

**BOARD OF DIRECTORS OF
THE DALE CITY T-7B-1 HOMEOWNERS ASSOCIATION
REGULATIONS FOR
VEHICLE PARKING AND TOWING
POLICY RESOLUTION # 2016-002**

WHEREAS, Section 55-515 of the Virginia Property Owners' Association Act ("**Act**") charges all lot owners and their tenants, guests and invitees with compliance with the Declaration of Covenants, Conditions and Restrictions of The Dale City T-7B-1 Homeowners Association, Inc. recorded in Deed Book 1167 at page 1850, and the Declaration of Covenants, Conditions and Restrictions of The Dale City T-7B-2 Homeowners Association, Inc., recorded in Deed Book 1264 at page 1629, all among the land records of Prince William County, Virginia (collectively, the "**Declaration**"); and

WHEREAS, the Declaration establishes The Dale City T-7B-1 Homeowners Association, Inc., successor by merger to the Dale City T-7B-2 Homeowners Association, Inc. (the "**Association**") for the purposes of administering the property submitted to the Declaration (the "**Property**"); and

WHEREAS, Article V, Section 1 of the Association's Bylaws ("**Bylaws**") states that the affairs of the Association shall be managed by the Board of Directors ("**Board**"); and

WHEREAS, Section 55-513 of the Act and Article VIII of the Association's Bylaws provides that the Board shall have the power to adopt and publish rules and regulations, to enforce such rules governing the use of the Property, to establish penalties for the infraction thereof, and to employ a manager or independent contractor as it deems necessary; and

WHEREAS, Article VI, Section 1(c) of the Declaration gives the Association the right as further set forth in Article III, Section 2 of the Bylaws, to assess charges against any member for any violation of the Declaration or rules and regulations for which the member or his family members, tenants, guests or other invitees are responsible and to suspend the enjoyment rights in the Common Areas (as such term is defined in the Declaration) of any member for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, and for any period during which any member is delinquent in the payment of any annual or special assessment levied by the Association; and

WHEREAS, the Board has determined it to be in the best interest of the Association and its members to establish parking and vehicle control regulations, which designate certain rules and regulations governing parking and vehicles on the Property and establishes an enforcement procedure for violation of said rules and regulations; and

WHEREAS, The Board has determined it to be in the best interest of the Association to ensure that the Property is in conformance with the signage requirements set forth in Section 13-497 of the Prince William County, Virginia Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED THAT the Regulations for Vehicle Parking and Towing attached hereto as Addendum 1 and made part hereof are hereby adopted;

AND BE IT FURTHER RESOLVED, that any signage required for purposes of enforcing said Policies and Procedures for Vehicle Registration, Parking and Towing in accordance with the Section 13-497 of the Prince William County, Virginia Code of Ordinances shall be acquired and installed on the Property prior to the Regulations for Vehicle Parking and Towing being enforced.

This resolution shall become effective on November 1, 2016

**DALE CITY SECTION T-7B-1 HOMEOWNERS ASSOCIATION
Resolution Action Record**

Resolution No. 2016-002

Pertaining to: Adoption of the Regulations for Vehicle Parking and Towing

Duly adopted at a meeting of the Board of Directors held 4-19-16.

Motion by Marilyn Burke Seconded by: Lori Best

VOTE:

Position	Name	Signature		Vote
<u>President</u>	<u>Marilyn Burke</u>	<u>M. Burke</u>	☒ Yes ☐ No	<u>Abstain</u>
<u>V. President</u>	<u>Maria John</u>	<u>Gloria Johnson</u>	☒ Yes ☐ No	<u>Abstain</u>
<u>Secretary</u>	<u>Cassandra Hill</u>	<u>[Signature]</u>	☒ Yes ☐ No	<u>Abstain</u>
<u>Treasurer</u>	<u>Paul Barr</u>	<u>[Signature]</u>	☒ Yes ☐ No	<u>Abstain</u>
<u>Director</u>	<u>Becken Blum</u>	<u>[Signature]</u>	☐ Yes ☐ No	<u>Abstain</u>

ATTEST:

[Signature]
Secretary

4-19-16
Date

Resolution effective: November 1, 2016

DALE CITY SECTION T-7B-1 HOMEOWNERS ASSOCIATION, INC.

