

Cameron Station Community Association, Inc.
Policy Resolution # 06-12-19
Parking Policy

WHEREAS, Article III, Section 3.4 of the Bylaws grants the Board of Directors with all of the powers necessary for the administration of the affairs of the Association in accordance with applicable law and the Project Documents, except for those matters which the applicable law or Project Documents require the Association's membership to approve; and

WHEREAS, Article IV, Section 4.3 of the Declaration of Covenants, Conditions and Restrictions states the Association shall be responsible for the maintenance, management, operation and control of the Common Areas and all improvements; and

WHEREAS, the Board of Directors believes that it is in the best interests of the Association to have an orderly system for the enforcement of parking within the Association.

NOW THEREFORE the Board of Directors of the Association hereby adopts this Parking Policy. This policy shall supersede any previously adopted parking policy. All homeowners, their family members, agents, guests, and lessees/tenants, as well as the Association's builders and contractors, shall adhere to the rules and regulations set forth as follows herein:

PARKING PROVISIONS:

I. DEFINITIONS

- A. Owner: Any title owner of a lot within the Association.
- B. Tenant: Any person who possesses a leasehold interest in a lot within the Association.
- C. Resident: Any Owner or Tenant or person who occupies or resides at a residence within Cameron Station for over thirty (30) days.
- D. Management: The Association's managing agent, who is contracted by the Association to administer the daily business of the Association.
- E. Visitor: Any customer of a commercial establishment within Cameron Station, any person who enters the Cameron Club or swimming pool, or any person who parks a vehicle in a phase of Cameron Station in which they do not reside or own a lot or person who occupies or resides at a residence within Cameron Station for less than thirty (30) days.

II. UNAPPROVED VEHICLES

Residents may not park the following vehicles anywhere within the Association. :

A. Commercial Vehicles. Any commercial vehicle, including the following:

1. any vehicle in which the driver is ordinarily hired for transport, including, but not limited to, taxis, limousines, or buses; or
2. any vehicle with uncovered exterior logos, signs, letters, numbers, advertising, or irregular and distinct coloring which creates the appearance of a commercial vehicle; or
3. any unmarked vehicle with commercial paraphernalia or equipment attached, strapped, or affixed to the exterior of the vehicle, including, but not limited to, ladders or pipes; or
4. any unmarked vehicle, which because of its irregular height, length, shape, or weight, is not a conventional passenger vehicle and is more suited for a commercial purpose; or
5. any van designed for the transport of furniture, goods, equipment, animals or scheduled transportation, except for in the case of scheduled deliveries to residents and move-ins and move-outs, but not to extend beyond a twenty-four (24) hour period unless approval is made by management not to exceed three days;
6. any unmarked vehicle with an excessive amount of commercial equipment or supplies within the interior of the vehicle which is in obvious plain view from another parking space or from the sidewalk, including, but not limited to, pesticide, paint buckets, propane tanks, cabling, uncovered or unsecured tools or other supplies; or
7. any vehicle with commercial tags.

B. Recreational Vehicles. Any motor home, self-contained camper, mobile home, boat, all-terrain vehicle, dune buggy, trailer, boat trailer, pop-up camper/tent trailer, horse trailer, any trailer or semitrailer used for transporting personal water crafts, motorcycles, or all-terrain vehicles, whether or not such trailer or semitrailer is attached to another vehicle, and any other type of vehicle primarily designed for recreational use, as opposed to conventional passenger use.

C. Inoperative Vehicles. Any vehicle with a malfunction of an essential part required for the legal operation of the vehicle or any vehicle which is partially or totally disassembled as a result of the removal of tires, wheels, engine, or other essential parts required for legal operation of a vehicle.

- D. Abandoned Vehicles. Any vehicle left unmoved in an unassigned parking space for more than 21 consecutive days, unless the owner provides written notice to the Board in advance that he or she will be away and unable to move the vehicle for a period greater than 21 days. In cases where a violation is committed, a notice will be placed on the vehicle, and if no response is received within twenty-four hours, it will be subject to the Association's towing policy.
- E. Other Equipment and Machinery. Any agricultural, industrial, construction or similar machinery or equipment.
- F. Marked police cars or other federal/state/local law enforcement or emergency vehicles shall not be considered a commercial vehicle under this definition and do not have to register with the Association's management office. Any unmarked police cars or other federal/state/local law enforcement or emergency vehicles may be parked within the Association provided such vehicles are registered with the Association management office.

Notwithstanding the foregoing, the Board reserves the right to provide exceptions for vehicles used for law enforcement or other governmental purposes.

