

THE DALE CITY T-7B-1 HOMEOWNERS ASSOCIATION, INC.

POLICY RESOLUTION NO. 2025-0001

Electric Vehicle Charging Stations

WHEREAS, Section 55.1-1828 of the Virginia Property Owners' Association Act (the "Act") charges all lot owners and their tenants, guests, and invitees with compliance with the Declaration of Covenants, Conditions and Restrictions of the Dale City T-7B-1 Homeowners Association recorded in Deed Book 1167 at page 1861, and the Declaration of Covenants, Conditions and Restrictions of Dale City T-7B-2 Homeowners Association recorded in Deed Book 1264 at page 1634, all recorded amongst the land records of Prince William County, Virginia (collectively the "Declaration");

WHEREAS, Section 55.1-1823.1(A) of the Act states that property owners' associations may establish reasonable restrictions concerning the number, size, place, and manner of placement or installation of such electric vehicle charging station on the exterior of property owned by a lot owner;

WHEREAS, Section 55.1-1823.1(B) of the Act states that property owners' associations may prohibit the installation of electric vehicle charging stations on the common area within the development served by the association and may establish reasonable restrictions as to the number, size, place, and manner of placement or installation of electric vehicle charging stations on the common area;

WHEREAS, Section 55.1-1823.1(C) of the Act states that any lot owner installing an electric vehicle charging station shall indemnify and hold their property owners' association harmless from all liability, including reasonable attorney fees incurred by the association resulting from a claim arising out of the installation, maintenance, operation, or use of such electric charging station. An association may require the lot owner to obtain and maintain insurance covering claims and defenses of claims related to the installation, maintenance, operation, or use of the electric vehicle charging station and require the association to be included as a named insured on such policy;

WHEREAS, the Declaration established The Dale City T-7B-1 Homeowners Association (the "Association"), successor by merger to The Dale City T-7B-2 Homeowners Association, for the purpose of administering the property submitted to the Declaration (the "Property") and enforcing the Declaration;

WHEREAS, Article I, Section 1(c) of the Declaration defines Common Area to mean all real property owned by the Association for the common use and enjoyment of the members of the Association, and shall be taken and construed to embrace all of the areas designated as "Common Green" or "Common Area" or "Common Area for Parking Sidewalks, and Streets", or "Common Area for Streets, Sidewalks and Parking Purposes", or phrases of like import prefixed by the work Common upon any recorded subdivision map of the properties;

WHEREAS, Article IX, Section 1 of the Declaration states that no building, fence, wall or other structure other than those built by the Declarant shall be commenced, erected or maintained upon the Property, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Association’s Board of Directors (the “Board”) or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and the Article will be deemed to have been fully complied with;

WHEREAS, Section 55.1-1819 of the Act and Article VIII, Section 1(a) of the Bylaws of the Dale City Section T-7B-1 Homeowners Association (the “Bylaws”) provide that the Association shall have the power to adopt and publish rules and regulations governing the use of the Common Area and to establish penalties for the infraction thereof;

WHEREAS, Article VIII, Section 1(b) of the Bylaws states that the Board shall exercise for the Association all powers, duties and authority not reserved to the Members;

WHEREAS, Article VIII, Section 2(h) of the Bylaws provides that the Board shall have a duty to cause the exterior of the dwellings to be maintained as provided in Article X of the Declaration;

WHEREAS, Article VIII, Section 2(g) of the Bylaws provides that the Board shall have a duty to cause the Common Area to be maintained; and

WHEREAS, the Board deems it desirable and in the best interest of the Association to permit lot owners to install electric vehicle charging stations and to establish reasonable restrictions and guidelines concerning the installation, ownership, maintenance, and removal of said charging stations.

NOW THEREFORE, BE IT RESOLVED that the Board hereby adopts the following restrictions and guidelines with respect to the installation, ownership, maintenance, and removal of electric vehicle charging stations.

I. APPLICABILITY

This Resolution shall apply to all electrical vehicle charging stations installed within The Dale City T-7B-1 Subdivision.