**REGULATIONS FOR
VEHICLE PARKING AND TOWING**

I. SCOPE

- A. These Regulations for Vehicle Parking and Towing (the “**Regulations**”) incorporate all rights, rules and restrictions related to motor vehicle ingress, egress and parking on lands submitted to the Declaration of Covenants, Conditions and Restrictions of the Dale City Section T-7B-1 Homeowners Association, Inc. and to the Declaration of Covenants, Conditions and Restrictions of the Dale City Section T-7B-2 Homeowners Association, Inc., collectively referred to herein as the “**Declaration**”. Dale City Section T7-B1 Homeowners Association Inc. is successor by merger to Dale City Section T7-B2 Homeowners Association, Inc., referred to herein as the “**Association**”. In the event these Regulations are found to be in conflict with the Declaration or Bylaws of the Association (the “**Bylaws**”), as amended, the Declaration and then the Bylaws shall take precedence.
- B. These Regulations are adopted and published by Board Resolution # 2016-002, and incorporate and supersede all prior parking and vehicle regulations. The Board reserves the right to amend all or a portion of these Regulations from time to time by Board Resolution.

II. DEFINITIONS Terms not otherwise defined herein shall have the meaning set forth in the Declaration or Bylaws, in that order.

- A. Association Documents: Shall mean collectively, the Declaration and Bylaws, as amended from time to time, and any Rules and Regulations adopted by the Association.
- B. Enforcement Agent: Shall mean any member of a state or local law enforcement agency authorized to enforce the laws of the Commonwealth of Virginia or Prince William County, or that certain security company, its employees or designated agent contracted by the Association pursuant to a security services contract approved by the Board for purposes of providing security services to the Association. An Enforcement Agent shall have the power to enforce these Regulations.

- C. Good Standing: Shall mean a Resident who i) has no Assessment over thirty (30) days due and owing to the Association and/or ii) has not received written notice of a violation of the Association Documents with an opportunity to cure, and said violation has not been cured within the timeframe set forth in said notice of violation.
- D. Lot: Shall be as defined in Article I, Section 1 (d) of the Declaration.
- E. Management Agent: Shall mean and include that certain management company, its employees or designated agents, contracted by the Association pursuant to a management contract approved by the Board for purposes of providing management services to the Association. The Management Agent, if applicable, shall be the designated the Association and shall have the power to enforce these Regulations.
- F. Member: Shall be as defined in Article I, Section 1 (f) of the Declaration.
- G. Parking Area: Shall mean any designated, striped and paved surface within the Property specifically for purposes of parking a Vehicle. The term Parking Area also includes unmarked parking along any Private Streets, unless otherwise set forth herein.
- H. Public Streets: Shall mean those certain portions of Cranmer Mews and Cherrydale Drive that previously dedicated to public use by recorded instruments.
- I. Private Streets: Shall mean those certain paved portions of the Common Area designated for street and parking purposes and known as Cowes Mews, Cowl Mews, Camus Mews, Coxcomb Mews, Constable Mews, Crag Mews, Castle Hill Drive and those portions of Cranmar Mews and Cherrydale Drive not dedicated to public use, all as more particularly described on the plat recorded among the Prince William County land records as Plat Map 49 at page 47 and Plat Map 55 at 57, all as an attachment to the Declaration.
- J. Prohibited Vehicle: Shall mean any Vehicle defined and set forth in Article V, Sections A-G, inclusive, hereof, collectively Non-Permitted Vehicle, Inoperable Vehicle, Oversized Vehicle, Hazardous Vehicle, Commercial Vehicle, Recreational Vehicle, Nuisance Vehicle, Trailer and Improperly Parked Vehicle.

- K. Regulations: Shall mean these Regulations for Vehicle Parking and Towing and all exhibits hereto adopted by Resolution of the Board, as may be amended from time to time by Resolution of the Board.
- L. Reserved Space: Shall mean that certain parking space designated by the Association for the exclusive use of the Resident of a specific Lot.
- M. Resident: Shall mean Owners, as that term is defined in Article I, Section 1 (e) of the Declaration and shall include individuals to whom the Member has delegated his rights of enjoyment of the Common Areas pursuant to Article VI, Section 2 of the Declaration and Article IV, Section 1 of the Bylaws, such as members of his family, his tenants or contract purchasers, who reside on the Property.
- N. Towing Company: Shall mean and include that certain towing company, its employees or designated agents, contracted by the Association pursuant to a towing contract approved by the Board for purposes of providing towing services to the Association.
- O. Vehicle: Shall mean any vehicle propelled by a motor for purposes of transportation that requires state registration and/or a license to operate. Vehicle shall also include other motor driven conveyances, including but not limited to, mopeds, scooters, go-carts, motorcycles, all-terrain vehicles, recreational vehicles and campers.

