

CARISBROOKE HOMEOWNERS ASSOCIATION
POLICY RESOLUTION NUMBER 2007-01
Vehicle Parking Policy

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Carisbrooke Homeowners Association (the "Declaration"), the Articles of Incorporation of Carisbrooke Homeowners Association (the "Articles of Incorporation") and the Bylaws of Carisbrooke Homeowners Association (the "Bylaws"), together known as the Governing Documents, provide that the Lots are subject to the Governing Documents and the Rules and Regulations of Carisbrooke Homeowners Association (the "Association"); and

WHEREAS, Article III, Section 3.8.1(a) of the By-Laws states, that the Board of Directors (the "Board") shall have the power to adopt and publish rules and regulations governing the use of the Common Area and facilities, which includes the Commons, and

WHEREAS, Article III, Section 3.8.1(c) of the By-Laws empowers the Board to exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, the Declaration (collectively known as the "Governing Documents") or applicable law and may delegate any such powers to a Managing Agent unless expressly reserved to the Board, and

WHEREAS Section 5.1.2(g) authorizes the Board to assign parking spaces in the Commons, and

WHEREAS Carisbrooke Section One, comprising 21700 through 21863 Kings Crossing Terrace, contains a mix of Townhouse Lots, with and without garages, and

WHEREAS unreserved and partially reserved parking have proved unworkable and subject to abuse,

NOW, THEREFORE, BE IT RESOLVED THAT the following policies are hereby adopted by the Board:

I. DEFINITIONS

- A. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Association.
- B. Tenant is defined as an occupant who is leasing from an Owner of record and whose lease is on file with the Association.
- C. Guest is defined as a visitor/nonresident.
- D. Management is defined as the current management company of Carisbrooke Homeowners Association, or any of its agents.

E. Association is defined as the Carisbrooke Homeowners Association or any of its agents.

II. RESERVED PARKING

1. Reserved parking applies to Townhouse Lots in Section One only, otherwise known as 21700 through 21863 Kings Crossing Terrace. Reserved parking does not apply to the Townhouse Lots in Section Two or in the single family homes or "Detached Lots" in Sections Three or Four.
2. Each non-garage Townhouse Lot Owner in Section One will be assigned two (2) parking spaces in the Commons and each garage Townhouse Lot in Section One will be assigned one (1) parking space in the Commons.
3. Each non-garage Townhouse Lot Owner in Section One will be assigned two (2) numbered permits corresponding to its assigned spaces and each garage Townhouse Lot Owner in Section One will be assigned one (1) numbered permit corresponding to its assigned space.
4. Assignment of parking in the Commons shall not be construed as transfer of parking spaces to homeowners.
5. Parking permits remain the property of the Association and shall be surrendered to Management when the property is sold.
6. It shall be the Owner's responsibility to initiate towing of an unauthorized vehicle parked in a reserved space. Vehicles may be towed at the initiative of the owner to whom a space is assigned, provided they present the towing company with the letter they receive from the Association identifying their assigned space, their numbered permit, and their driver's license or other picture ID with their Association address noted thereon. The Association and Management will not be responsible for enforcing reserved parking assignments. Towing and storage charges are the responsibility of the vehicle owner. By initiating towing the owner acknowledges that he or she may be required to bear witness in the event of legal proceedings.
7. Owners of Lots with reserved parking are responsible for instructing guests to park in un-reserved parking spaces or their own reserved space.

III. GENERAL PARKING REGULATIONS

1. General parking regulations apply to all Owners, Tenants, and Guests parking on residential streets owned by and located within the Association.
2. Un-reserved parking spaces will be utilized on a first-come, first-served basis. Parking will be permitted in marked spaces only. Overflow parking is available at the clubhouse.
3. Cars parked in non-reserved spaces shall not be parked in these spaces longer than

48 hours.

4. All vehicles operated on the Common Area must be operated by a person holding a valid driver's license or permit.
5. Parking is not permitted in fire lanes or next to mail boxes.
6. Unlicensed vehicles, including but not limited to, motorized bicycles, mini-bikes, go-karts, etc. shall not be operated on or parked on any Common Area of the Association.
7. Vehicles parked on Association property must display current Virginia license plates, county stickers, and inspection stickers. All owners and tenants have thirty (30) days from the effective date of this parking policy to comply. Violation of this rule shall result in the posting of a notice on the vehicle directing the removal of the vehicle or the correction of the violation within two (2) days. All actions shall be coordinated with the Loudoun County Sheriff Department in accordance with the applicable requirements of the Code of Virginia as amended. Special applications shall be issued for military and company vehicles.
8. All vehicles parked on Common Areas must be maintained in an acceptable state of repair to meet the following conditions:
 - a. Powered vehicles must be maintained in an operating condition.
 - b. Tires supporting vehicles on Common Areas must be inflated at all times to within 10 PSI of the manufacturer's recommended pressure so that vehicles can be moved in the event of an emergency.
9. Minor repairs begun on vehicles by an Owner or their assigned agent while on any Common Area must be completed within 48 hours from the starting date of the repair. Major repairs (including, but not limited to, engine, transmission, rear end overhaul) are prohibited on Common Areas. No vehicle may be left unattended on jacks, ramps, or any other devices at any time.
10. All motor vehicles shall not exceed the speed limit of nine (9) miles per hour while operating in Common Areas.
11. All licensed motor vehicles (including motorcycles) shall be parked in paved parking lot areas; parking is permitted only in areas where access to Common Areas would not be impeded. Parking along curved curbs or at intersections is strictly prohibited.
12. Operation of any motorized vehicle in the Common Area shall be restricted to the paved roadways only.
13. Owners of vehicles will be held liable for any and all costs of the repair of the Common Areas to an acceptable state of condition arising out of damages sustained to the Common Areas as a result of negligence, repair operation of the vehicle, or storage of any combustible, dangerous, or otherwise hazardous material on Common Areas regardless of the type of container.

