

LONDON TOWNE HOMEOWNERS ASSOCIATION

POLICY RESOLUTION NO. ____ PARKING POLICY

WHEREAS, the Declaration of Covenants and Conditions, Article V, Section 4 entitles lot owners to use jointly with the other lot owners the parking spaces within the Common Area;

WHEREAS, the Bylaws, Article III, Paragraph C, Section 15 (c), authorize the Board of Directors to provide for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;

WHEREAS, the Bylaws, Article III, Paragraph C, Section 15 (f), authorize the Board of Directors to make and amend rules and regulations;

WHEREAS, this Resolution amends the former Amended and Restated Resolution 9, which is superseded and revoked on the effective date of this resolution;

WHEREAS, the Board of Directors desires to minimize conflict regarding the joint use of the parking spaces within the Common Area;

WHEREAS, the Board of Directors desires to improve the quality of life within the community by providing for the convenient use of parking spaces;

WHEREAS, this Resolution is applicable only to the Common Area spaces found on private streets owned and maintained by London Towne Homeowners Association, and is not applicable on public VDOT-maintained streets within the community, which are Paddington Lane, Gothwaite Drive, Billingsgate Lane, Wycombe Street, and Regents Park Drive;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board duly adopts the following policy:

I. PARKING ENFORCEMENT

The Association is authorized under the laws of Virginia and Fairfax County to have trespassing vehicles removed under contract with a tow operator registered with Fairfax County, hereinafter referred to as the Association's parking enforcement contractor. The Association authorizes its parking enforcement contractor to patrol the private streets of London Towne to observe and enforce violations of this Resolution during the hours of 7PM to 7AM, however the Association and its management company representatives may contact the Association's parking enforcement contractor at any time for removal of vehicles found in violation of this Resolution. Residents may report any vehicle parked in violation of any provision of this Resolution to the Association's management company representatives by telephone or email.

- A. Vehicles parked in the following areas and/or manner will be towed immediately and without warning. Such towing shall be at the vehicle Owner's risk and expense:

1. Any area marked by signage or lettering on the pavement that reads “NO PARKING”.
2. Fire lanes designated by yellow curbs and/or signs;
3. Blocking fire hydrants, driveway entrances, or other vehicles;
4. Blocking vehicle travel on, and entrances or exits to, private streets;
5. Blocking any portion of a sidewalk;
6. Vehicles parked in any “Permit Only” space without displaying the proper parking pass, see *Section III: Parking Passes*;
7. Vehicles that are double parked in any driveway, causing any portion of the vehicle to extend over the sidewalk;
8. Vehicles parked so that any portion of the vehicle, including tires, extends over the white line that denotes a parking space boundary;
9. Vehicles parked on any unpaved portion of the Common Area without approval, see *Section IV: Parking Control* of this Resolution;
10. Commercial vehicles, as defined in *Section VI. Recreational and Commercial Vehicles* of this Resolution;
11. Vehicles parked in another lot owner’s assigned numbered parking space, upon the request of the lot owner to whom the assigned numbered space has been licensed;
12. Vehicles parked in a revoked assigned numbered space;
13. Vehicles parked in any “Permit Only” Common Area space displaying a revoked, voided, or duplicated parking pass. Parking privileges will be revoked if lot owner is not in good standing due to one of the following:
 - a) Lot owner is not current in the payment of assessments due the Association;
 - b) Lot owner is otherwise in violation of the Association's governing documents or rules and regulations, including those rules governing property maintenance and upkeep found in the Association's Architectural Guidelines.

B. Vehicles parked in the following manner will be towed 24-hours after a tow warning sticker has been prominently affixed to the vehicle parked in violation. Such towing shall be at the vehicle Owner’s risk and expense:

1. Vehicles that have been parked in any unlicensed “Permit Only” space for seven (7) consecutive days without moving (*See Section XI B for enforcement procedures*);
2. Any vehicle displaying an expired license plate;
3. Any vehicle not displaying a valid state inspection decal (except if a valid state inspection rejection sticker is displayed);
4. Inoperative motor vehicles, as defined in *Section VIII. Maintenance, Repair, Storage and Inoperable Vehicles* of this Resolution.