II. DEFINITIONS

A. Level I Charger. A Level I charger operates on a 120V outlet.

B. Level II Charger. A Level II charger operates on a 240V outlet.

- C. Charging Station Documentation. Specifications provided manufacturer's specifications that include the dimensions and charging capacity.
- D. Plan. Detailed plans and drawings prepared by a licensed and registered electrical contractor or engineer familiar with the installation and core requirements of an electric vehicle charging station.

III. GENERAL REQUIREMENTS

- A. Allowed Electric Vehicle Charging Station Capacity. Maximum capacity – Level II, 40A.
- B. Allowed Electric Vehicle Charging Station Quantity. One charging station per Lot.
- C. Maximum Power Supply. 240V, 40A (or less if limited by the Plan or the Prince William County, VA, Department of Public Works).
- D. Permits. Prior to installing an electrical vehicle charging station, the Lot Owner(s) must obtain a permit from Prince William County, VA, and provide a copy of the same to the Board.
- E. Uniform Statewide Building Code. All electrical vehicle charging stations must be installed and operated in compliance with all applicable building codes and recognized safety standards.
- F. Architectural Guidelines. All electric vehicle charging stations must comply with reasonable architectural or other standards adopted by the Association.
- G. Installation. All electrical vehicle charging stations must be installed by a licensed and registered electrical contractor or engineer familiar with the installation and core requirements of electrical vehicle charging stations. The Lot Owner(s) accepts responsibility for any damage done to the Common Area, parking spaces, and/or surrounding Lots that occurs during the installation process.
- H. Maintenance and Repair. The electric vehicle charging station and all related components, including but not limited to any meters, junction boxes, cables, conduits and wiring associated with providing electricity are the sole responsibility of the Lot Owner(s) to maintain and repair. The Association is not responsible for any maintenance and repair costs associated with the charging station. Failure to maintain the electric vehicle charging station may result in revocation of the Final Approval and the Lot Owner(s) may be compelled to remove the electric vehicle charging station and related equipment.
- I. Costs. The requesting Lot Owner(s) shall be solely responsible for all costs, including but not limited to design, permits, equipment, installation, inspection, maintenance, operation, electricity, removal, and any required deposits cost of installation,

maintenance, operation, use, and removal of their electrical vehicle charging station. The Association shall not be responsible for any costs associated with the electric vehicle charging station.

- J. **Metering.** The requesting Lot Owner(s) shall be solely responsible for separately metering, at his or her sole expense, the utilities associated with their electrical vehicle charging station. The charging station should be directly connected to the electrical power supply of the dwelling. If an alternate power source is agreed to between the Association and Lot Owner, the electricity usage may be installed to separately meter the electrical usage and the utilities account shall be in the name of, and billed to, the Lot Owner(s) at his or her sole expense. The Lot Owner(s) shall be personally responsible for all charges incurred by his or her tenant related to the electric vehicle charging station. The Association shall not be responsible for any utility charges associated with the charging station.
- K. **Indemnification.** The requesting Lot Owner(s) upon receiving Final Approval, shall indemnify and hold the Association, the Board, its agents, members, residents and guests, harmless from any and all liability, including reasonable attorney's fees and costs, arising from the installation, maintenance, operation, and/or use of the electrical vehicle charging station.
- L. **Insurance.** The requesting Lot Owner(s) must obtain and maintain insurance of not less than \$1,000,000.00 covering claims and defenses of claims related to the installation, maintenance, operation and use of the electric vehicle charging station and provide a certificate of insurance naming the Association as an additional insured on the insurance policy for any claim related to the installation, maintenance, operation, or use of the electric vehicle charging station within fourteen (14) days after receiving the Association's approval to install such charging station.
- M. **Reimbursement.** The requesting Lot Owner(s) must agree to reimburse the Association for any increase in common expenses specifically attributable to the electrical vehicle charging station installation, including the actual cost of any increased insurance premium amount, within fourteen (14) days' notice from the Association.
- N. **Removal; Transfer Process.** If the Lot Owner(s) sell(s), or otherwise disposes of his or her Lot, the Board, in its discretion, may require that the electric vehicle charging station and all related equipment be removed prior to the sale of the Lot and all affected areas be restored to their original condition at the expense of the Lot Owner(s), unless the new Lot Owner(s) expressly excepts responsibility for the electric vehicle charging station.

