

Summitt Chase Cluster Association Parking Rules and Regulations

(Supersedes all other parking rules and regulations issued prior to July, 10, 2014)

WHEREAS, Article VII of the Amended and Restated Bylaws of the Summitt Chase Cluster Association (“Bylaws”) provides that the Board of Directors shall have the power to establish reasonable rules of use, including parking rules, governing Cluster Common Area; and

WHEREAS, the recorded instruments and applicable statutes governing the use and operation of the Association obligate each member of the Association to comply with the rules and regulations established by the Board; and,

WHEREAS, the Board of Directors has determined that it is in the best interests of the Association and the Members to establish rules and regulations relating to parking on Cluster Common Area.

NOW, THEREFORE, BE IT RESOLVED THAT the following rules and regulations related to the parking of Vehicles is adopted:

I. Definition of Terms:

For the purpose of this Resolution, the terms used herein shall be defined as follows:

A. Vehicle Definitions

1. Commercial Vehicle

- a) Any vehicle deemed commercial by the Fairfax County Ordinance Chapter 112 of the Fairfax County Code which defines commercial vehicles as any type of vehicle:
 - (1) with a rated carrying capacity of 1,500 pounds (3/4 ton) or more;
 - (2) regardless of capacity, which displays advertising lettered thereon either permanently or magnetically attached;
 - (3) which is licensed as a “for hire” vehicle.
- b) any vehicle that has visible commercial equipment attached to the exterior of the vehicle (i.e. ladders, pipes, commercial roof racks, tool boxes, compressors, padlock doors, fuel tanks or pumps, generators, welding equipment, etc.)
- c) tools or construction supplies stored above the level of the bed
- d) any private or public school or church buses or limousines
- e) any box or panel truck

2. Recreational Vehicle

- a) any boat, jet ski, or other water vehicle;
- b) any trailer or fifth-wheel trailer;
- c) any mobile home, motor home or self-contained camper;
- d) any pop-up camp/tent trailer or other similar recreation-oriented, portable, or transportable facility or conveyance;
- e) dune buggies;
- f) any vehicle which would not normally be used for daily transportation or which is not licensed for use on the Virginia highways.

3. Oversized Vehicles

- a) Any vehicle which, because of its irregular height, length, shape or width will not fit within the confines of a single parking space.
- b) Meets any of the following specifications:
 - (1) greater than ten (10) feet in length from axle to axle
 - (2) greater than eighteen (18) feet in length from bumper to bumper
 - (3) greater than eight (8) feet in width
 - (4) greater than 10,000 pounds in gross weight
 - (5) has three or more axles
 - (6) has dual rear tires

4. Improperly Licensed Vehicles

- a) Any vehicle with an expired (by more than 30 days) or invalid:
 - (1) state license plate
 - (2) county or city decal required by the place the vehicle is registered
 - (3) state inspection sticker

5. Inoperative Vehicle

- a) any vehicle that does not run or cannot be driven
- b) any vehicle which is partially or totally disassembled as a result of the removal of tires, wheels, engine or other essential part.

6. Other Equipment and Machinery

- a) Any agricultural, industrial, construction or similar machinery or equipment

B. Parking Area and Street Definitions

1. Reserved Parking Spaces

- a) Paved and painted parking spaces that are reserved for the exclusive use of a specific unit. These spaces are marked as reserved with a space number. The mapping of reserve space number to unit address can be found in attachment A. Reserved parking spaces are assigned by the

Board of Directors.

2. Open Parking Spaces

- a) Paved and painted parking spaces that are not reserved for a specific unit.

3. Private Roads

- a) Autumn Ridge Circle including the traffic circle and all roadways west of the traffic circle is owned and maintained by the Summitt Chase Cluster Association. All state and county laws are enforced by the Fairfax County Police and by the Fire Marshall on this private road. Community rules are enforced by the Summitt Chase Cluster Association.

4. Public Roads

- a) Paved roads owned and managed by Virginia Department of Transportation (VDOT). All state and county laws are enforced by the Fairfax County Police and Fire Marshall on these public roads. Autumn Ridge Circle between Lake Newport Road and the traffic circle is a public road.

