

KEENE MILL OAKS HOMEOWNERS' ASSOCIATION

POLICY RESOLUTION NO. 2017-01

**AMENDED PARKING RULES AND REGULATIONS
(INCLUDING LIMITATIONS ON THE TYPE OF VEHICLES ALLOWED)**

WHEREAS, Article X, Section 2 and Article XV, Section 1(i) of the Declaration of Covenants, Conditions and Restrictions of Kenwood Hills Homeowner's Association (d/b/a Keene Mill Oaks Homeowners' Association) (the "Declaration") and Section 55-513 of the Va. Property Owners' Association Act (the "Act") empower the Association's Board of Directors to promulgate and enforce rules and regulations with regard to parking within the community and the use of the Association's Common Areas;

WHEREAS, the Board of Directors desires to minimize conflict regarding the use of the parking spaces within the community, to improve the quality of life within the Association by providing for the convenient use of the parking spaces, and to adopt amended reasonable rules governing the use of parking spaces.

NOW, THEREFORE, BE IT RESOLVED the Board hereby rescinds all prior rules, regulations and resolutions pertaining to vehicles and parking, and hereby adopts the following amended rules pertaining to vehicles and parking, which constitute part of the Association's rules and regulations:

I. GENERAL PROVISIONS

1. No Blocking Access. No vehicle is allowed to be parked in a manner that blocks another person or vehicle's access to an adjacent parking space or to a sidewalk or driveway.
 - a. Vehicles on Lot driveways shall not be parked on driveway aprons or in any other manner that blocks, in whole or in part, proper access to sidewalk (e.g., so that pedestrians using the sidewalks do not have to walk onto the streets to get around a vehicle parked on a driveway apron).
 - b. Vehicles in Common Area parking spaces must be parked so that the vehicle and any items on the vehicle do not protrude or extend beyond the width or length of the marked parking space. [note: this provision shall not apply to vehicles temporarily parked as maybe reasonably necessary to quickly pick up or discharge persons or to quickly pick up or deliver merchandise, household goods or other materials.]
2. No vehicle shall park partially or wholly on grassy unpaved areas or on sidewalks.
3. No vehicle parking or standing is allowed in designated fire lanes or other no parking zones, which are denoted by solid yellow painted curbing and/or by signage.
4. Parking in Common Area parking areas is done at the vehicle owner's own risk – the Association and its Board and Agents are not responsible for lost or stolen property or damage to vehicles caused by other parties.

5. Permanent or long-term occupation of a single unreserved space by a single motor vehicle is prohibited (e.g., motor vehicles shall not be stored in unreserved spaces in Common Area parking zones); parking in such areas is for motor vehicles used by residents and their visitors on a regular, ongoing basis. Continuous long term parking in the same unreserved Common Area parking space of the Association is limited to no more than seven (7) consecutive calendar days. Violations are subject to towing enforcement.

II. PARKING DECALS & VISITOR HANGTAGS

1. All Lot Owners will receive two (2) Association-issued parking decals per Lot and one visitor hangtag parking permit per Lot owned by that person. Requests for parking decals and hangtag must be submitted in writing (by application) to the Association's management agent ("Managing Agent").
2. Motorcycles that otherwise comply with this resolution may park in Keene Mill Oaks without displaying a parking decal, provided that one parking decal be surrendered for each motorcycle registered.
3. Each decal and visitor hangtag will bear an identifying number assigned to a specific vehicle, and may not be duplicated.
4. Parking decals must be affixed to the inside of the lower rear window so that it remains visible from the outside at all times. Visitor hangtags must be hung on the rear-view mirror of the visitor's vehicle so that it remains visible from the outside at all times.
5. Any vehicle parked in a Common Area parking space must prominently display a current Association-issued parking decal, or Association-issued visitor hangtag permit. See *Section VI (Enforcement)* below for exceptions.
6. Lot owners and/or tenants must provide a copy of their Virginia vehicle registration showing the vehicles are registered to a specific address located within the property boundaries of Keene Mill Oaks HOA (or, alternatively, proof that their vehicle is not required to be registered in Virginia under applicable law, such as state law exemptions for active duty military service members). Tenants may obtain parking passes upon presentation of a signed copy of their lease together with a letter of authorization signed by the lot owner.
7. Replacement cost for lost decals is \$5.00, and \$100.00 for hangtags, or such other amount determined by the Board.
8. Stolen, or damaged decals, or hangtags will be replaced at no charge, provided the holder of that permit presents a police report, or proof of damaged decal, or hangtag during the issuance of the replacement permit.

III. VEHICLE PARKING; PROHIBITED VEHICLES

Per Article VII, Section 10 of the Declaration, the **following are prohibited from being kept or parked overnight on the Common Area Streets or Lots:** commercial trucks, commercial buses and other commercial vehicles; recreational vehicles; trailers; and boats.

