

1 **ALDEN GLEN COMMUNITY ASSOCIATION**

2
3 **POLICY RESOLUTION NO.: 13**

4
5 **PARKING & TOWING REGULATIONS**

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7 **WHEREAS**, Article IV, Section 1 of the Bylaws provides that the affairs of the
8 Association shall be managed by the Board of Directors; and
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10 **WHEREAS**, Article VII, Section 1(c) of the Bylaws provides that the Board of Directors
11 shall exercise for the Association all powers, duties and authority vested in or delegated to the
12 Association and not reserved to the membership by the Bylaws, the Articles of Incorporation, or
13 the Declaration; and
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15 **WHEREAS**, Article VI, Section 9 of the Declaration empowers the Board to regulate
16 parking on the Common Areas; and
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18 **WHEREAS**, the Board has determined that it is in the best interest of the Association,
19 the owners and the residents to promulgate rules regulating parking on the Common Areas; and
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21 **WHEREAS**, the Board is granted the authority to rescind parking privileges in certain
22 instances; and
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24 **NOW, THEREFORE, IT BE RESOLVED THAT** the following rules are adopted with
25 respect to parking on the Common Areas and are to replace all previous rules on this topic.
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27 **I. ASSIGNMENT OF PARKING SPACES**

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29 **A.** Parking Rights. Owner in good standing and their guests are entitled to use the
30 two (2) assigned Common Area parking spaces for approved vehicles, together with the right of
31 ingress and egress upon that parking area. An approved vehicle shall include any conventional
32 passenger vehicle, motorcycle, van, or truck as approved by the Board. All vehicles must have
33 current state tags and current county sticker. Vehicles shall be parked so as not to obstruct the
34 spaces for other vehicles or, as applicable, the sidewalks. Vehicles must be parked in a
35 designated assigned parking space. The Board or the Parking Committee shall make
36 designations and the Board reserves the power to re-designate parking spaces to the extent
37 deemed necessary in the Board's sole and exclusive discretion.
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- 39 1. Parking rights may be rescinded by the Board for violations of the
40 Association rules and regulations, to include covenant violations,
41 and may be rescinded for delinquency in assessment payments in
42 excess of sixty (60) days after a due process hearing is held before
43 the Board of Directors. Parking spaces are for the exclusive use of
44 the Association's members, guests and Associations lessees, limited
45 strictly to members of association.
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1 B. Visitor Parking. Parking spaces not specifically designated for the exclusive use
2 of a resident shall be available on a first-come, first-serve basis to the approved vehicles *of all*
3 *residents' guests.*

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5 **II. PARKING RULES AND REGULATIONS**

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7 A. Use of Parking Areas. Parking areas shall be used solely for the parking of
8 approved vehicles as defined herein. Vehicles may be parked only in designated parking spaces
9 ***with only one vehicle to a parking space. A motorcycle and a four (4)-wheel vehicle may share***
10 ***the same space provided the dimensions of the space are not exceeded.*** Vehicles must be
11 parked within the spaces provided and in such a manner as to not obstruct or to impede access
12 other parking spaces. ***No vehicle may be parked on Common Area or private yard (front, back***
13 ***or side yard).***

- 14
15 1. Vehicles must be parked within the spaces provided and in such manner as not
16 to obstruct other parking spaces. Any vehicle parked outside of the spaces
17 provided, parking in such a manner that blocks one or more vehicles, parked
18 such that it occupies more than one space, parked in a posted fire lane, or
19 across or adjacent to a driveway entrance, or is parked without authority in a
20 reserved parking space shall be subject to immediate towing WITHOUT
21 NOTICE.
22
23 2. No signs, initials, numbers, storage containers, or any other additions or
24 alterations to parking spaces may be painted, displayed, or erected by any
25 Owner without the prior written consent of the Board of Directors or its
26 designee. This restriction does not apply to a uniform numbering system used
27 by the Association. The cost to correct this violation will be charged to the
28 Owner along with a charge for administration expenses.