C. Other Definitions

1. Common Property

- a) All real property which is owned by the Summitt Chase Cluster Association

2. Fire Lanes

- a) All areas designated as fire lanes by the Fairfax County Fire Marshal, marked with signs and/or yellow striping

3. Owner

- a) The record holder of the title to any Lot in Summitt Chase Cluster, whether one or more persons

4. Resident
 - a) Anyone who resides in Summitt Chase Cluster, whether owner, renter, etc., of the residence.
5. Good Standing
 - a) The status of any Summitt Chase Cluster owner or resident who is not in violation of the Reston Association Deed of Dedication, Summitt Chase Deeds of Dedication, By-Laws, or Rules and Regulations of the Association
 - b) Any owner that is not delinquent over 60 days for any assessments, fees, fines, or judgments owed to the Association

II. Rules and Regulations

A. General Parking Rules

1. Parking on Summitt Chase Association private roads are only for use of Summitt Chase owners, residents, guests, and contractors.
2. Parking privileges may be suspended by the board of directors if an owner is considered not in good standing or the owner, resident, or guest violates a rule duly established by the Board. Before any suspension, the Board will provide a written notice to the owner including a list of violation(s), and the date, time, and location where the board will consider the suspension. The unit owner has the right to attend the hearing or submit a written statement and address the Board before any vote is conducted. The only time the unit owner has the right to be heard is at the hearing at the time, date, and place designated by the Board.

The length of a suspension will not extend past the time that a property owner returns to the status of good standing or up to 30 days per violation, but may be less as determined by the majority vote of the Board members at the hearing.

Upon determination that parking privileges are to be suspended the Board will send a notice of suspension to the address on file for the unit owner by certified mail.

3. All owners are responsible for notifying any resident, guest or invitee of the parking rules and restrictions in the community. Owners of units whose residents, guests or invitees violate these guidelines shall be held liable for any damages to the community caused directly or indirectly by the violation.
4. It is prohibited to park an improperly licensed or inoperable vehicle on common property.
5. No recreational vehicle, oversized vehicle, or other equipment or machinery shall be permitted to park on common property
6. Vehicles shall park only in lined parking spaces.
7. All vehicles shall be positioned as close to the center of the parking space between the painted lines as possible. In general, overlapping the painted lines which separate parking spaces or parking at an angle to the curb is prohibited.
8. Residents must have a valid operator's license in order to operate a motorized vehicle on common property.

B. Parking Permits

1. Each unit will be issued two resident permits and one guest permit provided the following criteria are met:
 - a) The unit owner must be in good standing with the Association
 - b) The unit owner of any leased or rented property must have a current copy of the lease on file with the Association
2. All vehicles parked in the parking areas must bear a parking permit issued by the Association in order to be lawfully parked within the parking areas. Failure to display a valid Summitt Chase Resident Permit or Summitt Chase visitor permit will be grounds for immediate towing. The hours of towing for failure to display a valid permit will be 11 PM – 7 AM.
3. Parking permits must be attached to the rear view mirror of the vehicle and be visible from the front of the vehicle
4. If a parking permit is lost the Association will charge a Twenty Five dollar (\$25.00) replacement fee for each permit. The old permit will become invalid

and any vehicle parking on common property with an invalid tag will be towed without notice.

5. Parking permits remain the property of Summitt Chase Cluster Association and must be returned when a property is sold or when a new lease is terminated or ended. If the parking permits are not returned at the termination of a lease those tags will be considered lost. Issuing new tags will incur the replacement fee.

C. Reserved Parking

1. Reserved parking spaces are granted to the units to insure each unit has a guaranteed parking space reasonably close to their unit. If the residents of a unit park on common property overnight (any time between 11 PM and 7 AM), the reserved parking space must be occupied by one of the vehicles from that unit.
2. It is a violation of these guidelines for any person to make use of a reserved parking space without the consent of the owner/resident of the unit to which the parking space is assigned.
3. No Reserved parking space may be sold or offered in exchange for anything of value. Upon the legal conveyance of the subject lot from one owner to another, the parking space assigned to the subject lot by the Board of Directors shall remain of force and effect.

D. Open Parking Spaces

1. Spaces that are not reserved are Open parking spaces. Open parking spaces are not marked with a reserved marker. These Open parking spaces are available to any Summitt Chase owner, resident, tenant, guest or invitee.
2. No person shall, through custom or alleged past practice, establish a right to an Open parking space.
3. Open parking spaces shall be utilized on a first-come, first-serve-basis.
4. Commuter vehicles belonging to individuals carpooling with a Summitt Chase resident may not park in an Open parking space. These commuter vehicles should be parked on a public road or in the reserved parking space of the

Summitt Chase resident in the carpool.

E. Guest Parking

1. A vehicle displaying a valid guest permit may park in any open parking space or a reserved space with the permission of the unit owner.
2. A vehicle with a guest permit may not park on the property for more than seven (7) consecutive days.