III. RULES AND REGULATIONS

- A. Use of Parking Areas. Residents may not use the parking areas for any purpose other than vehicular parking. Residents may park vehicles only in designated parking spaces and areas. All unapproved vehicles are prohibited from the parking spaces except when picking up or delivering passengers or merchandise or during the performance of work or services at the location.
- B. Fire Lanes and No Parking Zones. Residents may not park vehicles in fire lanes or no-parking zones.
- C. Unreserved Parking Spaces. All visitor vehicles parked in a visitor parking space for more than 24 hours must display a parking pass on the front dash board of the vehicle at all times. If a resident loses a visitor parking pass, they may submit a request for a new parking pass along with a replacement fee of \$25 to the Board. The Board will provide a replacement parking pass to all residents who submit to the Board a request, the \$25 replacement fee, and are current in the payment of their assessments. Notwithstanding the foregoing, no Resident Vehicle shall be parked in a visitor parking space in the same phase that the lot to which such Resident Vehicle is registered is located.
- D. Repairs. Major repairs or maintenance to vehicles (including oil changes), or painting of vehicles, is not permitted anywhere within the Association, except that repairs or maintenance of a minor nature, such as the repairing of a flat tire or the re-charging of a dead battery, are permitted.

- E. Dumping of Materials. The dumping, disposal or leak of oil, grease, or any other chemical residual substance, or any substance or particles from holding tanks of any vehicles, is not permitted within the Association..
- F. Storage Containers/Crates: Residents must notify Association in writing seven (7) days prior to the date the resident receives a delivery of a portable storage container/crate from an off-site storage facility. The portable container/crate may only occupy one parking space as designated by the Association for no more than three (3) days unless approved by management not to exceed three additional days.
- G. Operator's Responsibilities.
1. Residents may park only one (1) vehicle within each parking space; however, if a resident wishes to park a motorcycle in the same parking space as an approved vehicle, the resident may do so, provided the resident parks the motorcycle immediately parallel to the curb so that the approved vehicle remains completely parked within the parking lines. Under no circumstance may a resident park a motorcycle in any manner which: a) interferes with the parking space rights of any other resident; or b) causes the approved vehicle to extend beyond the parking lines into the vehicular pathway of the street.
 2. The parking of any vehicle or portion thereof, including motorcycles, on any sidewalk, or common grounds of the community is strictly prohibited.
 3. Residents may not park vehicles in such a manner that any portion of the vehicle extends beyond the parking pad or driveway on their lot.
 4. Residents may not park vehicles in any manner which impedes the normal flow of traffic, blocks any mailbox, or prevents ingress and egress of any other vehicle to adjacent parking spaces or the open roadway.
 5. No vehicle may be parked in a manner that it extends beyond the parking lines or crosses over the parking lines.
 6. Residents may not park any vehicle perpendicular to the marked parking spaces.
 7. Residents may operate vehicles only on the paved roadways of the Association and the City's public streets within Cameron Station.
 8. Residents must have a proper operating license in order to operate a motorized vehicle on Association Property.

9. If a vehicle's security system interferes with the right of quiet enjoyment of the community for more than fifteen (15) uninterrupted minutes, the vehicle is in violation of the Association's regulations and subject to removal through towing.
 10. The principal use of the individual garages shall be for passenger vehicle storage only. Owners may not store boats, trailers, buses, campers, recreational vehicles, utility trailers, commercial vehicles, oversized vehicles or any other type of equipment, material, machinery or goods in their garage which prevents the Owner from parking a passenger vehicle in the garage. For Owners with two-car garages, the two-car garages must have sufficient space to allow two vehicles to be parked in the garage at the same time.
- H. Owner Responsibilities. All Owners must ensure that their family members, tenants, visitors, and/or contractors comply with these rules and regulations. If you are a landlord and your tenant is towed because you did not provide parking permits or make them properly aware of the parking policy and necessary permits, the Association shall not be responsible for any damages, injuries and causes of action arising out of the towing of such tenant's vehicle.

IV. VEHICLE REGISTRATION AND PARKING PASSES

- A. All Owners must register their vehicles with management within seven (7) days of acquiring title to their lot and present their vehicle's registration card to the management office. Owners are responsible for ensuring that their tenants register their vehicles with management within seven (7) days of the beginning of their lease. Each Owner must be current in the payment of Association assessments, including special assessments, charges, and legal fees charged to their account before management will issue any parking passes for their Lot. All Residents or other occupants of a lot or other dwelling unit must register their vehicle with management if they reside or intend to reside at a lot or dwelling unit for at least thirty days. Failure to register a vehicle subjects an Owner to the enforcement procedures set forth in Paragraph VI (A)(2) and a non-Owner Resident to the enforcement procedures set forth in Paragraph VI (A)(1).
- B. Upon registration of all vehicles of Owners or tenants occupying a Lot, Management will provide one resident registration decal for each registered vehicle, along with one visitor parking pass for each Lot. Visitor passes shall be valid for one calendar year, after which they shall be renewed by management.
- C. Residents requiring more than one visitor pass may apply to management for one additional, non-renewable temporary visitor pass, which shall be valid for thirty days from the date of issuance.