III. ALLOCATION OF PARKING SPACES

- A. Parking Area: All parking spaces designated by stripes or lines on the paved surface shall be designated for the exclusive use of either Residents or a Resident's visitors, guests, agents and invitees, as further set forth herein. Any area of a Public Street or Private Street not designated by stripes or lines on the paved surface may be used for parking any Vehicle, so long as such Vehicle is not deemed a Prohibited Vehicle or is otherwise in violation of these Regulations as set forth herein.
- B. Reserved Parking Spaces. Each Lot shall be assigned one Reserved Spaces within the Parking Area for exclusive use by Residents of the applicable Lot. Each Reserved Space shall be designated by the painted last two digits of the applicable house street address of the Lot on the curb the reserved parking space. The Reserved Spaces shall be assigned to

the Lots in the sole discretion of the Board. The Association makes no guarantees as to the location of said Reserved Spaces in relation to the appurtenant Lot.

- C. General Non-Reserved Parking. The Parking Area shall also include parking not designated as reserved for exclusive use of the Residents, and such portions of the Parking Area may be used for parking of non-Resident owned Vehicles used by a Resident's visitor, guest, agent or invitee, except for motorcycles, which must be parked in Reserved Parking Spaces as defined above in Article III, Section B. All such non-reserved spaces shall be available on a first-come, first-served basis and any Vehicle parked in General Non-Reserved Parking must display a parking pass provided by the Association. Any Vehicle or motorcycle parked in General Non-Reserved Parking spaces will be deemed a Prohibited Vehicle pursuant to Article V. The Association makes no guarantee as to the number or the location of such non-reserved spaces, and reserves the right to add or remove spaces from this designation in the sole discretion of the Board. Visitors and Residents may also park along the Public Streets, so long as parking is not prohibited by Prince William County law, and so long as such Vehicle is not deemed a Prohibited Vehicle or is otherwise in violation of these Regulations as set forth herein.
- D. Parking Passes. Two parking passes will be issued to each Lot of which all Members are in Good Standing. In order to obtain a new parking pass for any passes which are lost or destroyed, Members must complete the Affidavit attached hereto as Exhibit A. Such Affidavit must be signed and notarized. Each Member is solely responsible for providing such parking passes to his or her tenants and for obtaining such parking passes prior to tenants vacating the Property. The Association reserves the right to assess a Member/Resident Fifty Dollars (\$50.00) for a violation of these Regulations, or Ten Dollars (\$10.00) per day for any offense of a continuing nature, for a period not to exceed ninety (90) days or such greater amounts as may be authorized by the Virginia Property Owners Association Act for any improper use of the Affidavit to obtain more than two parking passes for any one Lot.

IV. GENERAL RULES AND REGULATIONS

- A. Authorized Areas for Driving, Parking and Storing Vehicles: Vehicles shall be operated in the Parking Area, Public Street and Private Streets and may not park or drive on any other part of the Property (i.e. individual lots, lawns, sidewalks, tot lots, common area etc.).
- B. Speed Limit. The speed limit on all Private Streets and within the Property is a maximum of 10 miles per hour, whether or not such speed limit is posted.
- C. Parking Space Identification. Reserved Spaces will be identified by the Association. No signs, initials, numbers or any other additions or alterations to the Parking Area may be painted, displayed or erected by anyone. Violators will be subject to a violation charge of \$50.00 or \$10.00 per day (up to ninety (90) days) for a continuing violation of this provision.
- D. Automotive Residues. Reserved Spaces must be kept free of excessive grease, oil, and other automotive fluids. The Association reserves the right to assess appropriate clean-up charges against Residents if the Association elects to clean a Resident's Reserved Space of unauthorized residues.
- E. Parking Area Uses: Parking Areas, Public Streets and Private Streets may not be used for any purpose other than vehicular ingress, egress and parking. Storage of equipment or other objects in the Parking Area is prohibited. Recreational uses of the Public Streets, Private Streets and Parking Areas are strictly prohibited as a life safety hazard.
- F. Notice: Owners are responsible for informing their tenants, guests, visitors, invitees and agents with all aspects of these Regulations. Residents and visitors are both responsible for ensuring that their Vehicles are in compliance with these Regulations. Residents are also responsible for conveying to the Board, either directly or through the Management Agent, their complaints regarding any violations of these Regulations, with the exception of enforcement of a Resident's Reserved Spaces, as further set forth in Article VI, Section F below.
- G. Vehicle Repairs and Maintenance. Repairs and maintenance of Vehicles are not permitted. The changing, dumping or draining of any type of Vehicle fluid, including but not limited to, oil, anti-freeze, transmission, wiper or any other automotive fluid, is prohibited within the Property. Residents may replace/repair tires, batteries or wipers only. Under no