For purposes of this restriction the term "overnight" shall mean the hours between 10:00 pm and 6:00 am.

For purposes of this restriction, the term "commercial vehicle" is defined to include any of the following:

1. Those vehicles that fall within the definition of a "commercial vehicle" under Fairfax County Zoning Ordinance Section 20-300, as may be amended from time to time. As the date of this Resolution, the County Ordinance definition is:

Any vehicle with a rated carrying capacity of 1500 pounds (3/4 ton) or more, and any vehicle, regardless of capacity, which displays advertising lettered thereon or which is licensed as a "for hire" vehicle. For the purpose of this Ordinance, commercial vehicles shall not be deemed to include any vehicle operated by a public agency except those vehicles set forth in Par. 16A of Sect. 10-102, farm vehicle or equipment located on property used for agricultural purposes, motor home, camping trailer, boat trailer, horse trailer, or similar recreational equipment recognized as personal property and not for hire, emergency fuel oil delivery truck which has been approved by the County and/or any public or private vehicle used exclusively for the transportation of persons to and from a school, place of religious worship, or activities related thereto.

2. Any motor vehicle, particularly panel vans, cargo vans and trucks (including pickup trucks) designed or manufactured primarily for commercial applications or purposes or for providing commercial services.
3. Any motor vehicle displaying advertising signs or other similar commercial markings, including commercial weight limitations information. This term includes buses, taxicabs and other motor vehicles that display the name(s) or logos of companies on the body of the vehicle, but does not include police or other governmental agency cars.
4. Any motor vehicle with mounted racks designed, intended for or used to carry ladders, lumber, pipes, window panes or any other equipment or building materials for commercial purposes.
5. Any vehicle that is designed to carry 16 or more passengers, and any private or public school or church buses.
6. Any motor vehicle designed to transport commercial supplies, tools, ladders or other commercial equipment.

Per Article VII, Section 10 of the Declaration, **only private automobiles are allowed to be parked in Common Area parking spaces.**

For purposes of this restriction, the term “private automobile” means any passenger vehicle designed or manufactured for private/consumer vehicular travel, which does not include, for example, trailers, semi-trailers, boats, campers, motor homes or commercial vehicles (as defined above).

This means for example, that no commercial vehicles can be parked in a Common Area parking space at any time, **except for those vehicles servicing a lot (see Section VI Enforcement, Item B).**

IV. SPECIAL PARKING SPACE REQUIREMENTS

1. Parking spaces will be assigned to accommodate residents with physical disabilities upon their written request, which must be accompanied by a copy of the Virginia Department of Motor Vehicles (“DMV”) issued parking permit for disabled citizens. The Board reserves the right to determine the location of the requested parking space.
2. The resident’s vehicle parked in the designated Association parking space must display the DMV parking permit.
3. The DMV parking permit will count as one of the two decals available to the lot.
4. The Association reserves the right to revoke any such assignment when the resident requesting the space moves out of Keene Mill Oaks, or upon the expiration of the DMV permit.

V. MAINTENANCE; REPAIR; STORAGE

1. Maintenance. Ordinary and minor maintenance on a Lot Owner or resident’s vehicle parked in the Common Area or Private Drives is permitted. Minor maintenance refers to such items as oil changes, tire changes, and replacing light bulbs. Each Lot Owner or tenant is responsible for proper, immediate disposal of waste created by maintenance.
2. Repair
 - a. Vehicle repairs not considered ordinary, minor maintenance per the above (e.g., engine repairs, transmission work, rear end overhauls, painting and similar repairs or work of similar nature) are prohibited on any of the Common Area or Lots. No vehicles may be left unattended on jacks, ramps or other devices at any time. Any vehicle with gasoline, oil, or other leaks must be removed promptly from the Keene Mill Oaks community.
 - b. The Lot Owner, resident or other person responsible for damage shall be held liable for any and all damages that may occur to the parking area as a result of any vehicle maintenance or repair. This includes any and all costs of the repair of the area to an acceptable state of condition arising out of damages sustained to the area as a result of negligence, repairs operations, or storage of any combustible, dangerous, or otherwise-hazardous material, regardless of the type of container.

- c. Dumping, disposal, or leaks of oil, grease, or any other chemical, residual substance, or any substance or particles from holding tanks of vehicles of any type, are not permitted on Keene Mill Oaks property.
 - d. The dumping of motor oil, antifreeze, and other petroleum products into the storm sewers is a direct violation of the law and may lead to civil penalties and cleanup costs for the responsible person(s).
3. **Storage.** No portion of the Common Area or any portion of a Lot is to be used for storage of vehicles. Storage includes, but is not limited to:
- a. A vehicle without valid tags, registration or inspection stickers parked in the Keene Mill Oaks community for a period of seven or more days;
 - b. A vehicle not moved under its own power for a period of fifteen (15) or more days;
 - c. A vehicle used for storage of trash, supplies, or other items for a period of three or more days; or
 - d. A vehicle in violation of this Resolution that is relocated periodically to avoid the times imposed herein.