- D. Resident registration decals must be displayed in the lower left portion of the rear windshield or driver's side rear window.

V. VISITOR PARKING

- A. Only Visitors are permitted to park a vehicle in a parking space designated for visitor parking only.
- B. Visitors may park their vehicles in a parking space designated for visitor parking only for up to 24 hours without displaying a Visitor Parking Pass.
- C. Visitors must display their Visitor Parking Pass on the front dashboard.
- D. Any Resident Vehicle parked in a visitor parking space for more than 24 hours that does not display a valid Visitor Parking Pass and is not registered with the Association as a vehicle owned by a Resident will receive a written citation. If the vehicle is not moved within 24 hours after the citation is issued, the vehicle will be towed, provided the vehicle is observed by a representative of the Association, or management receives a complaint from a Resident or Non-Resident Owner. Notwithstanding the foregoing, no Resident Vehicle shall be parked in a visitor parking space in the same phase that the lot to which such Resident Vehicle is registered is located.
- E. Any Vehicle parked in a visitor parking space that is registered with the Association by a Resident will receive a written citation. If the vehicle is not moved within 24 hours after the citation is issued, the owner of the vehicle will be subject to the enforcement procedures set forth in Paragraph VI(A)(2) below, except for residents visiting another resident in a different phase of the community.
- F. Any repeated violation occurring after the first violation notice subjects the vehicle to the immediate enforcement procedures stated above without any additional written notification.

VI. ENFORCEMENT

A. In General

- 1. Violations Subject to Immediate Towing. 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) extending beyond the parking lines, (d) parked perpendicular to the marked parking space or on a grassy area, (e) impeding access to sidewalk ramps or mailboxes, (f) constituting a safety hazard, (i) that is not registered with the Association and has parked in an unreserved visitor parking space without a valid parking pass

for at least 24 hours after a citation has been issued to the vehicle, (j) any vehicle previously towed for a similar infraction of this policy, or (k) whose security system has been triggered and allowed to continue unattended for more than fifteen (15) minutes, or otherwise in violation of this Policy, shall be subject to immediate removal without notification to the owner of the vehicle.

2. Any violation of the provisions of this policy relating to the parking of commercial vehicles, vehicles within garages, failure to register a vehicle with the Association, parking of vehicles that extends onto a sidewalk from a driveway pad, any vehicle that has been registered with the Association by a resident and is parked in Visitor Parking space in violation of this policy, storing a portable crate or other container in a visitor parking space, or the parking of commercial or recreational vehicles in the community will result in a warning citation being issued. Upon any repeat violation of a similar infraction, the Owner will be provided with a notice of violation, which will result in the initiation of an enforcement action in accordance with the Association's Enforcement and Due Process Procedures. Upon any finding of a violation, the ARC may impose monetary charges of \$50.00 for any single violation, and \$10.00 a day for a maximum of ninety days (or such longer time as may be permitted by statute). Any monetary charges so imposed shall become an assessment against such Owner's lot.
 3. The Association reserves the right to exercise all other powers and remedies provided by the Association's governing documents or the laws of Virginia and City of Alexandria.
- B. Nothing contained herein shall preclude the Board of Directors from seeking injunctive relief or any other remedy available to it in a court of equity.
- C. Owner's Responsibilities. If the Association must enforce this resolution through any form of legal action, the offending Owner shall be responsible for all expenses and/or attorneys' fees incurred by the Association in enforcing the provisions of this Resolution.
- D. Liability. The Association assumes no responsibility for the provision of any security service to protect vehicles parked in the parking areas, and it disclaims responsibility for any damage to any vehicle parked or operated on Association Property. All Owners and Residents agree to indemnify and hold harmless the Association and its directors, officers, committee members, and agents against any claims arising out of the towing of a vehicle.

VII. MISCELLANEOUS

This policy replaces and supersedes all previous Parking Policies.

AMENDED AND ADOPTED by the Board of Directors this 19th day of 2007.

CAMERON STATION COMMUNITY
ASSOCIATION, INC.

Micki Aronson, President

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of the CAMERON STATION COMMUNITY ASSOCIATION on this 19th day of January 2007.

Jan Beasley, Managing Agent

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held on Tuesday, December 19, 2006.

Motion by: Max Weintraub

Seconded by: Jim Nissley

	VOTE: YES	NO	ABSTAIN	ABSENT
Micki Aronson	X			
John Sullivan	X			
Jim Nissley	X			
Max Weintraub	X			
Brad Holsclaw	X			
Michael Kuhl	X			
Sarah Townes		X		

ATTEST:

Jim Nissley-Secretary on 12/19/06

Resolution effective: March 1, 2007

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