities and to prohibit the parking of recreational vehicles, trucks, trailers, campers, boats and certain other vehicles on the property or streets within the community to protect the aesthetic appearance of the community; and

WHEREAS, Article VIII, Section 16 of the Covenants states that, no boats, trailers, tents, or other structures of a temporary character, or portable vehicle other than automobiles shall stay parked forward of any dwelling for a period exceeding four (4) calendar days;

NOW, THEREFORE, BE IT RESOLVED THAT: the Board of Directors adopts the following regulations and procedures:

#### **1. Permitted and Prohibited Vehicles**

- 1.1 All vehicles must conform to all applicable Fairfax County and Virginia State Codes, ordinances and statutes. All vehicles must bear current license tags, and have all applicable registrations and certifications/inspections required by the county and the state.
- 1.2 All vehicles must be kept in operating condition so as not to be a hazard or nuisance (cars on blocks or jacks are not permitted on common area or on a Lot).
- 1.3 No vehicles shall be parked with "for sale" signs except signs attached to the interior of not more than two windows. Cars parked with "for sale" signs must be in use by owner and parked in a residential space.
- 1.4 All vehicles described in sections 1.4.A through 1.4.E are considered **prohibited vehicles** and as such are prohibited from parking on any portion of the visitor parking and individual lots within the community.
  - A. Any recreational vehicle, trailer, trail bike, mobile home, boat, motor home or self contained camper, camper slip-on where the back of the camper is higher than the roofline of the cabin on the truck, pop-up, camp trailer, tent-trailer or similar recreational vehicle, or any vehicle not defined above which is not used generally by the public for routine transportation, including, but not limited to dune buggies and other off-road vehicles, and other vehicles not licensed for use on the highways of Virginia.
  - B. Commercial vehicles of any kind that are routinely used to transport passengers for hire, or any private or public school or church bus are prohibited.

- C. Commercial vehicles with auxiliary equipment attached that may pose a hazard to persons are not permitted in common parking areas.
- D. Vehicles that have any signs or advertisements visible on the outside are prohibited, except when such vehicles have removable signs or advertisements, and are parked on an individual lot. Commercial vehicles present on the property for service calls to residents and owners are exempt from this requirement.
- E. Vehicles in common parking areas may not consume more than one parking space.

**2. Permitted and Prohibited Uses**

- 2.1 Vehicles may only be parked in designated parking spaces in common area parking lots.
- 2.2 No vehicle may be parked in fire lanes (yellow curb), or so as to occupy more than one parking space, or so as to prevent or hinder ingress or egress of any other vehicle to adjacent parking spaces, the open roadway or reserved parking space.
- 2.3 The Americans with Disabilities Act requires that sidewalks be clear for access; therefore, no vehicles are permitted to be parked on or so as to block community sidewalks.
- 2.4 Any vehicle fluids from a vehicle must be cleaned up immediately. Members whose vehicles leak fluid onto the common area-parking surface shall be subject to an assessment for the cost of repairing and/or cleaning up the parking surface.

**3. Association Not Responsible**

Nothing in this Resolution shall be construed to hold the Association, its Board of Directors, its Committees, or its agents responsible for damage to any vehicles or loss of property from any vehicles parked in designated parking spaces or parking areas. There is no liability to McLean Greens, the Board, the Officers, the Managing Agent, other McLean Greens members or their Designee(s) for towing a vehicle in violation of the governing documents or the duly adopted rules and regulations. Information regarding towed vehicles may be obtained from the Fairfax County Police Department, who will be notified when towing is implemented against a violating vehicle.

**4. Liability**

Owners of vehicles which cause damage to the common areas shall be held liable for such damage and all costs of repair to the common areas, including pavement, curbs and gutters, signs and identifications, landscaping, etc. Owners of violating vehicles will be charged with any and all expenses incurred by McLean Greens to perform repairs to damaged common areas caused by said vehicles. In the case of damage to the common areas caused by guests of an owner, the lot owner will be charged. If the resident is occupying a rental lot, the lot owner will be charged.

**5. Visitor and Overflow Parking Areas**

- 5.1 Visitor parking is defined as the parking spaces within the Association property that are clearly marked "Visitor." These spaces are for the use of persons visiting residents and

owners of units within McLean Greens, and should not be used by residents and owners to park cars in excess of two per household.

