

RIDGETOP COMMONS HOMEOWNERS ASSOCIATION, INC.  
POLICY RESOLUTION No. 2021-\_\_  
(Pertaining to Parking and Towing of Vehicles)

WHEREAS, Article VII, Section 1 of the Bylaws for the Ridgetop Commons Homeowners Association, Inc. (“Association”) and Section 13.1-853.B of the Virginia Nonstock Corporations Act provide that the Board of Directors shall have power to exercise for the Association all powers, duties and authority vested in or delegated to the Association; and

WHEREAS, Article II of the Declaration of Covenants, Conditions, and Restrictions for Ridgetop Commons (“Declaration”), Article VII, Section 1 of the Bylaws, and Article 55.1-1819 of the Virginia Property Owners Association Act (“Act”) 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 II, Section 1(h) and Article V, Section 7 of the Declaration, as amended, grants the Board the authority to regulate parking and traffic in the Common Area, including the right tow improperly parked vehicles;

WHEREAS, Article II, Section 1(g) of the Declaration, as amended, grants the Board of Directors the authority, but not the obligation, to enter into parking license agreements for owners whose dwellings do not include a garage;

WHEREAS, Section 55.1-1819 of the Virginia Property Owners’ Association Act and Article II, Section 1(a) of the Declaration provide the Board of Directors with the authority to suspend a member’s rights to use Common Area facilities, including parking, for violations of the Association’s rules and regulations, after notice and an opportunity for a hearing; and

**NOW, THEREFORE, BE IT RESOLVED THAT**, the Board of Directors hereby rescinds all prior resolutions pertaining to vehicles and parking, and hereby adopts the following rules:

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.
- Except any parking spaces licensed in accordance with Article II, Section 1(g) of the Declaration, as amended, 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

- Up to three (one of which shall be optional, at the Board’s discretion) resident parking passes shall be allotted per Lot and one accompanying guest pass, provided that the owner of the Lot is a member in good standing. The first two passes will be automatically provided free of charge, pursuant to restrictions outlined below. The third pass, also pursuant to restrictions outlined below, shall be issued, upon the request of an owner and approval by the Board of Directors, at a cost of \$80.
- To receive resident parking passes, members in good standing must register their vehicles with the management company through the prescribed method put forth by the Board or management company.
- 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 Eighty Dollars (\$80.00). 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, in accordance with the Association’s due process procedures. .
- 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 contracted-for services at a residence or on the Common Area.

#### 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.
- 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. Vehicles parked in such areas are subject to immediate towing at the owner's sole risk and expense.
- Parking is not permitted anywhere in the community in such a way that emergency vehicle ingress or egress is thereby impeded. Vehicles parked in such manner are subject to immediate towing at the owner's sole risk and expense.
- Any vehicle posing a danger to the Common Area, such as vehicles leaking substantive amounts of fluid, may be subject to immediate towing without notice at the owner's sole risk and expense.
- All vehicles that are parked in the community must be currently and properly registered 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.
- 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; and
  - 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 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 towing, for which prior notice may be issued, but is not required.
- 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.
- Nothing in this Resolution shall be construed to hold the Association, the Board of Directors, or any designated agent thereof responsible for damage to vehicles or loss of property from vehicles parked on Association property. Vehicles parked in violation of any part of this policy may be towed and removed from the Property at the owner's sole risk and expense, without further notice.

This resolution shall become effective September 7, 2021, and shall supersede all previously adopted parking and/or towing resolutions.