circumstances may Vehicles be left unattended while placed on jacks for tire changing purposes only. All other uses of jacks, jack stands, ramps, or other similar means of elevation are strictly prohibited. Any Vehicle found to be in violation of this Article IV, Section G shall be deemed a Hazardous Vehicle. In addition, all illegal dumping will be reported to all applicable Enforcement Agents.

- H. Hazardous Operation. Hazardous operation includes, but is not limited to, excessive speed, careless operation, reckless operation and unsafe operation. Vehicles that are operated in a hazardous manner shall be deemed Hazardous Vehicles. Resident's reporting Hazardous Vehicles to the Association must give a full description of the violating Vehicle, license plate number, and type of violation. Non-Resident owned Vehicles violating this Article IV, Section H are considered trespassing and may be prosecuted to the full extent of the law.
- I. Covered Vehicles. The use of fabric car covers to protect Vehicles parked in the Parking Area is permitted, however the Association, Management Agent, Towing Company and Enforcement Agent shall have the right to partially remove such cover to inspect a Vehicle for purposes of enforcing these Regulations.

V. PROHIBITED VEHICLES

The following Vehicle designations, as further defined in this Section V, including: Inoperable Vehicle, Oversized Vehicle, Commercial Vehicle, Hazardous Vehicle, Recreational Vehicle, Nuisance Vehicle, Trailer and Improperly Parked Vehicle shall be collectively referred to herein as "**Prohibited Vehicles**".

PROHIBITED VEHICLES ARE NOT PERMITTED TO PARK WITHIN THE PROPERTY AND ARE SUBJECT TO IMMEDIATE TOWING AT THE VEHICLE OWNER'S EXPENSE.

A. Inoperable Vehicles

- (1) All Vehicles on the Property must be in working order and operational- i.e. able to move under the power of their own engines and supported by their own properly installed wheels and inflated tires. Any Vehicle failing to meet these requirements shall

- be deemed an "Inoperable Vehicle" and is prohibited from parking on the Property.
- (2) The Association may require that the operability of any Vehicle be demonstrated by placing a written notice on the suspected Vehicle demanding proof of ability to operate within twenty-four (24) hours of said notice.
 - (3) Any Vehicles deemed Inoperable after receipt of said notice must be immediately removed from the Property or placed into compliance with these Regulations within twenty-four (24) hours of said notice. Any Inoperable Vehicle remaining on the Property thereafter is subject to immediate towing at the Vehicle owner's expense and risk.
 - (4) Expired Registration / Inspection: Any Vehicle parked on the Property that fails to display evidence of current and valid registration with its applicable state motor vehicle department or a current and valid safety inspection sticker, or fails to cure expiration of such registration or inspection within thirty (30) days of such expiration shall be deemed Inoperable and shall be subject to towing at the Vehicle owner's expense and risk.
 - (5) Any Vehicle that remains parked and unmoved from the Property in excess of fourteen (14) consecutive days shall be deemed Inoperable and shall be subject to towing at the Vehicle owner's expense and risk.

