

Adopted 12/11/03

**WINDSOR PLAZA CONDOMINIUM ASSOCIATION, INC.
POLICY RESOLUTION NO. 7 (amended)**

Vehicle Regulations

(Relating to the use, parking and maintenance of vehicles on the Condominium Property)

WHEREAS, Article 3, Section 3.1 of the Bylaws provides in applicable part that, the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Condominium Act or the Condominium instruments required to be exercised and done by the Association; and

WHEREAS, the same Article and Section also provides that the Board of Directors shall have the power from time to time to adopt any Rules and Regulations, if such rules and regulations are not in conflict with the Condominium Act or the condominium instruments; and

WHEREAS, in order to assure equitable parking arrangements as well as safe and attractive parking areas, the Board has previously adopted rules and regulations with respect to the use, parking and maintenance of vehicles on the Condominium Property; and,

WHEREAS, the Board has concluded that these rules and regulations should be consolidated, revised and republished as a single policy resolution.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts the following rules and regulations regarding the parking, use and maintenance of vehicles upon the Condominium Property and hereby revokes all other rules, regulations and policy resolutions regarding these subjects:

Section I - Parking Privileges

- 1.1 All underground parking spaces are Limited Common Elements, the exclusive use of which has been assigned to individual units.
- 1.2 Limited surface parking on Taylor and Utah Streets adjacent to the Condominium is available and reserved for guest parking, subject to Association and local parking regulations.
- 1.3 The Board of Directors, from time to time and as available, may designate General Common Element parking spaces for special usage purposes (such as handicap parking spaces to accommodate disabled residents).
- 1.4 Vehicles parked on the Common Elements or on areas available for use by the Association are parked at the sole risk of the vehicle owners. The Association is not the bailee of the vehicle owners and neither the Association nor its officers, directors, employees, agents or members shall be liable for any theft or damage of any vehicle or its contents.

- 1.5 In consideration of the permitted use of the drive lanes and parking spaces on the Condominium Property, each unit owner, resident and guest who parks or operates a vehicle on the Condominium Property shall indemnify and hold the Association harmless from all claims, damages, expenses or losses arising from or related to the operation or parking of the unit owner's or resident's vehicle, or that of their respective guests, and each guest shall similarly indemnify and hold the Association harmless.

Section II - Vehicle Registration

- 2.1 Beginning 60 days after adoption of this policy, all vehicles parked in Limited Common Element parking spaces shall be registered with the Management Office and shall exhibit an identifying sticker issued in accordance with Part 2.2 of this Resolution.
- 2.2 Upon application by the owner of the unit to which each Limited Common Element parking space is deeded, the Association shall issue an identifying sticker for the registered vehicle the owner proposes to park in the Limited Common Element parking space. The owner shall display the sticker in the lower left corner of the rear window of the vehicle.
- 2.3 If an owner leases or otherwise transfers the right to use a Limited Common Element parking space for a period of thirty days or longer, the transferee shall register the transferee's vehicle and shall comply with the provisions of Part 2.2, above. The Association reserves the right to refuse to issue an identifying sticker or permit use of the parking space in the event it concludes such use would be inconsistent with the condominium instruments or the Association's rules and regulations.
- 2.4 If an owner elects to permit another the use of the owner's Limited Common Element parking space for a period of more than ten and less than thirty days the owner shall apply to the Windsor Plaza Building Manager for a temporary parking pass. If the temporary use would comply with the condominium instruments and the Association's rules and regulations, the Building Manager shall issue a temporary parking pass to the owner. The pass shall be displayed in the front window on the driver side of the vehicle. The owner of the Limited Common Element parking space shall be responsible to assure that the use of the parking space is in compliance with the condominium instruments and the Association's rules and regulations.
- 2.5 Residents moving into the Condominium after the effective date of this resolution shall apply to the Building Manager for a temporary parking pass at the time the resident reserves the elevator to move into the building. If the temporary use would comply with the condominium instruments and the Association's rules and regulations, the Building Manager shall issue a temporary parking pass to the resident. Temporary parking passes shall expire not later than twenty-one days after their date of issue, by which time new residents are required to have registered the vehicle with the Association and obtained an identifying sticker in accordance with Part 2.2, above.

- 2.6 In the event of loss, a replacement identification sticker or temporary parking pass may be obtained from the Windsor Plaza Building Manager for a charge of \$10. 00.

Section III - Vehicle Rules

- 3.1 Trailers, campers, recreation vehicles, boats and other vehicles incapable of being parked within passenger vehicle parking spaces may not be parked on the Condominium Property.
- 3.2 All vehicles operated or parked on the Condominium Property shall display current licenses, permits and decals required by state law or local ordinance.
- 3.3 All vehicles operated or parked on the Condominium Property shall be maintained in proper operating condition so as not to be a hazard or nuisance due to noise, exhaust emission or appearance. No junk or derelict vehicle or vehicles without current licenses, permits and decals required by state law or local ordinance shall be operated or parked upon the Condominium Property.
- 3.4 Vehicle operators shall observe all parking and traffic regulations posted by the Association, the Department of Motor Vehicles and Arlington County.
- 3.5 No vehicle shall be repaired on the Condominium Property. Permissible maintenance includes: emergency maintenance, ordinary light maintenance (excluding fluid changes and other operations that may soil the Common Elements). Car washing is specifically prohibited in all areas designated as General Common Elements (i.e. loading dock).
- 3.6 No vehicle shall be permitted to leak oil or other damaging or discoloring fluids while parked or operated on the Condominium Property.

