

BRADLEY SQUARE HOMEOWNERS ASSOCIATION, INC. POLICY

RESOLUTION NO. _____

Rules and Regulations Relating to Parking

WHEREAS, the Declaration for Bradley Square recorded at instrument number 201407180051095 among the land records of Prince William County, Virginia (“Declaration”) is the declaration that governs the Property located within the Bradley Square community and establishes the Bradley Square Homeowners Association, Inc. (“Association”);

WHEREAS, Article 3, Section 3.6 of the Declaration grants each Owner in the Association a non-exclusive right and easement of use and enjoyment in common with others of the Common Area, except as limited by the designation of Reserved Common Area or Limited Common Area, and subject to all rights and powers of the Association provided by the Association Documents, including without limitation the Association’s right to regulate the use of the Common Area;

WHEREAS, Article 3, Section 3.8(a) of the Declaration provides the Association’s Board of Directors (“Board of Directors” or “Board”) with the power in its discretion from time to time to grant revocable licenses in the Common Area by designating portions of the Common Area as Reserved Common Area;

WHEREAS, Article 7, Section 7.6 of the Declaration restricts the extent to which Owners may park vehicles on the Common Area (not otherwise designated as Reserved Common Area) and conditions the Owners’ use of parking areas within such Common Area to the power of the Board of Directors to adopt reasonable rules and regulations;

WHEREAS, Article 8, Section 8.2(o) of the Declaration restricts the type of vehicle that may be parked or used on any portion of the Common Area or on any portion of a Lot visible from the Common Area or another Lot unless expressly permitted by the Board of Directors;

WHEREAS, Article 8, Section 8.2(o) of the Declaration further provides that, subject to applicable laws and ordinances, any vehicle parked in violation of the Declaration or any rule or regulation adopted by the Board may be towed by the Association at the Owner’s sole expense if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle;

WHEREAS, Article 12, Section 12.1(f) of the Declaration provides the Board of Directors with the additional right to summarily remove and cure any violation of the Association Documents at the expense of the defaulting Owner;

WHEREAS, Article VII, Section 1 of the Bradley Square Homeowners Association Bylaws empowers the Board of Directors to adopt and amend rules and regulations governing the use of the common areas, including the parking facilities; and

WHEREAS, the Association's Transition Advisory Committee believes it to be in the best interest of the Association to revise the Association's previously adopted policy relating to parking and the designation of Reserved Common Areas in order to address additional concerns recently made by residents of the Bradley Square community.

NOW THEREFORE, the Board of Directors has decided to adopt the following rules and regulations governing the use of the parking facilities of the Association.

I. PARKING RIGHTS AND REGULATIONS

1. **Parking** - The Bradley Square Association's parking areas are for the exclusive use of homeowners, owners' guests, and owners' tenants.
2. **Assignments** - Lots without garages will be assigned two individual spaces that are to be marked according to the duly adopted, pre-existing plan. Garage units will have their garage space(s) and adjoining driveway for parking. The Declaration for Bradley Square requires that a homeowner with a lot that includes a driveway and garage are permitted to park no more than one vehicle on the Common Area and then, only if both or all of the spaces (driveway and garage) on such Owner's Lot are in use for vehicle parking.
3. **Parking Spaces and Parallel Parking** – All parking spaces will be available on a first come, first served basis. This includes all white striped spaces within the Townhome community, and parallel street parking along Bradley Square owned and maintained streets within the entire community. Such parking *must* conform to all posted restrictions, such as No Parking along the curbs that are painted yellow and/or posted with No Parking signage. It is important to note that parking along the streets within the Townhome portion of our community is only allowed within designated, white striped parking slots. Parking on both sides of the streets (along the curbs which are painted yellow) is strictly prohibited along the Townhome streets.
4. **Hang Tags** - One hang tag will be issued to every owner of record free of charge. This includes both Single Family and Townhome owners. This hang tag must be displayed on the front rear view mirror, so that the number on the hang tag is visible in front of the vehicle, when parking within Bradley Square according to the rules outlined above. If the hang tag cannot fit the rear-view mirror, then the hang tag must be placed in clear view on the dashboard. Any use of an *invalid* hang tag will subject that vehicle to immediate towing at the expense of the vehicle owner. An

invalid hang tag is a tag that has not been issued by the Association, is out of date, altered, reprinted, or otherwise improperly created and/or used. Lost, damaged, or stolen hang tags may be replaced by the Association and shall be assessed at a charge of \$250.00 to the homeowner.

