

**AMENDED AND RESTATED**

**Policy Resolutions #5 (Amended 4/3/13)**

**E. Handicapped Parking (2) was revised**

LEISURE WORLD OF VIRGINIA COMMUNITY ASSOCIATION, L.C.

**POLICY RESOLUTION NUMBER 5**

**MOTOR VEHICLE RULES AND REGULATIONS**

WHEREAS, Leisure World of Virginia Community Association, L.C. (the "Association") is charged with adopting rules and regulations not inconsistent with Association Documents (Article 5, Section 5.1(5) of Association Declaration), and

WHEREAS, the Association deems it necessary to establish rules and regulations regarding motor vehicles, and

WHEREAS, the following rules and regulations are not inconsistent with the By-Laws of individual condominium communities within Leisure World of Virginia nor with the Declaration for Leisure World of Virginia

NOW, THEREFORE BE IT RESOLVED that the following rules and regulations are adopted for the control and use of motor vehicles within the common area boundaries as defined in the Declaration for Leisure World of Virginia:

**A. BOUNDARIES**

1. Policy Resolution No. 5 is valid only for the common area parking spaces of Leisure World of Virginia. The policies set forth do not extend into the Limited Common Element garage parking of each member association.

**B. UNIT OWNERS' ENTITLEMENTS AND APPLICATION:**

1. A unit owner may apply for up to two parking decals for properly registered motor vehicles which the owner intends to park within the boundaries of Leisure World of Virginia.
2. Decals will be issued only for conventional passenger vehicles, motorcycles, vans, sport utility vehicles, or pickup trucks of three-quarter (3/4) tons or less gross capacity.

3. Application for resident decals shall be made with Management Office within each condominium community as soon as possible after settlement. Residents must provide pertinent vehicle identification data so that all registered vehicles may be properly identified. Vehicles must have current registration and license plate.
4. Upon issuance of a decal, a copy of this policy shall be furnished to the decal holder.
5. Upon issuance of a decal, the Management Office of each condominium community will furnish appropriate information regarding the registered motor vehicles to the security staff.
6. Residents must notify their Management Office of any changes pertaining to their registered motor vehicles (i.e., change of license plate number, sale of vehicle, etc.). Management will provide Security a copy of these changes.
7. Any unit owner who is delinquent in the payment of any assessments due their condominium Association or to Leisure World of Virginia for more than 60 days may have their parking and decal privileges withdrawn. Any such withdrawal of parking and decal privileges will be upon notification from management with an opportunity for hearing to the Association.

#### C. GENERAL PROVISIONS

1. Decals must be displayed on the inside front window behind the rear view mirror just below any color tinting so that security staff can see the decal as the vehicle approaches the gate. If such placement is not possible, the vehicle owner must consult with the security staff and agree upon an alternative location.
2. In the event an approved motor vehicle is sold, traded, or otherwise disposed of, the owner must remove the decal and surrender it to their Management Office. A new decal will be issued if a new approved vehicle replaces the old one.
3. All motor vehicles parked on the property must be parked wholly within parking spaces marked so as not to obstruct or reduce the adjacent spaces for other vehicles.
4. All operators of motor vehicles must operate their vehicles in a safe, lawful, and prudent manner. Drivers must adhere to traffic signs posted and/or marked on the roadways of the property. Failure to do so subjects the vehicle to being moved (towed) by security staff (for example, parking in fire lanes, exceeding time limits in loading zones, parking on grass or landscaped area, improperly parking in handicap space, blocking pedestrian walkways, parking in a manner which inhibits the free-flow of other vehicles). See Section I.4 below.

**D. DESIGNATED SPACES**

1. Excepted for load/unload and handicap spaces, no space on the property shall be reserved unless approved by the Leisure World of Virginia Association Board of Directors; all parking is on a "first-come, first-served" basis.
2. Load/Unload Spaces. Where temporary load/unload spaces have been designated, operators of motor vehicles must strictly adhere to the limits specified in order not to abuse the convenience intended for these load/unload spaces. Security staff is authorized to tow to another location on the property any vehicle exceeding these limits.

**E. HANDICAPPED PARKING**

1. Any space designated for handicapped parking is reserved for the exclusive use of handicapped persons on a first-come, first served basis. The existence of a handicapped license plate or parking permit issued by the Department of Motor Vehicles or similar agency shall be sufficient to park in a handicapped space.
2. Handicapped spaces are for the convenience of "coming and going" and shall be avoided as a long-term parking space. When handicapped residents are out of the area, they shall not utilize handicapped parking spaces which could be available for other handicapped residents. Parking of a vehicle in a single handicapped space for more than five consecutive days is prohibited. Residents shall move their vehicle to a standard parking space for long term parking. Also, other members of a family shall not abuse the privilege of a handicap space if the handicapped person is not present in the vehicle.
3. Leisure World of Virginia adheres to the Fair Housing Amendment Act of 1988. Applications for special circumstance parking may be obtained from the Leisure World of Virginia management office.

