

**STRATHMEADE SQUARE HOMEOWNERS ASSOCIATION
POLICY RESOLUTION NO. 2022-01
PARKING**

WHEREAS Article VIII, Section 2(a), of the Bylaws provides that the Board of Directors with the power to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; and

WHEREAS, the Board has the power to regulate the parking of motor vehicles on the Common Area, including Common Area parking spaces; and

WHEREAS, the Board has determined that it is in the best interest of the Association to promulgate rules regulating parking on the Common Areas.

NOW, THEREFORE, BE IT RESOLVED THAT the following rules are adopted with respect to parking on the Common Area.

I. DEFINITIONS

A. Approved Vehicles

1. Conventional Vehicles. Any private, conventional, passenger car, motorcycle, truck, or van of less than 7,500 pounds gross weight and not specifically excluded elsewhere in this Resolution.

B. Unapproved Vehicles

1. Commercial Vehicles. No commercial truck, commercial bus, or other commercial vehicle of any kind may be kept or parked upon any portion of the Common Area. Commercial vehicles of contractors under hire and performing work in or at a residence may be temporarily parked in the reserved space of the resident, or in a permit space if a permit is displayed.

a) The Board shall use the following criteria to determine whether a vehicle is for commercial use:

(1) Any vehicle that is included in the commercial vehicle definition in the Fairfax County Zoning ordinance; and

(2) Any vehicle with a gross weight of 7,500 pounds or more, or any vehicle which extends beyond the length of the parking space and/or exceeds 85% of the width of the parking space. The parking space is defined as the area from the curb to the end of the separator lines and between two separator lines measured from the inside of the two lines.

(3) Any "for hire" vehicle or vehicle that has commercial signs, lettering, advertising, and/or commercial equipment visible from or on the exterior. Commercial ladders or interior equipment such as supplies, propane, pesticide, fuel tanks, cabling, unsecure tools or supplies indicative of commercial use or a threat to the Association's aesthetic appearance.

2. Recreational Vehicles. No recreational vehicles other than automobiles may be kept or parked upon any portion of the Common Area.

3. Inoperative Vehicles. Any vehicle with a malfunction of an essential part required for the legal operation of the vehicle or which is partially or totally disassembled by the removal of tires, wheels, engine, or other essential parts required for legal operation of the vehicle.
4. Unregistered Vehicles. Any vehicle that does not have current license plates and a valid State inspection sticker.
5. Other Equipment and Machinery. Any agricultural, industrial, construction, or similar machinery or equipment.
6. Other. Any vehicle not falling into one of the above categories shall be permitted or prohibited by the Board of Directors on a case-by-case basis.

C. Authorized Parking Spaces

1. Authorized parking spaces are defined as areas clearly marked on each court by white lines and designated by either a "permit" designation or a specific house number on the curb at the curbside of the parking space unless covered by 1.C.2 below.
2. Certain courts like Glastonbury, Contessa and Webley allow parking along certain curbs or around the court islands. These parking spaces are discernable because they are NOT marked as no parking zones and the curb is unpainted. These curbside parking spaces are considered permit spots for the purposes of enforcing the Strathmeade Square Parking regulations.

II. RULES AND REGULATIONS

- A. Use of Parking Areas. Parking areas shall be used solely for the parking of approved vehicles as defined herein. Vehicles may be parked only in designated parking spaces and areas. All other vehicles are prohibited except when picking up or delivering passengers or merchandise or during the performance of work or services at the location, or as otherwise proved herein.
- B. Commercial Vehicles. No commercial vehicles as defined in Section I.B.1.a. shall be kept or parked overnight in any portion of the Common Area.
- C. Inoperative Vehicles. Any vehicles defined in Section 1.B.3 are always prohibited from the Common Areas.
- D. Unregistered Vehicles. Any unregistered vehicles as defined in Section I.B.4 are always prohibited from the Common Areas.
- E. Other Equipment and Machinery. Other equipment and machinery as defined in Section I.B.5,6 are always prohibited from the Common Areas.

F. Nuisance Vehicles. Any vehicles that are a hazard or nuisance of noise, exhaust emission, fluid emission, appearance or otherwise, or are operated in a manner that disturbs residents are always prohibited from the Common Areas.

G. Unsafe Vehicles. Vehicles may not be parked or stored unattended in a hazardous condition, including, but not limited to, vehicles on jacks or blocks. Tires supporting vehicles on Common Areas must be always inflated to within 10 psi of the manufacturer's recommended pressure so that they can be moved in the event of an emergency. Any vehicle that presents a safety threat is subject to immediate towing without notice.

H. Fire Lanes. Parking in areas designated as fire lanes is prohibited. The Association may give Fairfax County Police the authority to act on fire lane violations on Association property and reserves its own power to initiate an immediate towing of any vehicle parked in violation of any fire lane without notice.

I. Handicapped and No Parking Areas. No vehicle other than a vehicle clearly indicated as operated by or for a handicapped person may be parked in any space reserved for handicapped parking. All vehicles must comply with "No Parking" areas as posted or designated by a yellow curb.

J. Repairs. Major repairs or maintenance to vehicles, painting of vehicles, or the drainage of automobile fluids is not permitted in Common Areas.