B. Oversized Vehicles.

- (1) An "Oversized Vehicle" is a Vehicle: i) exceeding seven feet (7') in height; ii) exceeding nineteen feet (19') in length measured from bumper to bumper; iii) exceeding nine feet (9') in width.
- (2) Private or public school or church buses shall also be deemed "Oversized Vehicles".
- (3) Oversized Vehicles are prohibited from parking on the Property and may be towed immediately at the Vehicle owner's expense and risk

C. Commercial Vehicles.

- 1) A "Commercial Vehicle" is defined as provided in Prince William County Code §13-327 as follows:

- (a) 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.
 - (b) Any trailer, semitrailer, or other vehicle in which food or beverages are stored or sold.
 - (c) Any vehicle licensed by the Commonwealth for use as a common or contract carrier or as a limousine.
 - (d) Any trailer or semitrailer, regardless of whether such trailer or semitrailer is attached to another vehicle.
 - (e) Any vehicle with three or more axles.
 - (f) Any vehicle that has a gross vehicle weight rating of 12,000 or more pounds.
 - (g) Any vehicle designed to transport 16 or more passengers including the driver.
 - (h) Any vehicle of any size that is being used in the transportation of hazardous materials as defined in Code of Virginia, § 46.2-341.4.
- 2) Additionally, a Commercial Vehicle shall also include any Vehicle with exposed ladders, or other commercial equipment (air compressors, tanks, lawnmowing equipment, etc.), and shall include any box trucks or other vehicles with commercial placards, lettering, advertising, or other logos.
 - 3) Commercial Vehicles are prohibited from parking on the Property and may be towed immediately at the Vehicle owner's expense and risk.
 - 4) Exceptions. The provisions of this section shall not apply to (i) any commercial vehicle when taking on or discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location or (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power. Additionally, each Lot may park one vehicle licensed as a taxicab or limousine

at the Property, provided it is not a Prohibited Vehicle for any other reasons as provided herein.

D. Hazardous Vehicles.

(1) A “Hazardous Vehicle” shall include any Vehicle i) from which any cargo, tools, equipment, or supplies are allowed to extend out of or beyond the body of such Vehicle; ii) from which Vehicle flammable fluids may be leaking; iii) any Vehicle undergoing repairs or maintenance as prohibited in Article IV, Section G above; iv) any Vehicle being operated in a hazardous manner as set forth in Article IV, Section H above; or v) any Vehicle otherwise interfering or posing a safety risk to a Resident or the Property.

(2) Hazardous Vehicles are prohibited from entering or parking on the Property and are subject to immediate towing at the Vehicle owner’s expense and risk.

E. Recreational Vehicle: Any vehicle prohibited from operating on Virginia or Prince William County streets, or a vehicle which would not normally be used for daily transportation, including, but not limited to, All Terrain Vehicles, mopeds, go-carts, scooters, dirt bikes, mobile home, motor home or self-contained camper, and dune buggies, shall be deemed a “Recreational Vehicle”. Recreational Vehicles are prohibited from entering or parking on the Property and are subject to immediate towing at the Vehicle owner’s expense and risk.

F. Nuisance Vehicles. Any Vehicle that interferes with the quality of life or rights of quiet enjoyment of the Residents shall be deemed a “Nuisance Vehicle”. For example, but without limitation, any Vehicle whose security system has been triggered and allowed to continue unabated for more than fifteen (15) minutes or any Vehicle with an inoperable muffler. Nuisance Vehicles are prohibited from entering or parking within the Property and are subject to immediate towing at the Vehicle owner’s expense and risk.

G. Trailers. Any wheeled-vehicle designed to be pulled by a Vehicle shall be deemed a “Trailer”. Trailers are prohibited from parking on the Property and said Trailer may be towed immediately at the Vehicle owner’s expense and risk, with the exception of a Trailer associated with a commercial Vehicle servicing any portion of the Property for not longer than forty-eight (48) consecutive hours.

H. Improperly Parked Vehicles. Improperly Parked Vehicles are prohibited from parking on the Property and are subject to immediate towing at the Vehicle owner's expense and risk. Any Vehicle meeting any one of the following conditions shall be deemed an "Improperly Parked Vehicle".