**F. GUEST PARKING**

1. Guests' vehicles will be issued a short-term parking pass and allowed through the entry gate after furnishing the security staff with the driver's name and the building and unit number of the resident host. Residents should pre-authorize visits by informing the security staff of the expected arrival of the guest. If pre-authorization has not been given, the security staff will attempt to contact the resident host to receive permission to allow access to the property. Access will be denied if authorization has not been received and the resident host cannot be contacted.
2. All visitors with parking passes will be instructed by the security staff as to the area which they should park their vehicles so as not to deprive residents of the closer-in spaces.

3. Residents may obtain extended parking passes for family members or friends who are frequent visitors to the community. These extended passes may be obtained by the resident from the Director of Security.
4. All parking passes must be displayed in a visible location on the vehicle's dashboard while parked on the property.

#### **G. COMMERCIAL VEHICLES**

1. The security staff will direct the driver of a commercial vehicle to the area in which they should park, depending upon the nature of the visitor's business. The Loading Dock/Loading Area is for loading & unloading only. NOT PARKING.

#### **H. PARKING PASS PROCEDURES**

1. Short-Term:
  - a. A short term pass is for a period not to exceed seven (7) days;
  - b. Intended for family, friends, contractors who are visiting during the period of the pass;
  - c. To obtain a pass, resident shall contact the Gatehouse, preferably by telephone or e-mail, or in-person, not more than six (6) days prior to the visit. The resident shall provide the following information to the Director of Security:
    1. Building Name
    2. Resident's Unit Number
    3. Name of Visitor
    4. Dates of Visit (again, limit seven days).
  - d. Upon receipt of this information, Security will issue a pass to the host resident or to the authorized guest within twenty-four (24) business hours (M-F)
2. Extended (Long Term) Pass:
  - a. Application for Extended Passes shall be obtained by the resident host at their respective condominium building management office, the Clubhouse Activities Office or from the Gatehouse.
  - b. The host resident will present the completed application to the Director of Security at the Gatehouse.
  - c. Upon review and verification of the application, the Director of Security will issue an Extended Pass to the host resident within twenty-four (24) business hours (M-F).
  - d. Extended passes have the following duration:

1. Frequent Visitors of Family and Friends: up to one (1) year;
2. Contractors: up to six months from the date of issue.

## **I. GENERAL PROHIBITIONS**

1. Any vehicle, the owner of which cannot be identified from Association records by the staff on duty and/or located by inquiry of unit residents, shall be deemed to be a trespassing vehicle.
2. No junk or derelict vehicles including vehicles that present a hazard or nuisance, including but not limited to operating noise or exhaust emission.
3. Vehicles on which current registration plates and current county and state inspection permits are not displayed are prohibited.
4. Except in connection with construction activities, no commercial vehicles (vehicles on which commercial lettering or equipment is visible or which are larger than normally used for non-commercial purposes) or trailers, campers, recreational vehicles, boats, or other large vehicles may be parked or used on any portion of the common area.
5. No vehicle may be parked:
  - in a fire lane
  - on grass or a landscaped area
  - in such a way as to block a pedestrian walkway
  - in such a way as to inhibit the free-flow of other vehicles
  - in an Handicapped Space without a Handicap license plate or permit
6. Only minor emergency repairs to a vehicle are permitted on the common elements.
7. Washing of vehicles is restricted to designated car wash areas.
8. Car and motorcycle covers are permitted as long as the cover is designed for the vehicle being covered. Management and Security have the authority to lift a cover to inspect for proper registration and decals and further have the authority to remove a cover which may come loose. Covers shall be used for protection purposes and not for storage purposes.

## **J. ENFORCEMENT PROCEDURES**

1. The Association authorizes management to enforce all provisions and restrictions of these rules and regulations and to accomplish such enforcement in a manner that is consistent and equitable to all residents, guests, and visitors.
2. Indemnity: If any vehicle owned or operated by a unit owner, by a member of his/her family, or by such unit owner's tenants, guests, invitees or licensees shall be parked, operated, or abandoned in such manner as to violate the condominium instruments, rules and regulations, or resolutions of the Community Association, the Association shall be held harmless by such unit owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The unit owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such parking, operation or abandonment and any consequences thereof.
3. Any motor vehicle parked in violation of these rules and regulations shall be deemed to be parked without permission of the Association and is subject to enforcement as provided in I. 4 below and in accordance with applicable state and local law, which provides for the removal by towing of any vehicle that is so parked. Any such vehicle is subject to being towed and stored off the property at the vehicle owner's expense and risk.
4. Enforcement Procedures:
  - a. Step 1. The Association authorizes the security staff to issue a written notice of violation to any vehicle parked in violation of any provisions of this resolution. A notice shall contain (i) the time and date of violation; (ii) location and nature of the violation; (iii) descriptive vehicle data; make, including year, if known; model; state license number; resident guest/visitor information; and (iv) the name of the issuing security staff member. The notice shall also contain a specific warning that the vehicle is subject to immediate removal by towing.  
  