29
30 A. Approved Vehicles. The following shall be approved vehicles, but shall not be
31 considered a comprehensive list:

- 32
33 1. Conventional Vehicles. Parking of any conventional automobile, motorcycle,
34 truck or van designed for and used exclusively for private passenger
35 transportation and which is not specifically excluded elsewhere in this
36 Resolution is permitted within designated Common Area.

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38 B. Prohibited Vehicles. The following vehicles shall be prohibited from being kept,
39 placed, stored, maintained or operated ***and/or*** parked upon any portion the Common Areas:

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42 1. Commercial vehicles. Defined as any “for hire” vehicle or vehicle that
43 has commercial signs, lettering, advertising and/or commercial equipment
44 visible from or on the exterior. Commercial equipment includes, without
45 limitation, exterior racks (except ***ski, bike or luggage*** racks), pipes,
46 ladders or interior equipment such as supplies, propane, pesticide, fuel
47 tanks, cabling, unsecured tools or supplies indicative of commercial use,

1 trailers, or machinery transported or stored on a trailer, or any item
2 inconsistent with the Association's aesthetic appearance (except for brief
3 deliveries of passengers or merchandise or while performing work or
4 services for a resident or the Association.) Private or public school or
5 church buses of any size are also considered commercial vehicles.
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7 2. Recreational vehicles. Defined as any boat, water vehicle or jet ski,
8 boat trailer, motor home, trail bike, **ATV**, dune buggy, snowmobile, self-
9 contained camper, mobile home, trailer, pop-up camper/tent trailer, horse
10 trailer or similarly oriented vehicle. Private or public school or church
11 buses are unapproved vehicles under both this definition and the definition
12 of commercial vehicles.
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14 3. Inoperative vehicles.

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16 4. Unlicensed vehicles, including, but not limited to, motorized bicycles,
17 all terrain vehicles, mini-bikes, go-carts, mopeds, or dune buggies.
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19 5. Oversized vehicles. Defined as any vehicle that extends beyond
20 and/or exceeds 85% of the width of the parking space. The parking
21 space is defined as the area between two separator lines measured
22 from the inside of the two lines.
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24 6. Vehicles under repair. Vehicles undergoing extraordinary repairs or
25 maintenance, (that which is not completed within one (1) day),
26 painting, or the drainage of automobile fluids. The dumping, disposal
27 or leakage of oil, grease, or any other chemical residual substance, or
28 any substance or particles from holding tanks of any vehicles is not
29 permitted on the Common Areas.
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31 7. Unsafe vehicles. Defined as any vehicle parked or stored unattended
32 in a hazardous condition including, but not limited to, vehicles on
33 jacks or blocks.
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35 8. Stored vehicles. Defined as any vehicle parked in a visitor space, for a
36 period *of time* longer than three (3) days.
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38 9. Vehicles of Members Deemed Not in Good Standing. Vehicles of
39 owners which are delinquent in dues and assessments to the
40 association, and whom have had their parking privileges formally
41 rescinded by the Board of Directors.
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43 10. Other prohibited vehicles. Any vehicle not falling into one of the
44 above categories shall be permitted or prohibited by the Board on a
45 case by case basis.
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2 **III. ENFORCEMENT**
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4 A. Notice of Violation. The owner of any vehicle not in compliance with this
5 Resolution, and not specifically dealt with by immediate towing as set forth in the following
6 paragraphs, shall be notified of the violation by the posting of a notice on the vehicle. If the
7 vehicle is not brought into compliance by the time specified on the Notice, it may be subject to
8 removal by towing. A record of such action will be entered into the Association's records.
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10 B. Conditions Warranting Immediate Towing Without Notice. Any unauthorized
11 vehicle parked (1) in a designated parking space, (2) parked in reserved space(s) of other
12 residents,