II. RESTRICTIONS

1. The following vehicles may not be parked within Bradley Square:

- a. Junk or derelict vehicles.
- b. Trailers, campers, camp trucks, house trailers and mobile homes
- c. Boats, personal watercrafts, ATV's, or other recreational vehicles
- d. Commercial vehicles. Unless parked within the community for a temporary service call, commercial vehicles may not be parked anywhere within the community without prior written permission of the Board. The term "commercial vehicle" includes, but is not limited to:
 - i. Any waste collection vehicle, tractor truck, semitrailer or tractor truck/trailer combination.
 - ii. Dump trucks, concrete mixer trucks, and towing or recovery vehicles.
 - iii. Any heavy construction equipment, trailer, semitrailer, or any other oversized vehicle that appears to be primarily used for cargo carrying or other non-passenger carrying purposes.
 - iv. Any trailer, semitrailer, or other vehicle in which food or beverages are stored or sold. If an event is being held within the community that includes food and beverage sales, such vehicles will be permitted to park within Bradley Square for the duration of the event.
 - v. Any vehicle licensed for use as a contract carrier, bus service, or as a limousine.
 - vi. Any vehicle with signage advertising the name of a business or service; owners of such vehicles with writing on normal passenger vehicles may purchase magnetic covers (SAME COLOR AS VEHICLE ONLY) to cover up lettering and must affix the cover to the vehicle any time it is parked within the community.

- vii. Vehicles carrying or storing readily visible equipment, such as ladder racks, that appears to be related to work-purposes, without regard to whether the equipment protrudes from the vehicle; and
 - viii. Any vehicle transporting or carrying hazardous material of any kind, beyond quantities used for normal household maintenance.
 - ix. Any vehicle weighing in excess of 13 tons.
2. Parking Spaces - No signs, initials, numbers, storage containers or any other additions or alterations to parking spaces may be painted, displayed, placed, or erected by any resident. This restriction does not apply to a uniform numbering or lettering system that may be applied to all parking spaces by the Association.
 3. Parking in Assigned Spaces - The Association will not enforce this Resolution against unauthorized vehicles parking in assigned parking spaces. Any resident of the Lot assigned a parking space may enforce against the unauthorized parking of a vehicle in that space and may have a vehicle towed without notice. The lot owner or resident must be present at the site of the vehicle at the time the tow truck arrives. The owner of the vehicle shall be responsible for all towing and storage expenses. The Lot assigned the space, and all residents therein shall be held harmless from any damage or claims arising from the towing or storage of a vehicle.
 4. General Exceptions - The parking of conventionally sized pick-up trucks without racks, equipment, or markings is permitted within the community. Maintenance and/or delivery vehicles, including moving vans, are temporarily permitted on community property, provided their loading or unloading services are performed in a normal and timely fashion and are reasonably parked to not obstruct traffic or access of emergency vehicles. In no event shall maintenance or other service vehicles remain in the community or on the Association property while not actively supporting or providing such services.
 5. All vehicles within Bradley Square must be kept in proper operating condition and not create a hazard or a nuisance from noise, exhaust, emission, appearance or otherwise.
 6. Vehicles must be parked within the spaces provided and in such a manner as to not obstruct other parking spaces. The following conditions shall be subject to immediate towing at the vehicle owner's expense and risk.
 - a. Any vehicle parked in such a manner that it blocks one or more vehicles, blocks a travel lane;
 - b. Any vehicle that blocks a driveway occupies more than one space;

- c. Any vehicle that is parked in a posted fire lane;
 - d. Any vehicle that is parked in a posted NO PARKING zone; and
 - e. Any vehicle that is parked in a designated handicapped parking space without authorization.
7. Vehicles parked within assigned spaces shall be exempt from enforcement by the Association but may be enforced by any Resident of the Lot assigned that space. All towing and storage expenses shall be at the expense of the owner of the unauthorized vehicle, and the Lot Owner is indemnified and held harmless for any damages or claims arising from the towing or storage of the vehicle.
 8. Vehicles parked on the private streets of the community must be parked consistently with the flow of traffic. Motorcycles may be parked within an owner's own assigned parking space, but the motorcycle must not be parked in any way that restricts the parking privilege of the adjacent resident. Parking on top of, or across sidewalks, and other grass areas is also prohibited.
 9. The repair or extraordinary maintenance of automobiles or other vehicles is prohibited on the Property. Routine maintenance, not exceeding two hours, may be conducted on the property, provided all waste and material is immediately removed, and all hazardous waste is properly discarded.
 10. The use of vehicle covers is not permitted within the Association's parking areas. This restriction does not apply to the magnetic covers used for covering lettering, as described in Section II.1(d) vi above.