Section IV - Parking Rules

- 4.1 No vehicle displaying "for sale" sign(s) shall be parked on the Condominium Property.
- 4.2 No vehicle shall be parked in fire lanes, no parking zones or other areas in which parking is restricted.
- 4.3 No vehicle shall obstruct sidewalks, driveways or access to parking spaces.
- 4.4 No vehicles shall be parked in any General Common Element spaces that are reserved for handicap parking except vehicles displaying current handicap placards or license plates.
- 4.5 No vehicle owned or operated by a unit owner or resident shall be parked in spaces reserved for guest parking.

Section V - Guest Parking

- 5.1 No vehicle shall be parked in Taylor Street and Utah Street guest-parking spaces except vehicles displaying a guest parking permit.
- 5.2 The Association shall issue one guest-parking permit to the owner of each Unit for the use of the owner's guests. In no event may an owner possess or permit guests to use more than one guest-parking permit.
- 5.3 Owners and residents shall not display guest-parking permits in their own vehicles and shall not park their vehicles in guest-parking spaces.
- 5.4 A guest parking permit shall be visibly displayed with the printed side facing out on the rear view mirror or dashboard of a vehicle parked in a guest parking space with the consent of the owner of a Unit.
- 5.5 No vehicle shall be parked in a guest-parking space for more than twenty-four hours at one time, except with the authorization of the Building Manager. The Building Manager's authorization shall be evidenced by a form issued by the Building Manager, which shall be displayed on the front dashboard of a vehicle parked in a guest-parking space for more than twenty-four hours. In no event shall any vehicle be parked in a guest-parking space for more than seventy-two hours at one time.
- 5.6 Only parallel parking shall be permitted in Taylor Street guest-parking spaces.
- 5.7 Only diagonal parking shall be permitted in Utah Street guest parking spaces.
- 5.8 All vehicles shall be parked wholly within the lines of the parking space that they occupy.
- 5.9 No vehicle shall be parked in the loading dock area or the General Common Elements of the garage, except for short periods of time and with the authorization of the Building Manager. The Building Manager's authorization shall be evidenced by a form issued by the Building Manager, which shall be visibly displayed on the front dashboard of a vehicle parked in the loading dock area or the General Common Elements of the garage.
- 5.10 In the event a guest-parking permit is lost, a replacement guest-parking permit may be obtained from the Building Manager for a charge of \$10.00. In the event a replacement guest-parking permit is lost, a further replacement may be obtained from the Building Manager for a charge of \$25.00.
- 5.11 The guest parking permit of an owner or resident whose guest or guests violate the provisions of Part V, more than twice in any consecutive thirty-day period shall be suspended for one month. Visitor parking is not intended to be permanent parking for the same guest visiting the same resident every day or evening. Visitors who park their vehicles night-after-night or day-after-day in either the North Taylor Street or North Utah Street designated Visitor Parking areas may, subject to the Building Manager's

discretion, lose their visitor parking rights, and the Owner of the visitor-parking pass may have his or her pass revoked.

Section VI- Enforcement

- 6.1 Vehicles parked in violation of this Resolution are subject to being towed from the Condominium Property or guest-parking spaces without notice and at the sole risk and expense of the vehicle owner. Vehicles in violation of this Resolution may be towed at the direction of the Building Manager, the President of the Windsor Plaza Condominium Association or the Chair Person of the Covenants Committee. In the event a vehicle is towed from the Condominium Property, the owner of the vehicle shall be solely responsible for all costs of towing and storage.
- 6.2 Vehicles parked in violation of this Resolution may be towed from the Condominium Property or guest-parking spaces on the Association's initiative by a towing company engaged by the Association.
- 6.3 Owner or authorized designee may cause a vehicle parked in the owner's or authorized designee's parking space to be towed from that parking space.
- 6.4 Owners may be assessed a charge of up to \$50.00 if they or others for whom they are responsible are found to be in violation of this Resolution or, in the event of a continuing violation, up to \$10.00 per day for not more than ninety days.
- 6.5 In the event Owners or residents park their own vehicles in a guest-parking space in violation of Part 5.3, above, and are assessed but fail to promptly pay a charge imposed on that account, the Owners' or residents' privileges to permit their guests to park in the guest parking spaces shall be suspended for a period of six months.
- 6.6 In the event Owners or residents have and utilize more than one guest-parking permit for their guests in violation of Part 5.2, above, the Owners' or residents' privileges to permit their guests to park in the guest parking spaces shall be suspended for a period of six months.
- 6.7 In the event a vehicle parked in a Limited Common Element parking space leaks oil or other damaging fluids onto the parking space floor:
 - (a) The Building Manager shall advise the owner of the unit to which the parking space is deeded, of the leak and the Building Manager shall arrange for the parking space to be cleaned. The owner shall be assessed the cost of cleaning.
 - (b) In the event the owner vehicle causing the leak does not repair the vehicle leak within 30 days and further leaks occur, the owner of the unit to which the parking space is deeded shall be assessed the further cost of cleaning.

- (c) The Building Manager shall have a vehicle towed from the Condominium Property or guest-parking space if the vehicle represents an immediate danger to the Common Elements or to person or property, by reason of leaks or otherwise or if the owner of the vehicle has failed to have the vehicle repaired after being notified of the need to do so.

The Board adopted this Resolution at a duly convened meeting on 11th day of December, 2003 and directed that the same be incorporated into the Book of Resolutions.

WINDSOR PLAZA CONDOMINIUM
ASSOCIATION, INC.

By _____ /s/ _____
Jeffrey Green, President
For the Board of Directors