

**PURCELLVILLE RIDGE HOMEOWNERS ASSOCIATION, INC.**

**Policy Resolution 06-002  
(Vehicle Control Resolution)**

WHEREAS, Section 7.14 of the Purcellville Ridge Homeowners Association By-Laws (“Bylaws”) provides that the Board of Directors has all of the powers to formulate, publish, and enforce rules and regulations relative to the operation, use and occupancy of all Lots, Common Area facilities and the personal conduct of the Association members and their guests thereon;

**WHEREAS**, Section 55-515 of the Virginia Property Owners Association Act, Code of Virginia (1950, as amended) (hereinafter *the Act*) and the Declaration, charge all Lot Owner’s and their tenants, guests and invitees with compliance with the Declaration, Bylaws, Rules, and Regulations (hereinafter the *Governing Documents*) of the Association as amended;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopts the following policies:

**V100.0** – No motorized vehicle (automobiles, trucks, motorized bicycles, motorcycles, ATV’s, dirt bikes, mini-bikes, go-karts, etc.) shall be operated, parked, or abandoned on any common area of the community, except those authorized by the Board of Directors to maintain, repair or improve the common area.

**V100.1** – Unlicensed motorized vehicle shall not be operated on the property.

**V101.0** – Major repairs (including but not limited to engine, transmission, brakes, etc) are prohibited unless performed within the owner’s garage.

**V101.1** – Repairs of any kind are prohibited on any common area, street or visitor parking lot.

**V102.0** – Disposal of oil, grease, or any other chemical, residual substance, any substance or particles from holding tanks of vehicles of any type (as a result of repair, maintenance or carelessness) is not permitted. Any violations will be prosecuted to the maximum extent permitted by law.

**V102.1** – The dumping of motor oil and other petroleum products into the storm sewers is a direct violation of the State Water Council Law and may lead to civil penalties and cleanup costs for the responsible persons.

**V103.0** – Owners of vehicles will be held liable for ALL cost to repair damage to common areas caused by negligence, repair operations on the vehicle or storage of any combustible, dangerous or otherwise hazardous material on common areas (regardless of the type of container).

**V104.0** – Unlicensed persons are prohibited from operating any motorized vehicle within the association.

**V105.0** – All persons operating motorized vehicles shall conform to all traffic control signs posted on the premises, and in accordance with the provisions of the traffic ordinances of Loudoun County and the State of Virginia.

**V106.0** – The Board of Directors has given consent to all appropriate law enforcement officers to enforce all motor vehicle laws within the community.

**V107.0** – Resident vehicles parked within the association must display current license plates, inspection stickers, and any locally required stickers.

**V107.1** – To ensure that your vehicle is mechanically safe to operate on the highways of the Commonwealth, it must pass an annual vehicle safety inspection. For information about the safety inspection and the nearest location of a safety inspections station, visit:  
<http://www.vsp.state.va.us/safety.htm#Virginia>

**V107.2** - Your vehicle must pass an emission inspection before registration if garaged in the county of Loudoun. For additional information about emissions inspections and the locations of inspection stations, visit:  
<Http://www.deq.virginia.gov/mobile/homepage.html>

**V107.3** – Virginia law requires that vehicles must be registered and license plates acquired within 30 days of moving to Virginia.

**107.4** - The town of Purcellville requires that all vehicles be registered with the town and current town decals be displayed at all times. Town decals must be renewed each year prior to April 15<sup>th</sup>. For more information please visit:  
<http://www.purcellvilleva.com/index.html>

**V108.0** – All vehicles must be maintained in an acceptable state of repair and free of significant damage or disrepair.

**V108.1** – No junk vehicles permitted anywhere in the association.

**V108.2** – Tires supporting vehicles must be inflated at all times to within 10 PSI of the manufacturer's recommended pressure so that they can be moved in case of emergency.

**V109.0** – Vehicles cannot be parked on, or block, any sidewalk within the community. This includes overhanging front or rear bumpers.

**V110.0** – Parking in fire lanes is prohibited.

**V110.1** – Fire lane violators are subject to immediate towing.

**V111.0** - No curbside parking permitted anywhere within the community at any time.

**V111.1** – Curbside parking violators are subject to immediate towing.

**V112.0** – No trailer, boat, camper, unlicensed vehicle or disabled vehicle may be parked anywhere within the community.