- 5.2 Overflow parking is defined as legal, street parking other than the assigned spaces for individual units and designated visitor parking. Residents are urged to use overflow parking as permanent or semi-permanent parking for vehicles in excess of two per household.

6. **Enforcement of Towing**

- 6.1 Any vehicle parked in the Association's parking facilities, which does not conform to the stipulations of this Resolution, shall be subject to the towing provisions of this Resolution at the expense and risk of the owner of the offending vehicle.
- 6.2 Signs shall be posted within the community indicating that towing is enforced within the community.
- 6.3 When a vehicle is deemed to be in violation to the stipulations of this Resolution, towing will be enforced in the following ways:
- A. Any vehicle parked in a designated fire lane (yellow curb) shall be subject to immediate towing without notice.
  - B. Any vehicle parked so as to block or impede another vehicle or sidewalk, or so as to prevent ingress or egress from or to adjacent parking spaces or parking areas, the open roadway, or a reserved parking space shall be subject to immediate towing.
  - C. Any vehicles deemed to be inoperable shall be subject to towing seven (7) days from the date the vehicle is posted with a warning notice for a first offense, and shall be subject to immediate towing without further notice for any second offense of the same type.
  - D. Any ***prohibited vehicle*** referred to within this Resolution shall be subject to towing twelve (12) hours from the hour the vehicle is posted with a warning notice for a first offense, and shall be subject to immediate towing without further notice for any second offense of the same type. (See 1.4 for a list of ***prohibited vehicles***)
  - E. Any vehicle which has not been visibly moved from the visitor parking area for a period of seven (7) days will be posted with a warning notice and will be towed five (5) days after posting.
  - F. Any vehicle parked in a "Reserved" parking space, other than a vehicle belonging to the Lot owner or resident of the Lot to which the space is assigned, or the vehicle of an individual having the explicit permission of the respective Lot owner or resident to occupy that "Reserved" space, is subject to immediate towing. Towing in this circumstance requires no prior notice (i.e., is exempt from procedures described in Section 7), and must be initiated only by the respective

Lot owner or resident of the Lot to which the "Reserved" space is assigned. A "Reserved" parking space is identified by the lot number indicated on the curb.

**7. Procedure for Reporting Violations**

- 7.1 In the event of violations described in this Policy Resolution, residents must report violations to the Management Company *in writing*. Reports must include the location, date, time, and type of violation, and the make, model, license plate number and color of the violating vehicle. In cases where Association property is damaged by the violating vehicle, the reporting individual shall provide a separate written statement describing this damage.
- 7.2 The towing company will notify the Fairfax County Sheriff's Office as required by Virginia Code Section 46.1-551.

**8. Other Provisions**

- 8.1 The Board or its Designee(s) may, but is not required to give written notice of violations prior to undertaking the enforcement act. Violation notices will include the managing agent's name and phone number. This notice will be placed on the vehicle in a visible location and in a secure manner. The Board or its Designee(s) will not be responsible in the event such notice is in any way removed from the vehicle.
- 8.2 The Board has the right to make modifications or amendments to this document. Thirty (30) days written notice shall be given to all lot owners/residents prior to the enforcement of modifications or amendments to this resolution and its regulations.
- 8.3 The Board has the right to make special exceptions to these regulations for reason of hardship. Should any resident desire an exception on a temporary basis to any of these regulations, they must request such exception in writing to the Board. These special exceptions will be heard by the Board at its monthly meeting, or other meeting at which a quorum is present, and granted or denied on a case by case basis by a majority vote. Special exceptions granted by the Board do not establish a precedent upon which other requests will be granted or denied.
- 8.4 McLean Greens, its members, residents, owners, Board, managing agents, and Designee's involved in the enforcement of this document shall not be held responsible for the towing, storage fees or damage to any towed vehicle.
- 8.5 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 federal, state and local law. In addition, the Board will ensure that all necessary signage is posted pursuant to federal, state and local laws. No liability shall flow to the Board, its Designee(s) from the obligations of this or any other section of these regulations.

9. **Effective Date of Resolution**

The effective date of this Resolution shall be thirty (30) days from the date this Resolution is mailed to the residents and owners of McLean Greens. This Resolution rescinds and replaces all prior resolutions regarding parking within the community.

Approved By: *Nancy Dalzell*  
Nancy Dalzell, Secretary

Date Approved: 3/11/03