14. 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 as a result of repair, maintenance, or carelessness is not permitted on Common Areas.
15. The dumping of motor oil, antifreeze, and other petroleum products into the storm sewers is prohibited.
16. Operation of any motor vehicle in violation of Titles 46.2 or 18.2 of the 1950 Code of Virginia, as amended, is prohibited. Consent is hereby given by the Board of Directors to all appropriate law enforcement officer(s) who are hereby empowered to enforce all motor vehicle laws in the street and Common Areas of Association.
17. No house trailer, trailer, tractor trailer, or other truck (other than a non-commercial van or "pick-up" truck with current and valid license plates affixed thereto), boat, boat trailer, camper, recreational bus or any similar item, or automobile (unless current and valid license plates are affixed thereto), shall be temporarily or permanently parked or stored in the open of any Lot or on any street or parking area within, or other portion of, the Commons. A vehicle left in excess of 48 hours is considered storage.
18. Any oversize vehicle is prohibited from parking within the Community of Carisbrooke. Oversize vehicles are defined as follows:
 - A. Any pickup or van exceeding three-quarters of a ton.
 - B. Moving vans, step vans, tractor-trailers, wreckers, hearses, busses, travel trailers, house trailers, utility trailers, or any other oversize recreational vehicle, commercial trucks, and commercial vans.
 - C. Commercial vehicles, defined as any "for hire" vehicle or vehicle that has commercial signs, lettering, advertising and/or commercial equipment visible from or on the exterior. Commercial equipment includes, without limitation, exterior racks (except luggage, ski, bicycle, or boat roof racks), pipes, and ladders; interior equipment such as supplies, propane, pesticides, fuel tanks, cabling, unsecured tools or supplies indicative of commercial use or inconsistent with the Association's aesthetic appearance, except for brief deliveries of passengers or merchandise, or while performing work or services for an Owner or Tenant or for the Association.
 - D. On a case by case basis, vehicles of the types mentioned in Subsection C, above, may be deemed exempt from these parking restrictions according to individual application to the members of the Board.
28. 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. Vehicles must be parked within the spaces provided and in such a manner as not to obstruct or reduce other parking spaces or impede access.
29. The unnecessary sounding of vehicle horns, playing radios, CDs, or tape players

at excessive volume, or other excessively loud sound producing devices emanating from any vehicles within the Association is prohibited.

30. The screeching of tires and the “revving” of vehicle engines is prohibited.

IV. ENFORCEMENT OF GENERAL PARKING REGULATIONS

1. Only a member of Management, the Board of Directors, or any Board-designated person may authorize towing of any vehicle in violation of the General Parking Regulations in Section III of this Resolution.
2. Any Owner or Tenant whose vehicle is not in compliance with Section III General Parking Regulations shall be notified by the Association or Management of the violation by the posting of a notice on the vehicle. If the vehicle is not brought into compliance within 48 hours, subject to the exceptions for immediate removal set forth below in Subsection 3, it will be subject to removal by towing at the vehicle owner’s expense. A record of such action shall be entered in the Association’s record.
3. Any vehicle shall be subject to immediate removal without notification by a licensed towing company contracted by a Board Member or Management when parked in any of the following manners:
 - A. Parked in such a manner as to obstruct ingress or egress into or out of another parking space.
 - B. Parked in a designated handicapped space without authorization.
 - C. Parked in a posted or designated fire lane or within 15 feet of a fire hydrant.
 - D. Occupying more than one (1) parking space.
 - E. Parking perpendicular to a marked parking space or on a grassy area or sidewalk.
 - F. Impeding access to sidewalk ramps or mailboxes.
 - G. Or in any other way constituting a safety hazard.
4. Additional Remedies – 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 the County of Loudoun including, but not limited to, the imposition of monetary charges or filing of a civil action for damages or injunctive relief.

V. LIABILITY

1. The Association assumes no responsibility for any damage to or theft from any vehicle parked, operated on, or towed from Association property. All costs of towing and impoundment shall be the sole responsibility of the vehicle’s owner or operator.
2. The owner of a vehicle in violation of this Resolution shall be held liable for any expenses incurred by the Association as a result of any damage done to the Common Area by the use, repair, or maintenance of their vehicle; as a result of

negligence on the part of the owner, operator, their family, tenants, guests, or agents; or any damage to the Common Area or any vehicles resulting from the towing of the offending vehicle.

This Resolution is effective November 1, 2007

The Board directs that this Resolution shall be reasonably published or distributed to the Owners of the Association.

Adopted at a meeting of the Board of Directors on October 18, 2007.

Jim J. McComas
President

October 18, 2007
Date

Attested By:

MLL
Secretary

OCTOBER 18, 2007
Date