**V113.0** - Commercial and oversized vehicles are prohibited from being parked within the community except in garages.

**V113.1** - Oversized vehicles are defined as follows:

**V113.1.1** – Exceeding 7 x 7 x 16 feet in dimension.

**V113.1.2** – Exceeding 784 cubic feet.

**V113.1.3** – A gross weight over 7500 pounds.

**V113.1.4** – Including without limitation: moving vans, step vans  
Tractors, trailers, wreckers, hearses, limousines, taxis, busses,  
travel trailers, house trailers, recreational vehicles, busses, utility  
trucks and vans.

**V113.2** – Commercial vehicles are defined as follows:

**V113.2.1** – Vehicles whose designed or modified purpose is for commercial use.

**V113.2.2** – Vehicles on which commercial lettering or equipment is visible.

**V113.2.3** – Vehicles deemed to be commercial solely by displaying commercial lettering or signage may be brought into compliance by:

- a) Covering the commercial lettering or signage with either a magnetic or adhesive covering that matches the vehicles color; or
- b) Removing commercial signs upon parking in community.

### **COMPLIANCE ENFORCEMENT TOWABLE OFFENSES:**

**V200.0** – Any vehicle in violation of the Vehicle Control Resolution, or in any governing document, now or hereafter adopted, may be towed by the Association at the sole expense of the Owner of such vehicle if the vehicle remains in violation for a period of 48 hours from the time a notice of violation is placed on the vehicle.

**V200.1** – This 48 hour requirement does not apply to fire lane or curbside parking restrictions (Sections V110.0 and V111.0). As these penalties are clearly stated as immediate towing enforcement.

**V200.2** – Once a notice is posted, neither its removal, nor failure of the Owner to receive the notice for any other reason, shall be ground for relief of any kind. An affidavit of the person posting the notice stating that it was properly posted shall be conclusive evidence of proper posting.

**V200.3** - The Association shall not be liable to the Owner of such vehicle for trespass or guilty of any criminal act by reason of such towing or posting of notice.

**V200.4** – For purposes of this paragraph, “vehicle” also includes without limitation: campers, mobile homes, trailers, and all other vehicle types mentioned in this document.

### **COMPLIANCE ENFORCEMENT NON-TOWABLE OFFENSES:**

**V201.0** - For first-time offenders: Upon confirmation of a violation of any of the Association’s rules and regulations, the Managing Agent shall issue a violation notice by first class mail to the Owner at his or her address listed in the Association’s records, and to the address for the Lot itself, if the Lot Owner’s address of record differs from the address of the Lot.

**V201.1** - This initial notice will advise the Owner of the nature of the offense and cite the specific provision within the resolution that was allegedly violated.

**V201.1.1** - However, when the violation may constitute a health, safety or fire hazard, demand to remedy the violation within twenty-four (24) hours may be made.

**V201.2** - For Repeat Offenders: If an Owner has received a violation notice during the prior twenty-four (24) months, the BOD reserves the right to dispense with the aforementioned initial notice and may issue a final notice. The Managing Agent shall send the Owner a final notice by certified mail, return-receipt requested to the address that the Owner is required to provide to the Association. This notice shall advise the Owner that the Association may:

**V201.2.1** - Impose monetary charges of \$50.00 per cited violation;  
or

**V201.2.2** – Impose monetary charges of \$10 per day for any offense of a continuing nature or such greater amounts as may be authorized by the Virginia Property Owners Association Act, which is limited to Nine-hundred dollars (\$900.00) or ninety (90) days;  
and/or

**V201.2.3** - Suspend Owner's rights to use Association facilities.

**V201.3** - This final notice shall also inform the Owner of the hearing date scheduled before the BOD to render a decision on the violation and what monetary charges and/or suspension of Owner's rights to use Association facilities may be assessed to the Owner.

**V201.3.1** – This hearing will serve as Owner's opportunity to contest the monetary charges and/or suspension of Owner's rights to use Association facilities.

**V201.3.2** – This final notice shall be sent by first class and certified United States mail, return receipt requested, at least fourteen (14) days in advance thereof to the Owner at the address which the Owner is required to provide to the Association.

**V201.4** - The Association will deem notification effective if the Owner fails or refuses to sign for any registered or certified mailing from the Association.

**V201.5** - The hearing result will be mailed by registered or certified mail return receipt requested to the Owner at the address of record with the association within three days of the hearing.

**V201.6** - Nothing herein is meant to preclude the Association from the use of other remedies or sanctions available in order to obtain compliance with the Association's rules and covenants.

**V201.7** - 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 Loudoun County, including, but not limited to suspending Association privileges, or obtaining injunctive relief.