II. LICENSE OF PARKING SPACES

A. The Board of Directors shall grant a license to each lot owner in good standing for the regular and exclusive use of one (1) assigned numbered parking space within the Common Area. A lot owner is in good standing if he or she is current in the payment of assessments due the Association and is not otherwise in violation of the Association’s governing documents or rules and regulations, including those rules governing property maintenance and upkeep found in the Association’s Architectural

Guidelines. This licensed space shall be as near the lot served as practicable and as convenient to the lot as possible, within the limits of the terrain and other practical concerns.

- B. The Board of Directors will provide unique identifying numbers for each licensed numbered parking space and will provide a map of the licensed numbered spaces by request.
- C. Unlicensed spaces marked with the words "Permit Only" remain available for joint and nonexclusive use on a first- come first-served basis by London Towne residents and guests, provided any vehicle parked in any space marked "Permit Only" displays a valid parking pass issued by The Association, and such vehicle occupies the space for less than seven (7) days without moving. Unlicensed "Permit Only" Common Area parking spaces are to be shared equally by all London Towne residents and their guests. Exclusive use of unlicensed "Permit Only" Common Area spaces by any London Towne resident or their guest is not permitted. Any vehicle that is parked more than seven (7) consecutive days without moving in any unlicensed "Permit Only" Common Area parking space, even if it displays a valid parking pass, will be towed with a 24-hour notice at the vehicle owner's risk and expense. The number of days a vehicle has been parked in any unlicensed "Permit Only" Common Area parking space will be determined and documented by the Management Company, the Board of Directors, or the Association's parking enforcement contractor following procedures detailed in Section XI Subsection B. Community members may report any vehicle that has occupied a permit space for more than seven (7) days continuously and without interruption, or any vehicle occupying a permit space without a permit during hours of enforcement to the Association's management company by telephone or email. Management will be responsible for contacting the Association's parking enforcement contractor for enforcement of this Resolution.
- D. Each lot owner shall be notified of the space number and location of the licensed space assigned to the lot. The Board will designate the licensed space by its identifying number. The Management Company will maintain and make available upon request a map of the assigned numbered parking spaces. This map will clearly depict the location of the space licensed for use by that lot.

This license is not a grant of ownership. All licensed spaces remain under the ownership and control of The Association. The licensed parking spaces shall not be considered appurtenances to the lots they serve. The Board of Directors reserves the right to reassign any licensed parking space at its discretion. The Board of Directors will revoke a lot owner's license to park in their assigned numbered space if the lot owner fails to pay regular monthly assessments due the Association, or if the lot owner does not correct violations of the Association's governing documents or rules and regulations, including those rules governing property maintenance and upkeep found in the Association's Architectural Guidelines.

III. PARKING PASSES

All lot owners, in good standing, will receive one (1) parking pass that bears a unique identifying number.

- A. Residents must prominently display a parking pass in any vehicle parked in any unlicensed "Permit Only" Common Area parking space. Parking passes must be displayed inside the front windshield and hung from the rear-view mirror, if applicable. Passes may also be secured to the inside of the

front windshield, in the top driver side corner of the windshield, provided the rear view mirror is not present or the pass does not fit on the mirror. Passes must be displayed so as to be clearly visible from the outside of the vehicle. Vehicles that do not properly display a parking pass and that are parked in any unlicensed "Permit Only" Common Area parking space will be towed without warning and at the vehicle Owner's risk and expense.