III. NOTICE

1. In addition to the conditions stated in Article II, Section 5, the Association shall not be required to provide any prior notice for the following violations, which shall subject the vehicle to immediate towing at the owner's expense and risk.
 - a. Vehicles without a Bradley Square hang tag.
 - b. Vehicles with an invalid hangtag displayed.
 - c. Vehicles parked in an assigned space without authorization of the owner of the lot to which the space is assigned, upon the request of the lot owner or

resident. The lot owner or resident must be present at the site of the vehicle at the time the tow truck arrives.

- d. Vehicles parked in fire lanes or otherwise designated “No Parking” areas (including along the yellow painted curbs).
- e. Vehicles taking up multiple parking spaces.
- f. Commercial Vehicles parked in designated parking spaces that are not actively responding to a residents’ service call.
- g. Vehicles parked on grass or atop the curb or sidewalk.
- h. Vehicles that are double parked.

IV. IMPLEMENTATION PLAN

1. Once the following steps have been completed, towing patrols will be restricted to the following days and times:
 - a. Sunday – Thursday from 10:00 pm to 8:00 am
 - b. Friday - Saturday from 12:00 am (midnight) to 8:00 am.
2. The Bradley Square board will procure and post signage within the community that will display the towing company contact information and towing hours.
3. The Bradley Square board will be procuring and distributing the required parking hang tags. These tags will be sent to the homeowner of record. The homeowner is responsible for forwarding the hang tag to any tenant that may be residing within their property.
4. The distribution of the hangtags will by U.S. mail and will also include a finalized implementation date when this Resolution shall be effective and the towing patrols will commence.
5. In the event hang tags are lost, stolen, damaged, or otherwise made invalid, a Lot Owner may request a replacement hang tag from the Association, which shall be issued at the Lot Owner’s expense.

V. ENFORCEMENT OF THE REGULATIONS

In addition to the towing provisions above, violations of the regulations are subject to appropriate action by the Board including, but not limited to, the initiation of legal action by the Board of Directors. Should any legal action be required, all legal fees and costs shall be assessed and attributed to the lot owner responsible for the offense. The prevailing party in any legal action or arbitration shall be entitled to attorneys' fees and costs. Lot owners shall be responsible for the offenses of their tenants and their guests.

VI. RESPONSIBILITY

Nothing in this resolution shall be construed to hold the Association, Board of Directors, or their Agents responsible for damage to vehicles or loss of property from vehicles parked on or towed from the Common Areas.

1. This Resolution is intended to serve as protection to Owners' parking rights and as a guideline for the Board as it carries out its duties to enforce Regulations. The Board may determine the specific manner of implementation of the provisions of this Resolution, provided that due process is afforded to any member whose privileges are affected. Any inadvertent omission or failure to conduct any proceeding in exact conformity with this Resolution shall not invalidate the results of such proceeding, so long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth in this Resolution.
2. The failure of Association, in any one or more instances, to invoke a provision or term of this Resolution or attached agreements or contracts, or to enforce or take action to enforce any of the provisions or terms covenants contained in the Resolution, shall not be considered a waiver or relinquishment of the rights to invoke, enforce, demand, or insist thereon, but the same shall continue and remain in full force and effect. No waiver by Owner of any provision or term hereof shall be deemed to have been made in any instance unless expressed in writing. Any such waiver shall be limited to the particular breach or violation so waived and not be deemed to be a waiver of any other breach or violation hereunder.
3. Lot owners shall be responsible for the offenses of their tenants, and their guests, including all legal fees and costs which shall be assessed to the lot owner (s).
4. This Resolution shall supersede and replace any prior Resolutions or Rules adopted that conflict with the terms of this Resolution.

**BRADLEY SQUARE HOMEOWNERS ASSOCIATION, INC.
RESOLUTION ACTION RECORD**



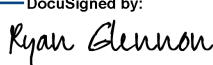
Resolution Type: Policy No.

Pertaining to: **Rules and Regulations Relating to Parking**

Duly adopted at a meeting of the Board of Directors held on 10/8/2025.

Motion by: Ryan Glennon

Seconded by: Mike Ames

	YES	NO	ABSTAIN	VOTE: ABSENT
Signed by:  <small>7A3971CB4F5A424...</small> Joshua Hutzler, President	<u>x</u>	—	—	—
DocuSigned by:  <small>FFBCE476F7D8420...</small> Michael Ames, Vice President	<u>x</u>	—	—	—
DocuSigned by:  <small>915AD558ECAD450...</small> Ryan Glennon, Secretary/Treasurer	<u>x</u>	—	—	—

ATTEST: 
915AD558ECAD450...
 Ryan Glennon, Secretary

10/10/2025 | 12:06 PM EDT

 Date

Resolution effective: 10/8/2025.