VI. ENFORCEMENT

Any vehicle may park within the property boundaries of Keene Mill Oaks between the hours of 6:00 a.m. and 10:00 p.m. without displaying a parking decal, or hangtag permit. Any vehicle parked within the property boundaries of Keene Mill Oaks at any time between 10:00 p.m. and 6:00 am must display a valid Association-issued parking decal or hangtag permit in accordance with this Resolution. Any vehicle **not** displaying a parking decal or hangtag permit is subject to be towed.

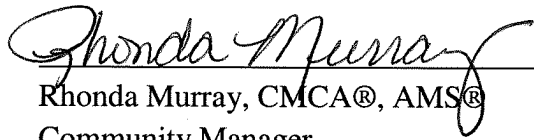
1. **Vehicles will be towed immediately without notice for the following violations:**
 - a. Vehicles parked in “No Parking” zones or fire lanes designated by yellow curbs; and
 - b. Vehicles parked on Common Area so as to block fire hydrants, mailboxes, other vehicles, public or private streets and entrances, or sidewalks; and
 - c. Any vehicle parked so as to occupy (in whole or in part) more than one parking space;
 - d. Any vehicle parked on an unpaved portion of the Common Area.
2. The following vehicles may be towed from Common Area upon **seventy-two (72) hours written notice** (posted on the offending vehicle):
 - a. Any vehicle parked on the Common Area that does not display current state tags, county registration and/or inspection sticker;

- b. Any improperly parked vehicle (other than those referenced in subsection 1 above as being subject to immediate towing);
 - c. Any junk, inoperable, or abandon vehicle;
 - d. Any commercial, or recreational vehicle, trailer, boat;
 - e. Any vehicle that is being used for storage;
 - f. Any vehicle parked in violation of Board decision to suspend parking rights; and
 - g. Any vehicle that otherwise violates the Declaration or this Resolution.
3. Residents may report any unauthorized parking by contacting the Managing Agent.
 4. The Association-contracted towing company is authorized to immediately remove any vehicle listed in paragraph VI (1) above. The Board or Managing Agent may, but are not required to, place warning notices on such vehicles before towing.
 5. Once the notice period has expired, the Association's authorized towing company will remove vehicles in violation of paragraph VI (2) above.
 6. The Association reserves the right to take any action to enforce these rules that is available to it pursuant to the Association's governing documents or applicable law, including towing non-complaint vehicles from the Common Area. In addition, pursuant to Section 55-513 of the Virginia Property Owners' Association Act ("Act"), the Board of Directors in its discretion may suspend the right of a Lot Owner (and all tenants, residents and visitors of or to that Owner's Lot) to park in the Common Area if that Owner becomes more than 60 days' past due in the payment of assessments owed to the Association (after providing prior notice, an opportunity to cure and an opportunity for a hearing in accordance with the Act and any related procedures adopted by the Board). Notice of the suspension will be mailed (by first-class and certified mail) to the applicable Lot Owner at that Owner's last known mailing address as listed in the Association's records.
 7. Upon notification by the Board (or the Managing Agent) of suspension of parking rights, the Association's contracted towing company will remove any vehicle displaying decals or hangtags issued for that delinquent Owner's Lot. Suspensions remain in place until the Owner's assessment account is brought current. The Lot Owner is responsible for notifying his/her tenants, family members, guests, etc. of the suspension of parking rights.
 8. The Association reserves the right to exercise all other powers and remedies provided by the Association's governing documents and/or the laws of Virginia and the County of Fairfax.
 9. The remedies stated herein shall not constitute an election of remedies and all remedies shall be deemed cumulative.

- A. **Exceptions** to these rules may be granted in advance by the Board for any contractor hired for performing maintenance, repair or other services to Lots or Common Area, but only to the extent required to reasonably fulfill the terms of the service contract. Requests for exceptions related to work on a Lot must be submitted in writing to the Board by the Lot's Owners; an exception is not effective unless or until the Board sends written notice of approval to the Owner.
- B. **Liability/Responsibility of Lot Owners.** A Lot Owner is responsible for his/her own violations, as well as the violations of his/her tenants, guest, invitees, contractors, and the members of his/her household. It is each Owner's responsibility to inform his/her tenants, guest, invitees, contractors or members of his/her household of the provisions of these rules and the need to comply with them.

CERTIFICATE OF MAILING

I hereby certify that on the 31 day of March, 2017, a copy of Resolution 2017-01 was mailed (by first-class U.S. mail) to all Owners of records in the Association's books and records as of this date.



Rhonda Murray, CMCA®, AMS®

Community Manager

Summit Management Services, Inc., Agent

Keene Mill Oaks Homeowners Association