Step 2. Upon issuing and placing the notice on the vehicle in violation, the security staff member shall make a reasonable effort to
    1. identify and locate the unit owner or operator of the vehicle by telephone or in person,
    2. notify such unit owner/operator that his/her vehicle is parked in violation, of this resolution, describe the violation, and request immediate correction, and
    3. advise him/her that, unless there is compliance, the vehicle will be towed and stored on or off the premises at the owner's/operator's expense and risk.

Such notification and request shall be made a fact of record in the "Vehicle Policy Violation" log maintained in the gatehouse. If the unit owner/operator cannot be identified and/or located for this notification, all efforts to do so shall also be made a fact of record.

Step 3. When notification has been made in accordance with Step 2 and the violation has not been corrected within the stated time frame, the vehicle shall be removed by towing (on or off of the property).

- b. The foregoing three steps are not applicable in the case of a vehicle parked so as to impede or to obstruct any entrance or exit of any building that could be used in an emergency situation, or when a vehicle is parked so as to obstruct the free movement of another vehicle that is properly parked, or when a vehicle is improperly parked in a handicap parking space, or when parked in a fire lane. In such cases, the vehicle so parked will be subject to immediate removal by towing.
- c. When a vehicle is being removed from the property by towing, the security staff shall notify the appropriate officer of Loudoun County Sheriffs Department as to the facts of the removal. The security staff member will attempt to notify the resident of the unit, if identifiable, of any removal. Such notification may include notice by first-class mail.
- d. The security staff will have information relating to towing and shall provide information to the owner as to where the removed vehicle may be retrieved along with a telephone number and directions to the towing company's impoundment area.
- e. Repeated Violations, in excess of two (2) within a 12-month period, by any resident or his/her guest/visitor, shall be reported to the Association's Board of Directors for possible disciplinary action. Action may include suspension of required notification for future violations thus allowing the security staff to have the vehicle promptly removed by towing.

DRAFT AMENDMENTS TO BOARD: DECEMBER 1, 2004

ACTION: Motion to approve with amendments made at meeting. Amendments confirmed January 5, 2005 and approved for distribution to the member communities.

DRAFT AMENDMENTS TO BOARD: MARCH 1, 2006

FINAL VERSION TO THE BOARD: APRIL 12, 2006

ADOPTED WITH AMENDMENTS BY BOARD OF DIRECTORS: APRIL 12, 2006

**LEISURE WORLD OF VIRGINIA COMMUNITY ASSOCIATION  
NOTICE OF VEHICLE VIOLATION**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Location of Vehicle: \_\_\_\_\_

\_\_\_\_\_

Nature of Violation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Make of Vehicle: \_\_\_\_\_ Year \_\_\_\_\_ Model \_\_\_\_\_

License Number & State: \_\_\_\_\_

Decal or Visitor Pass Information: \_\_\_\_\_

\_\_\_\_\_

Issued by: \_\_\_\_\_

Contact Number: \_\_\_\_\_



# Leisure World of Virginia

## Application for Extended Parking Pass

Please complete this application and present it to the Director of Security at the Gatehouse with appropriate identification.

I, \_\_\_\_\_, of Unit # \_\_\_\_\_, in the \_\_\_\_\_ Building  
Printed Name of Resident Host

Authorize Security to issue an Extended Parking Pass to the following:

	<u>Name of Visitor</u>	<u>Expiration Date</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

I, the undersigned, have read and understand the contents and spirit of the Leisure World of Virginia Community Association Policy Resolution No. 5, Motor Vehicle Rules and Regulations, and will convey those regulations to my visitors. I further understand that Leisure World of Virginia management or Security may revoke this Extended Pass at any time. I agree to notify the Director of Security of any changes in status. I understand that it is my responsibility to retrieve all parking passes if the need shall present itself. I understand that I am responsible for the actions of my visitors while they are on Leisure World property. I understand that this pass must be renewed by me prior to the expiration date. I understand the towing policy and that it is at my expense. I understand and agree to all of the above.

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Date