F. Other

1. Moving vans may not be parked on common property overnight
2. It is prohibited to park any motor vehicle on a sidewalk or on any non-paved common area or on any non-paved private property.
3. Any vehicle parked in a fire lane is subject to ticketing/towing by Fairfax County officials and/or by the Association.
4. It is a fire lane violation to have any portion of a parked vehicle extended onto a private road.
5. Residents may not park any vehicle perpendicular to the marked parking spaces or behind other parked vehicles, excepting that vehicles such as school buses, moving vans or delivery trucks may use these areas briefly if essential to the performance of a service, and that an attendant is available to move the vehicle if necessary to allow ingress or egress of other vehicles.
6. One motorcycle or moped may be parked in a unit's reserved parking space in front of another vehicle provided that both the vehicle and the motorcycle fit within the confines of the parking space and do not violate vehicular length and width provisions.
7. No motorized vehicles shall be driven on non-paved common area, except such vehicles as are authorized by the Association, County, or State as needed to maintain, repair or improve the common area.
8. During normal daytime business hours, a commercial vehicle which has been contracted to provide a service within the community may park in any Open

parking space or the reserved parking space of the Unit contracting the service.

9. No commercial vehicle shall remain parked within the bounds of the community between the hours of 7 PM and 7 AM.
10. If a vehicle's security system interferes with the right of quiet enjoyment of the community for more than fifteen (15) minutes, the vehicle is in violation of the Association's regulations and subject to immediate removal by towing.
11. The dumping, disposal or leakage of oil, grease, or any other chemical residual substance is not permitted on the Property. Any such dumping will result in the suspension of parking privileges subject to the provisions of Section II A 2, and the unit owner will be assessed for all clean-up costs, as well as any applicable local, state or federal penalties or fines.
12. Repairs or maintenance to vehicles, painting of vehicles, or the drainage of automobile fluids is not permitted anywhere on the Property, except that emergency repairs of a minor nature that can be completed in twelve (12) hours are permitted. Vehicles may not be left on blocks unattended at any time.
13. One portable storage container may be stored in the unit's assigned space for no more than seven (7) days without prior written approval of the board of directors.
14. Construction materials may be stored in the unit's assigned space for no more than two (2) days without prior written approval of the board of directors.

III. Enforcement

A. Removal of Vehicles

1. The Board of Directors or the Managing Agent shall have the authority to have any Vehicle not in compliance with Section III B, "Violations Subject to Immediate Towing without Notification" removed from the property. All costs and risks of towing and/or impoundment shall be the sole responsibility of the vehicle's owner.
2. The Board of Directors or the Managing Agent shall have the authority to have any Vehicle not in compliance with Section II, which is not covered under Section III B, ticketed. If the vehicle is not brought into compliance within forty

eight (48) hours the vehicle will be removed from the property without further notice. All costs and risks of towing and/or impoundment shall be the sole responsibility of the vehicle's owner.

3. The Board of Directors or any resident shall have the authority to have a vehicle parked in that resident's reserved space removed from the property if done in accordance with Section III D "Resident Engagement of Tow Services".
4. Owners or residents may report violations of this policy to the Managing Agent TWC at (703) 437-5800. The caller should provide the following information:
 - a) vehicle's make
 - b) vehicle's model
 - c) vehicle's color
 - d) vehicle's license plate number
 - e) vehicle's location
 - f) nature of violation
 - g) date and time of violation
 - h) any other related information
 - i) caller's name, address, and phone number(NOTE: The caller information is required if the HOA office needs to contact the caller for any follow-up information. This information is not passed on to the owner of the vehicle.)
5. Invalidation of any of these paragraphs or sections by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

B. Violations Subject to Immediate Towing without Notification

1. Any vehicle which is parked in a designated fire lane, or any area marked as a no parking area identified by yellow curbs and/or signs,
2. occupying more than one (1) parking space, double parked, or blocking any other vehicle,
3. parked perpendicular to a parking space (except as noted in Section II F 5 and 6) or on a grassy area or sidewalk,
4. impeding the flow of traffic or blocking access to other parking areas, sidewalks, ramps, or mailboxes,

5. constituting a safety hazard, or
6. whose security system has been triggered and allowed to continue unattended for more than fifteen (15) minutes,
7. parked in another unit's reserved space without permission of the units owner or resident,
8. parked on the common property between 11 PM and 7 AM without a valid Summitt Chase parking permit or guest permit, or
9. parked on the common property with an invalid parking permit

C. Violations Subject to Towing After Notification

1. The Board of Directors or the Managing Agent shall post a violation notice on any vehicle not in compliance with the rules and regulations of the Association. No other form of notice is required. If the owner of the vehicle does not bring the vehicle into compliance within forty eight hours of the date and time of the notice, the vehicle will be subject to removal by towing. The Managing Agent will record the date and time of all violations and towing's.
2. Subsequent violations committed within any consecutive three-month period shall subject the violating vehicle to immediate towing without notification and may result in the suspension of parking privileges subject to Section II A 2.
3. The Association reserves the right to exercise all other powers and remedies provided by the Association's governing documents or the laws of the Commonwealth of Virginia.
4. The Association may revoke a unit owner's parking privileges for fraudulent use or misuse of a permanent parking tag or visitor parking permit subject to Section II A 2. In such case where two or more unit owners are involved in a fraudulent use or misuse, the Association may revoke the parking privileges of all the unit owners involved with the fraudulent use or misuse.