- (1) Any Vehicle not parked perpendicular to all curbs and within all lines in the Parking Area.
- (2) Any Vehicle not parked parallel to a curb along a Public Street or Private Street not otherwise marked for parking.
- (3) Any Vehicle parked partially or fully in a Fire Lane. For purposes of these Regulations, any paved area, with the exclusion of Public Street and Private Street parking, within the Property not expressly designated for parking is considered a Fire Lane. Vehicles parked in a Fire Lane are also subject to citation by the Prince William County Police.
- (4) Any Vehicle in which all or a portion of that Vehicle occupies more than one parking space, blocks access to any parking space, either in part or in full, or otherwise inhibits or impedes the free ingress and egress of another Vehicle from the Parking Area, Public Street or Private Street.
- (5) Any Vehicle obstructing any portion of a sidewalk or not parked fully within the Parking Area.
- (6) Any motorcycle parked in a non-reserved space as defined above in Article III, Section C above.

VI. ENFORCEMENT

A. Suspension of Parking Privileges

- (1) Reserved Spaces are for use by revocable license pursuant to these Regulations for the privilege of Members/Residents in Good Standing only. Members/Residents not in Good Standing may have the use and license of their Reserved Space suspended pursuant to Section 55-513.B of the Virginia Property Owners Association Act and the Association's current Policy Resolution regarding suspension of privileges and fines pursuant to Virginia Property Owners Association Act, or as otherwise in accordance

with the Association Documents. Such suspension shall occur after notice and a hearing as provided in the Virginia Property Owners Association Act

(2) In the event of revocation of the license for use of a Reserved Space, the Reserved Space shall immediately become undesignated and open to use by any Resident or Resident's visitor, guest, agent or invitee.

(3) The Board also reserves the right in addition to revocation of the Reserved Space, to assess a Member Fifty Dollars (\$50.00) for a violation of these Regulations, or Ten Dollars (\$10.00) per day for any offense of a continuing nature, for a period not to exceed ninety (90) days or such greater amounts as may be authorized by the Virginia Property Owners Association Act and in accordance with the Association's policy resolution regarding the same now in effect .

B. The Association reserves the right to have any Prohibited Vehicle or Vehicle not in compliance with these Regulations immediately booted or removed by towing from the Property without notice at the Vehicle operator/owner's expense and risk. The Association will not reimburse any towing or impound fees assessed to the owner of the Vehicle immediately booted or removed by towing from the Property.

C. The Association reserves the right to exercise all other powers and remedies provided by the Association Documents and available through the laws of the Commonwealth of Virginia and Prince William County for the enforcement of these Regulations.

D. Hours of Enforcement. These Regulations are enforceable twenty-four (24) hours a day, seven (7) days a week.

E. Who May Enforce.

(1) For the purposes of these Regulations, the Management Agent, Enforcement Agent and Officers of the Board are empowered to serve as agents of the Association. The Association through its Board or its Officers, the Management Agent, Enforcement Agent and any Resident shall have the right to request the Towing Company to tow a Vehicle pursuant to the parking restrictions imposed by the provisions of these Regulations. Failure by the Association, the Management Agent, Enforcement Agent,

or any Resident to enforce any regulation contained herein shall in no event be deemed a waiver of the right to do so at any time.

(2) Any Resident shall have the right to request the Towing Company to tow a Vehicle out of that Resident's individual Reserved Space pursuant to the parking restrictions imposed by the provisions of these Regulations.

(2) For purposes strictly limited to enforcement of these Regulations in conformance with Prince William County, Virginia Code of Ordinances Section 13-497(e), a Resident shall be an authorized agent of the Association.

F. **Responsibilities for Towing from a Reserved Space.** The Resident shall be solely responsible for enforcing the rights of such Resident's Reserved Spaces. A Resident may request the towing of any Vehicle that is parked without authorization in a Reserved Space. The Association will not be responsible for any towing charges or damages arising from the towing of such Vehicle. Accordingly, it is the responsibility of the Resident enforcing its rights as to its Reserved Space to decide whether to have the unauthorized Vehicle towed from said Reserved Space. This means that:

(1) Residents seeking to enforce these Regulations have the right to call the Towing Company to tow any Vehicle improperly parked in a Resident's Reserved Space.

(2) Said enforcing Resident must contact the Towing Company and show proof of residence on the Lot appurtenant to the Reserved Space in order to have a Vehicle towed from the Reserved Space. The Association and/or the Management Agent will not be responsible for contacting the Towing Company.

(3) Any Resident who authorizes the towing of a Vehicle from a Resident's Reserved Space may be held responsible for improper towing or resultant damage.