- B. Lot owners or their Managing Agent must pick up their parking passes in person. Tenants may pick up parking passes upon presentation of a signed copy of their lease and presentation of a letter from the lot owner authorizing the tenant to pick up the parking pass assigned to the lot. The lot owner may provide such written authorization directly to the Management Company on behalf of his or her tenant.
- C. Residents may lend or borrow parking passes from one other. Parking passes are the sole responsibility of the original pass holder. Residents who borrow parking passes should be mindful that such pass may be suspended or revoked due to the actions or failures of the pass owner, resulting in towing of any vehicle that displays the pass.
- D. The Association will issue replacement passes for an administrative fee of \$50. Passes that are reported lost or stolen will be voided, and any vehicle parked in a "Permit Only" Common Area space displaying a voided parking pass will be towed without warning at the vehicle owner's risk and expense. The Association will replace stolen passes at no charge, provided a police report is presented along with the request for the replacement pass.
- E. Parking passes shall not be duplicated. Duplication of parking passes will result in the immediate towing of a vehicle parked in any Common Area space displaying a duplicated pass, as well as the suspension of all parking privileges, including the licensed, numbered space and the parking pass issued to the lot, for a period of 30 days from the date the duplicate parking pass is verified by the Association.

IV. PARKING CONTROL

- A. All vehicles must have current state license plates, and valid state safety inspection decal, if required by the state where the vehicle is registered. Any vehicle parked in any Common Area parking space that displays expired license plates or with no license plate, and/or an expired state safety inspection sticker or no state safety inspection sticker will be towed at the Owner's expense 24-hours after a tow warning sticker is prominently placed on the vehicle's driver window. Such tow warning sticker may be placed on vehicles by the Management Company, the Board of Directors, or the Association's parking enforcement contractor.
- B. No vehicle may be parked or operated on any portion of the unpaved Common Area without the prior written approval of the Board of Directors. Any vehicle parked on an unpaved portion of the Common Area without such approval will be towed without warning and at the vehicle Owner's risk and expense.

- C. All motor vehicles shall not exceed the speed limit of fifteen (15) miles per hour while operating in the Common Areas streets and facilities of London Towne and all vehicles shall obey the posted ONE-WAY and DO NOT ENTER signs.
- D. No vehicle may be parked on any area of any Private Lot other than the driveway designated for that purpose. Vehicles may not be parked on the lawn of any Private Lot. Only the number of vehicles that the driveway was designed to accommodate may be parked in the driveway. Vehicles that are double parked in a driveway in such a manner that causes any portion of the vehicle to block any portion of the sidewalk will be towed without warning and at the vehicle owner's risk and expense.
- E. All vehicles must be parked on paved parking areas and only within the confines of the white lines that mark the boundary of a single parking space. Any vehicle parked in such a manner that any portion of the vehicle is on or over the white boundary line, or is otherwise parked in more than one space, will be towed without warning and at the vehicle Owner's risk and expense.

V. MOTORCYCLES

- A. Motorcycles parked in London Towne must comply with all the rules and regulations of this resolution. A motorcycle may share either a licensed assigned space or "Permit Only" Common Area parking space with another motorcycle, or one (1) passenger vehicle provided the appropriate parking passes are displayed on both vehicles, if required, and neither vehicle is over the white boundary line nor impedes access to adjacent spaces or traffic flow.
- B. A motorcycle may share a driveway with another motorcycle, or one (1) passenger vehicle provided the driveway is large enough to accommodate the vehicles and neither vehicle encroaches upon Association or neighboring property, is parked over, on, across or blocking any sidewalk, or is parked on any area of the any lot that is not otherwise designated as a driveway.
- C. Motorcycles may be covered provided the license plate (or a facsimile) is visible to the parking enforcement contractor or proper authorities. Covered motorcycles must be parked either in a private driveway or licensed space.

VI. RECREATIONAL AND COMMERCIAL VEHICLES

- A. No recreational vehicle may be parked or stored within London Towne, to include all Common Ground, Common Parking Areas, and driveways. Recreational vehicles parked in driveways will be considered a violation of the community's guidelines. Recreational vehicle is defined as:
 - 1. Any boat or trailer, motor home or other self-contained camper.
 - 2. Any RV, mobile home, trailer, or fifth wheel trailer.
 - 3. Any pop-up camping tent, trailer or other similar recreation-oriented portable or transportable facility or conveyance.