D. Resident Engagement of Tow Services

1. Any owner or resident who directly engages a tow company to enforce any provision of these guidelines shall bear full and complete responsibility for said action and shall agree to hold Summitt Chase Cluster Association, its Officers,

members of its Board of Directors, and its Managing Agent harmless from any and all liability, costs, or fees they may incur in defending themselves for any enforcement actions undertaken which were not directly authorized by the Association. Nothing contained herein shall constitute the creation of an agency relationship between any owner and the Association, and the Association expressly disclaims any such agency relationship.

2. The ONLY circumstance warranting a resident the right to have a vehicle towed is when the subject vehicle is parked in that resident's reserved parking space without permission. Residents must have a copy of the reserved parking space assignments as verification of their authority to tow from that reserved parking space. Residents are hereby advised that they solely assume all responsibility and liability associated with towing the vehicle.
3. Residents opting to have a vehicle towed from their reserved parking space are responsible for making all arrangements directly with the towing company. This includes: 1) making the initial call to the towing company, 2) providing a copy of the reserved parking space assignments as verification of their authority to have the vehicle towed, and 3) signing the impound form. A resident may contact the towing company of his or her choice. The contractor currently retained by Summitt Chase Cluster Association, is Henry's Wrecker Service, 44827 Old Ox Road, Suite D, Sterling, VA 20166 at (703) 698-8900. All towing will be at the expense of the vehicle owner.

E. Revocation or Suspension of Vehicle Parking Permits

6. A resident shall have three (3) days from issuance of notice of suspension to return all of the units parking permits to the management agent and remove their vehicle(s) from common property. Failure to do so will result in the immediate towing of the cited vehicle and all vehicles parked in the reserved space of the delinquent owner. Towing of the said vehicles will continue until the owners of the unit are returned to the status of good standing or the term of suspension approved by the board of directors has expired. Failure to return parking permits within three (3) days will immediately invalidate the parking permits. Issuing new tags will incur the replacement fee.

F. Owner's Responsibilities

1. Unit Owners and Residents shall be responsible for all expenses, including but not limited to towing charges, and/or attorney's fees incurred by the Association in enforcing the provisions of this Resolution.

G. Liability

1. The Association assumes no responsibility for the security of any vehicle parked in the parking areas, and it disclaims responsibility for any damage to any vehicle parked or operated on common property, including, without limitation, damages resulting from towing. The Association reserves the power to hold any Unit Owner and Resident legally responsible for any damage caused to the Common Property by the use, repair or maintenance of his/her vehicle, or as a result of negligence or violation of these rules and regulations, whether on the part of the owner, tenant, and his/her family, tenants, invitees, guests and/or agents.

This Resolution was duly adopted at a meeting of the Board of Directors on the ____ day of _____, 2014. The effective date shall be sixty (60) days from the date of adoption and shall supersede and replace the existing rules and regulations governing the parking of vehicles on the property.

SUMMITT CHASE

CLUSTER ASSOCIATION

XXX XXXX, President

Appendix A

Reserved Parking Space Assignments

Space Number	Address
1	1481
2	1483
3	1485
4	1487
5	1489
6	1491
7	1493
8	1495
9	1497
10	1499
11	1501
12	1503
13	1505
14	1507
15	1509
16	1511
17	1513
18	1515
19	1517
20	1519
21	1521
22	1523
23	1525

Space Number	Address
24	1527
25	1529
26	1531
27	1533
28	1535
29	1537
30	1539
31	1541
32	1543
33	1545
34	1547
35	1549
36	1551
37	1553
38	1555
39	1557
40	1520
41	1522
42	1524
43	1526
44	1559
45	1561
46	1563

Space Number	Address
47	1565
48	1567
49	1569
50	1571
51	1573
52	1575
53	1577
54	1579
55	1581
56	1583
57	1585
58	1587
59	1589
60	1591
61	1593
62	1595
63	1597
64	1599
65	1601
66	1603
67	1605
68	1476
69	1478

Space Number	Address
70	1480
71	1482
72	1484
73	1486
74	1488
75	1490
76	1492
77	1502
78	1504
79	1506
80	1508
81	1510
82	1494
83	1496
84	1498
85	1500
86	1552
87	1554
88	1556
89	1558
90	1560