K. Operator's Responsibilities.

1. Vehicles shall only be parked in authorized parking spaces on the Common Area parking lots. Only one (1) vehicle shall be parked in each space.
2. Vehicles shall not be parked in fire lanes, occupy more than one parking space, impede the normal flow of traffic, block any sidewalk, or prevent ingress and egress of any other vehicle to adjacent parking spaces or the open roadway.
3. Vehicles parked in the parking lot spaces must be positioned parallel to the separator lines so that no portion of the vehicle extends over the lines designating the individual parking space.
4. No vehicle shall be parked perpendicular to marked parking spaces.
5. The operation of licensed vehicles in the Common Areas shall be restricted to paved roadways only.
6. No person shall operate a motorized vehicle on Association property without a proper operating license.
7. No motor vehicle shall be driven in a manner that is contrary to any posted speed or directional signs.
8. No motor vehicle shall be parked in such a manner to block any portion of the sidewalk or street.
9. Vehicles parked in a permit parking space must display a valid parking permit.

L. Owner's Responsibilities. All owners are responsible to ensure that their family members, employees, visitors, guests, tenants, and agents observe and comply with all rules and regulation as may be adopted by the Board.

M. Exceptions. Any owner who wishes to be exempt from any of these rules may submit a written request for a variance to the Board of Directors for review. If the Board finds that (a) the intent and purpose of the rules are not served when applied to the particular facts and circumstances, and (b) enforcement imposes an unfair burden on the owner, it may grant the variance. No variance shall be effective until the Board approves a written instrument citing the reasons for the variance. Variance shall be filed among the records of the Association.

N. Vehicle Covers. Any Owner/Renter who chooses to cover their car/vehicle holds SSCA/Designee harmless/not liable for incidental damage to the cover, while the said vehicle is being evaluated for a possible parking violation.

III. PARKING PERMITS

A. Parking permits shall be issued to homeowners by the board or its designated management company.

B. Permits must be displayed by hanging from the rearview mirror, or by taping to the inside, lower left front windshield.

C. Permits may be used on vehicles that are owned, leased, or rented by a homeowner, tenant, or guest. Permits may also be used on vehicles assigned by an employer to a homeowner, tenant, or guest and on vehicles of individuals or companies actually performing work at a residence.

D. Permits may not be transferred in any way that would effectively shift the benefits of their use from the residents of one townhouse to another.

E. Permits may only be used in the court for which it is issued. In the case of residents of Thompson Road East, residents may use the permit spaces on Contessa Court.

F. Permits must be displayed on all vehicles parked around center court areas ("islands").

G. Homeowners shall be responsible for the cost for replacement of a lost permit. The current cost shall be \$0 but may be changed at the Board's discretion.

IV. ENFORCEMENT

A. Vehicle Removal. The Board of Directors and its designees shall have the authority to have any vehicle not in compliance with the provisions of this Resolution removed from the common parking areas after the second citation. The vehicle owner will have five (5) days after the issuance of the second parking ticket to contact the management company and schedule a hearing to contest the citations. If no contact is made within the five (5) days, the vehicle will be subject to immediate towing, without notice upon the next or continued violation. All costs and risks or towing and impoundment shall be the sole responsibility of the vehicle's owner.

B. Removal by Residents. Residents may tow only unauthorized vehicles from their reserved space. Residents are not authorized to tow from any other reserved space, permit space, or any other portion of the Common Area. Residents who initiate towing must make all arrangements with the tow company and assume all liability for wrongful towing.

C. Violations Subject to Immediate Removal by Board. Any vehicle (a) parked within fifteen (15) feet of a fire hydrant or in a designated fire lane., (b) occupying more than one (1) parking space, (c) perpendicular to the marked parking space or on a grassy area or sidewalk (d) impeding access to sidewalk ramps or (e) constituting a safety hazard shall be subject to immediate removal without notification.

D. Notice of Violation. The owner of any vehicle not in compliance with the rules and regulations of Section II of the Resolution shall be notified of the violation by the posting of a notice on the vehicle. If the vehicle is not brought into compliance within the time frame specified in the notice and no hearing has been requested by the vehicle owner within five (5) days of the second notice it will be subject to removal by towing. A record of all notices will be entered into the Association's records.

E. Subsequent violations committed within any consecutive twelve-month period shall subject the violating vehicle to immediate towing without notification.

F. Any vehicle parked in an area designated and identified by the Board, as a "no parking" area shall receive a notice of violation. Notices for such violations may be posted at no less than seven (7) day intervals. If a vehicle has been posted twice within a calendar, year, it is subject to removal by towing. (See Article IV, Section 4 of the Bylaws.)

G. The Association reserves the right to exercise all other power and remedies provided by the Association's governing documents or the laws of Virginia and Fairfax County.

H. This Resolution may be enforced by imposition of monetary charges and suspension of membership privileges and services pursuant to the Virginia Property Owner's Association Act. Parking privileges may be suspended if a homeowner becomes delinquent in pay of any assessment or is otherwise deemed not in good standing by the Board.

V. ATTORNEYS' FEES, LIABILITIES

A. Owner Responsibilities. The owner shall be responsible for all expenses and/or attorneys' fees incurred by the Association in enforcing the provisions of the Resolution.

B. Liability.

1. The Association assumes no responsibility for any damage to any vehicle parked or operated on "Association property."

2. Owners shall be held liable for any expenses incurred by the Association because of any damage done to the Common Areas by the use, repair, or maintenance of their vehicle, or because of negligence, whether on the part of the owner, their family, tenants, guests, or agents.

C. Validation of Resolution. If any clauses, phrase, provision, or portion of this Resolution is invalid or unenforceable under applicable law, such condition shall not affect, impair, or render invalid or unenforceable any other part of the Resolution.

Resolution adopted and approved by the Board of Directors of the Strathmeade Square

Homeowners Association this 3 day of June, 2022.

STRATHMEADE SQUARE HOMEOWNERS
ASSOCIATION



Janet Goodwin, President