5-6 **PARKING**

5-6.1. The Parking rules pertain to the streets maintained by the First River Farms Association. These include Cedar Landing Court, Carter Farm Court, Clifton Farm Court, and La Faye Court.

5-6.1.a. Tis Well Drive and Holland Road are owned and maintained by Fairfax County. The laws of the State of Virginia and ordinances of Fairfax County govern use of those streets.

5-6.2. Two parking spaces have been allocated to each home by the Association. For security reasons, parking spaces are identified by lot number rather than by street address.

5-6.3. **Non-visitor/guest vehicles (i.e., resident vehicles) parked in visitor/guest spots are subject to towing at the owner’s expense**. A limited number of visitor parking spaces are designated throughout the community for use by visitors. Residents with more than two vehicles must not park their vehicles in visitor spaces. The additional vehicles must be parked on Tis Well Drive or Holland Road.

5-6.3.a. Visitor spaces are intended for short-term use only. Visitors staying at a residence in the community for longer than 7 days must park in the resident’s assigned space or on Tis Well Drive or Holland Road.

5-6.3.b. College students home for breaks are not visitors. If their automobile represents more than a second vehicle in the family, they must also park on one of the public streets.

5-6.3.c. The only exception to the prohibition of residents’ parking in a visitor space is during business hours when contractors or other service providers must park in the resident’s space.

5-6.4. **All parking spaces in the community, both assigned and visitor, are the property of the Association in common**.

5-6.4.a. Homeowner parking spaces are assigned to a specific address, but are the property of the First River Farms Homeowners’ Association.

5-6.4.b. Guest parking spaces are not reserved for use by any resident, section, street, or guest. (A guest of Cedar Landing Ct. may use a visitor space on Carter Farm Ct.)

5-6.4.c. Homeowners/residents found to be in either serious or chronic violation of any of the rules and regulations of the HOA may have their parking assignments revoked.

5-6.5. No vehicles shall be parked at any place in the community except in the specially provided parking areas. Parking spaces are not to be used for purposes other than to park approved vehicles.

5-6.5.a. The parking of trailers, buses, boats, motor homes, commercial vehicles, trucks over ½ ton in weight, and any recreational equipment such as four-wheelers or campers is prohibited in the parking spaces.

5-6.5.a.1. The vehicles above may be temporarily parked in resident spaces for periods not more than 12 hours if the owner is actively engaged in the act of loading, unloading, or other preparation for or recovery from use.

5-6.5.b. Approved vehicles include licensed conventional passenger vehicles, trucks of 1/2 ton or less, and occasional commercial vehicles performing deliveries and/or services in the community.

5-6.5.c. No vehicle shall occupy more than one parking space.

5-6.5.d. No parking is permitted on the lawn areas of the community or in any designated fire lane (marked by signs and/or yellow-painted curbs).

5-6.5.e. No motorized vehicles may be driven or parked on the path behind Clifton Farm Court.

5-6.5.f. Resident parking spaces may be used for the TEMPORARY storage of building materials during a major construction or renovation of a home with prior approval from the HOA. Examples include the replacement of a roof or installation of new windows. Homeowners must contact the management company to obtain permission to store construction materials. Dates must be provided, including a date when the project will be completed. The Board of Directors reserves the right, in some cases, by acting through the management agent, to deny a request to store building materials in a parking space at any time.

5-6-5.g. Dumpsters and other heavy equipment required for construction or renovations to a unit may not be placed on lawns or common sidewalks within the community. These may be placed in the homeowner’s parking space upon receipt of approval from the HOA. (See 5-6-5.f above)

5-6.6. Owners of townhouses in First River Farms are responsible for the vehicles of their tenants and guests and are responsible for notifying their tenants and guests to comply with these rules.

5-6.7. All motor vehicles parked in First River Farms shall display valid license tags and be maintained in proper operating condition, and not be a nuisance by virtue of noise, emissions, or appearance.

5-7 **TOWING**

5-7.1. Vehicles in violation of the parking rules defined in Section 5-4, 5-5, and 5-6 are subject to towing at the vehicle owner’s expense.

5-7.2. Residents and homeowners are authorized to have vehicles towed that are wrongfully parked in parking spaces assigned to them.

5-7.2.a**. If someone has parked in the resident’s reserved space and every effort has been made to contact the owner, towing may be the only option and there shall be no liability for removing the offending car. The HOA has contracted with Dominion Towing to tow cars in violation of parking rules. Residents who wish to have a car towed from their parking space should call 703-339-2400 and must plan to be present when the towing company arrives.**

5-7.3. The Association is authorized to tow vehicles in violation of the parking rules in any area in First River Farms. Residents who identify violations should call SCS for this action (703-631-2003).

5-7.4. The Fairfax County Police Department has been authorized by the HOA and may, at their discretion, ticket or tow cars in violation of these rules or other laws or ordinances. Residents may report cars parked illegally in fire lanes by calling the non-emergency number for the Police (703-691-2131).

5-7.5. **The Association is not responsible for damage done to any vehicle parked in the community, AND/OR damage caused by the operation of any vehicle in the community.** This includes, but is not limited to:

5-7.5.a. Damage caused by other residents

5-7.5.b. Damage caused by community guests

5-7.5.c. Damage caused by commercial vehicles

5-7.5.d. Damage caused by trespassers or vandals

5-7.5.e. Damage caused by vehicles conducting business for the Association, to include lighting or street repairs, snow plowing, mowing, or landscaping.

5-7.5.f. The Association is not responsible for damages that result from the actions taken by any resident.