4. Any other vehicle not defined above which could not normally or regularly be used for daily transportation, including dune buggies, non-operative automobile collections, or other automotive equipment not licensed for use on the highways of Virginia.

B. No commercial vehicle or private, public or church buses may be parked or stored within London Towne, to include all Common Ground, Common Parking Areas, and driveways.

Commercial vehicle is defined as:

1. Any vehicle more than 21 feet in length or more than eight (8) feet in height including appurtenances (such as ladder racks or equipment boxes) attached to the vehicle, or with a width of 102 inches (8.5 feet) or more, or with a gross weight of 12,000 or more pounds;
2. Any vehicle with a rated carrying capacity of 1500 pounds (3/4 ton) or more,
3. Any vehicle, regardless of capacity, which displays commercial signs or advertising lettered thereon;
4. Vehicles with visible commercial equipment, including ladders;
5. Any solid waste collection vehicle, tractor truck or tractor truck/semitrailer or tractor truck/trailer combination, dump truck, concrete mixer truck, towing and recovery vehicle with a registered gross weight of 12,000 pounds or more, and any heavy construction equipment, whether located on the highway or on a truck, trailer, or semitrailer;
6. Any trailer, semitrailer, or other vehicle in which food or beverages are stored or sold;
7. Any trailer or semitrailer used for transporting landscaping or lawn-care equipment whether or not such trailer or semitrailer is attached to another vehicle;
8. Any vehicle registered for use as "for hire," or a contract passenger carrier or a limousine;
9. Any vehicle carrying commercial freight in plain view;
10. Any trailer or semitrailer, regardless of whether such trailer or semitrailer is attached to another vehicle; or
11. Any vehicle with three or more axles.

C. Exceptions to Commercial Vehicle Restrictions

1. Commercial vehicles are allowed to park in resident's assigned licensed space for the home, "Permit Only" Common Area space, or driveway while actively providing service to homes in London Towne. Permits are not required for service vehicles in "Permit Only" spaces between 7AM and 7PM, seven days per week.
2. Moving vehicles, storage containers, and construction dumpsters are allowed in assigned licensed spaces, "Permit Only" Common Area spaces, or driveways for up to seven (7) days with written approval of the Association. The moving vehicle, storage container, or construction dumpster must otherwise abide by all regulations stated in this Resolution and cannot extend beyond the parking space or driveway and may not impede the movement or parking of other vehicles. Residents must contact the Association's management office by telephone or email to request approval.

VII. SPECIAL PARKING SPACE REQUIREMENTS

- A. Parking spaces will be assigned to accommodate residents with physical disabilities upon their written request, which must be accompanied by a copy of Virginia Department of Motor Vehicles ("DMV") issued parking permit for disabled citizens. The Board, based upon the needs of the disabled person and other practical considerations, will determine the location of the requested parking space.
- B. The Association reserves the right to revoke the license for exclusive use of that designated parking space from the resident requesting the space upon the resident ending his or her residency in London Towne, or upon the expiration of DMV permit. Residents with DMV parking permits to whom a space has been specially designated may be required to show proof of DMV permit renewal in order to maintain exclusive use of such space.
- C. Any space licensed pursuant to such a request shall be the single licensed space for that resident's unit.

VIII . MAINTENANCE, REPAIR, STORAGE, AND INOPERABLE VEHICLES

- A. Extensive vehicle repairs (i.e., spray painting, transmission overhauls, etc.) are not permitted on any of the Common Areas of London Towne. Each member or tenant is responsible for proper disposal of waste created by maintenance.
- B. Any vehicle with gasoline, oil, or emission leaks must be removed promptly from the London Towne property.
- C. No Common Ground, licensed assigned space, "Permit Only" Common Area space, driveway, or any portion of a Private Lot is to be used for storage of vehicles, regardless of whether such vehicle is operable or inoperable.
- D. Storage includes, but is not limited to:
 - 1. Any vehicle without valid license plates or inspection stickers;
 - 2. Any vehicle not moved under its own power for a period of fifteen (15) days;
 - 3. Any vehicle used for storage of trash, supplies, or other items for a period of three (3) days; or
 - 4. Any vehicle in violation of these Rules and Regulations that is periodically relocated within the community to avoid the time limits imposed herein.
- E. Inoperable vehicles includes, but is not limited to:
 - 1. Any motor vehicle which is not in operating condition, including vehicles with deflated tires, broken glass or leaking fluids;