(4) The Association strongly recommends that Residents make every effort to contact the unauthorized Vehicle's owner or operator before having the Vehicle towed.

G. **Notifying the Prince William County Police.** The Prince William County Police (703-792-6500) may be called to ticket and/or tow a Vehicle without warning to the Vehicle's owner if the Vehicle is an Improperly Parked Vehicle. Additionally, the Board reserves

the right to conduct random enforcement patrols and any Prohibited Vehicles or Vehicles otherwise in violation of these Regulations are subject to immediate towing at the Vehicle owner's expense and risk.

- H. Towing Company. Only the Towing Company, as defined in Section II. N. above may be used and the telephone number for the Towing Company will be posted on signs within the Property. Owners of Vehicles in violation of these Regulations assume all liability in connection with removal of their Vehicle from the Property.
- I. Procedures for Towing Prohibited Vehicles. The Board reserves the right to authorize towing by the Towing Company of Prohibited Vehicles or Vehicles otherwise in violation of these Regulations without further notice.
- I. Immobilizing Boot. Pursuant to Virginia Code Section 46.2-1231 the Association reserves the right to immobilize a Vehicle by attaching a boot or other immobilizing device and to charge a fee for its removal, not to exceed the maximum allowable charge by law. Vehicles in violation of these Regulations may be booted and/or towed at the discretion of the Association.
- J. When Reporting a Violation. When reporting any violation of these Regulations to the Association or Enforcing Agent, Residents shall provide, at a minimum, the Resident's name, address, and phone number along with the make/model, license plate number, and location of the offending Vehicle and the nature of the infraction.
- K. **IN THE EVENT A RESIDENT'S VEHICLE IS TOWED PLEASE CONTACT THE TOWING COMPANY.**

VII. LIABILITY AND INDEMNIFICATION

- A. All towing will be at the risk and expense of the Vehicle owner.
- B. Residents shall bear full and complete responsibility for the Resident requested towing enforcement and shall indemnify and hold the Association, its Officers, Board of Directors, the Management Agent, and the Enforcing Agent harmless from all liability, damages, costs or fees arising from a Resident's requested towing of a Vehicle.

- C. The Association, Board of Directors and Management Agent assume no and disclaim all responsibility for the security of Vehicles parked on the Property, and shall be held harmless for the theft of, or damage to, any Vehicle or its contents, parked or operated on the Property.
- D. In the event the Association retains, employs, or engages an attorney or other professional to enforce or defend these Regulations, the violating Vehicle owner shall be responsible for all costs associated with such enforcement or defense, including but not limited to, court costs, witness fees, and attorney fees, incurred by the Association as allowed by Virginia law and the governing documents of the Association.

VIII. ADMINISTRATION AND EXCEPTIONS

- A. Exceptions to these Regulations may be granted only upon a majority vote of the Board. It is the policy of the Board to consider granting exceptions only in cases with unusual and compelling circumstances.
- B. The Board may designate to a committee, contractor, or any individual the authority to administer or enforce these Regulations in part or in full.
- C. In the event any provision of these Regulations shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.

Exhibit A
Affidavit Regarding Lost or Destroyed Parking Pass
THE DALE CITY T-7B-1 HOMEOWNERS ASSOCIATION

The original signed and notarized Affidavit shall be returned to MJF Associates, Inc. at 10692 Crestwood Drive, Manassas, Virginia 20109 in order to obtain a new Parking Pass.

This is to certify that the applicant has lost his or her parking pass and is canceling the lost parking pass and requesting a new numbered parking pass.

Member's Name: _____

Resident's Name (if different than Member): _____

Lot Address: _____

Number on Parking Pass: _____

By signing below, I hereby certify my understanding that the Association may assess the appropriate Member Fifty Dollars (\$50.00) for a violation of these Regulations, or Ten Dollars (\$10.00) per day for any offense of a continuing nature, for a period not to exceed ninety (90) days or such greater amounts as may be authorized by the Virginia Property Owners Association Act for any improper use of the Affidavit to obtain more than two parking passes for any one Lot.

Signature: _____ Printed Name: _____

SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me this ____ day of _____, 2015, by _____.

My Commission Expires: _____.

My registration no.: _____

Notary Public