13 (i) Lot owners or lessees to whom the parking space is reserved may request the
14 towing of the vehicle so parked, without notice. The lot owner or lessee
15 requesting the tow must notify the agent that a tow is requested, and must be
16 present at the site of the offending vehicle at the time the tow truck arrives. It is
17 the responsibility of the resident to maintain markings clear of ice, snow, and
18 leaves, or other obstructions, and to notify the Association in writing in the event
19 the markings become faint or illegible due to normal wear. **NO NOTICE IS**
20 **NECESSARY PRIOR TO REMOVAL.**
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22 (3) parked in such a manner as to obstruct ingress or egress into or out of a space, (4) that
23 impairs the Association's ability to maintain the Common Areas, (5) parked in a posted fire lane
24 or within fifteen (15) feet of a fire hydrant or in a designated fire lane, (6) occupying more than
25 one (1) parking space, (7) parking perpendicular to the marked parking space (8) on a grassy area
26 or sidewalk, (9) ***impeding access to the sidewalk and/or*** sidewalk ramps or mailboxes, or (10)
27 that constituted a safety hazard shall be subject to immediate removal without notification by a
28 licensed towing company contacted by a Committee Member or a Board Member, (11) by a
29 member, and by his tenant or guest, after a finding by the Board of Directors that the member is
30 not in good standing with the Association as set forth in Article I, Section A (1) of this
31 resolution.
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35 C. Subsequent Violations. Subsequent violations of the same provision of this
36 Resolution by the same vehicle committed within any consecutive twelve (12) month period
37 shall subject the violating vehicle to immediate towing without notification.
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40 D. Additional Remedies. The Board reserves the right to exercise all other powers and
41 remedies provided by the Association's governing documents, the laws of Virginia or the County
42 of Fairfax including, but not limited to, reporting said violation to a governmental agency.
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44 E. Persons Authorized to Tow. Only a Member of the Board or a designated Committee
45 may authorize towing of any vehicle. A resident reporting the presence of an unauthorized
46 vehicle parked in his designated space must remain outside near the unauthorized vehicle to meet
47 the tow truck operator to confirm that the vehicle to be towed is not authorized to occupy the

1 designated space. The members of the designated Committee and/or the Board of Directors shall
2 have the absolute unfettered discretion to authorize or not authorize the towing of a vehicle after
3 receiving a complaint, or upon the observation of a violation of this regulation, or other
4 applicable ordinance.

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6 **IV. RESPONSIBILITY**
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8 A. Nothing in this Resolution shall be construed to hold the Association or the Board
9 responsible for damage to vehicles or loss of property from vehicles parked on or towed from the
10 Common Elements.
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12 B. This Resolution is intended to serve as a protection to Members to ensure that their
13 rights are protected and to serve as a guideline for the Board as it carries out its duties to enforce
14 the Regulations. The Board may determine the specific manner in which the provisions of this
15 Resolution are to be implemented, provided that due process is afforded. Any inadvertent
16 omission or failure to conduct any proceeding in the exact conformity with this Resolution shall
17 not invalidate the results of such proceeding, so long as a prudent and reasonable attempt has
18 been made to ensure due process according to the general steps set forth in this Resolution.
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20 C. Notwithstanding any provision of this Resolution, the Association may initiate legal
21 action at any time, and all legal fees and costs shall be assessed and attributed to the lot owner
22 responsible for the offense. Lot owners shall be responsible for the offenses of their tenants and
23 their guests.
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25 D. This Resolution shall supersede and replace any prior Resolutions or Rules and
26 Regulations adopted that conflict with the terms of this Resolution.
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28 **V. LIABILITY**
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30 A. The Association assumes no responsibility for any damage to or theft from any
31 vehicle parked, operated on or towed from Association property. All costs of towing and
32 impoundment shall be the sole responsibility of the vehicle's owner.
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B. Owners shall be held liable for any expense incurred by the Association as a result of any damage done to the Common Areas by the user, repair or maintenance of their vehicle, or as a result of negligence *in the use, repair or maintenance of a vehicle*, whether on the part of the owner, his family, tenants, guests or agents.

ALDEN GLEN COMMUNITY ASSOCIATION

This Resolution was adopted at a regular meeting of the Board of Directors of Alden Glen Community Association on March 16, 2004; it was approved by the Board, signed by David Magnet, President of the Board of Directors and certified to by Mark Fox, Secretary of the Board of Directors.