2. Any motor vehicle which does not display both valid license plates and a valid inspection decal. If an inspection rejection sticker is displayed, the vehicle will be considered in compliance with this Resolution unless the rejection sticker has expired.

It is a violation of Fairfax County ordinances to store an inoperable vehicle on any property zoned or used for residential purposes. Any inoperable vehicles kept on any Private Lot will be reported to the appropriate department of Fairfax County government for enforcement.

IX . ENFORCEMENT

- A. The Association's parking enforcement contractor is authorized to remove any vehicle listed in Section I. *Parking Enforcement*, Subsection A without warning to the vehicle owner and at the vehicle owner's risk and expense. Vehicles listed in Subsection B will be towed 24-hours after a tow warning sticker has been prominently affixed to the vehicle parked in violation.
- B. The Association's parking enforcement contractor is authorized to document vehicles that are parked in a "Permit Only" space for more than seven (7) consecutive days without moving by photographing the vehicle's license plate, the driver side front tire valve stem placement, and "Permit Only" space markings. Photographs must include a date and time stamp documenting the vehicle's placement for seven (7) consecutive days, after which the parking enforcement contractor will place a 24-hour warning sticker on the vehicle. If the vehicle remains parked 24 hours after such warning sticker is placed, it will be towed at the vehicle owner's risk and expense.
- C. Residents may report any vehicle that does not display the required parking pass parked in an unlicensed "Permit Only" space by contacting the management company. Residents may also report any vehicle that has been parked in an unlicensed "Permit Only" space for seven (7) or more consecutive days without moving to the management company. The management company may then contact the Association's authorized towing company to follow the procedure outlined in Section IX Subsection B.
- D. The rightful license holder of a assigned numbered space may contact the Association's authorized towing Company to have an unauthorized vehicle removed from their assigned numbered space. The resident requesting the tow must be present and must sign a written confirmation of their request to have the vehicle removed.
- E. Vehicles parked in violation of this Resolution in driveways, except vehicles parked in such a manner that any part of the sidewalk is obstructed, and on Private Lots will be enforced as a rules violation, and residents will be informed of such violation by letter. Failure to correct parking violations on driveways and Private Lots will result in the lot owner falling from good standing and the suspension of all parking privileges on Common Area parking spaces.

F. The Board of Directors in its discretion may suspend or revoke the license to use licensed assigned Common Area parking spaces and revoke issued parking passes under the following conditions:

1. A lot owner (or his or her tenant) commits repeated infractions of the parking rules and regulations of the Association;
2. Falls from good standing by failing to pay assessments owed to the Association upon Procedures set forth in other resolutions adopted by the Board; or
3. By otherwise violating the governing documents or rules and regulations of the Association.

Upon notification by the Board of parking privilege revocation, the Association's towing company will remove any vehicle displaying passes belonging to the homeowner in arrears, or otherwise not in good, standing who are parked in any Common Area parking space, including licensed assigned spaces.

X. Electric Vehicle Charging

- A. London Towne is a townhouse community with Common Area parking spaces owned and managed by the Association. Charging stations for electric vehicles may not be installed on Common Area property or parking areas. Residents may not run unattended extension cords across Common Area property including sidewalks and private streets.
- B. Residents may install electric vehicle charging stations on their Private Lot to provide charging to vehicles parked in private driveways provided the resident has submitted an Architectural Review Form and received written approval from the London Towne Board of Directors.