In the event that the Lot is sold and the new Lot Owner(s) desire(s) to keep the electric vehicle charging station, he or she must execute and submit an Electrical Vehicle Charging Station Addendum to the Board no less than five (5) days prior to closing. The former Lot Owner(s) has/have sole responsibility to disclose to any

subsequent Lot Owner the existence of the electric vehicle charging station and the associated responsibilities and obligations.

- O. Revocable License. Approval of the installation of an electric vehicle charging station on any portion of the Common Area shall constitute a revocable license, which may be revoked at any time, with or without cause, upon written notice to the Lot Owner(s).

IV. APPROVED LOCATIONS

- A. Interior Mounted Equipment. If the proposed electrical vehicle charging station is to be installed within a dwelling, the application must include a complete Plan (if a new outlet will be installed) and Charging Station Documentation.

A Plan is not required for interior Level I chargers that will utilize existing outlets.

- B. Exterior Mounted Equipment. If the proposed electrical vehicle charging station is to be installed on the exterior of a dwelling, the application must include a complete Plan, Charging Station Documentation, and a specification/elevation/picture depicting the proposed location of the charger.

The following restrictions apply to all exterior mounted equipment:

- 1) All equipment must be secured to the exterior of a dwelling, no free-standing equipment is permitted.
- 2) No equipment may be installed on a wall shared with another dwelling.
- 3) All exterior equipment must fit within the space depicted in the specification/elevation provided with the application.
- 4) No wires or lines to the electric vehicle charging station may be above-ground or installed such that they constitute a trip hazard. Extension cords, hoses, or any portion of the EVCS shall not extend over the Common Area sidewalks, regardless of whether such cord, hose, or portion of the EVCS is enclosed in or covered by a safety mat. When not in use, all plugs, cords, cables, etc., shall be removed or neatly stored so they do not create any hazards.
- 5) The location of the electrical vehicle charging station is not a nuisance or hazard to pedestrians, residents, or other vehicles that park in the vicinity of the equipment.

IV. APPLICATION PROCESS

- A. Architectural Application Form. Any Lot Owner(s) desiring to install an electric vehicle charging station must first apply and obtain the written approval of the Board by completing and submitting an Application Form (attached as Exhibit A hereto) as well as an executed copy of the Revocable License Agreement (attached as Exhibit B hereto). The Lot Owner(s) shall also be responsible for paying for any processing fee charged by the Association's managing agent to review and process the Application.

The Application shall be reviewed within sixty (60) days of submission and will be either denied, deemed incomplete, or provisionally approved.

- B. Incomplete Applications. If an application is deemed incomplete by the Board, the Application is deemed denied, and the deficiencies will be identified to the applicant for correction.
- C. Provisional Approval. If the Board determines that the Application meets the standards set forth herein, the Board shall issue a notice of Provisional Approval. No work may commence until a Final Approval is obtained.
- D. Final Approval. Upon receipt of a Provisional Approval, the Lot Owner(s) must request and obtain any requisite permits required by Prince William County, Virginia. Upon receipt of the requisite building permit, the Lot Owner(s) must submit a copy of the same to the Board for issuance of a notice of Final Approval.
- E. Inspection. Upon completion of the installation, the Lot Owner(s) must submit a picture of the completed installation and proof of final approval from Prince William County, Virginia.

V. Enforcement

- A. The Association has the right to enforce this Resolution through the following:
 - 1. If for any reason the Association revokes permission for Lot Owner(s) to maintain an electric vehicle charging station on or under the Common Area by providing written notice to the Lot Owner(s), the presence of an electric vehicle charging station on or under the Common Area shall be deemed a trespass and may be removed by the Association and the cost of so doing assessed to the Lot Owner(s).
 - 2. After notice and an opportunity for a hearing, suspending the Lot Owner(s) rights to use Common Area.
 - 3. File a lawsuit in a court of competent jurisdiction against the Lot Owner(s) to obtain monetary and/or injunctive relief.

VI. VALIDATION OF RESOLUTION

If any clause, phrase, provision or portion of this Resolution is invalid or unenforceable under applicable law, such condition shall not affect, impair, or render invalid or unenforceable any other part of this Resolution.

ADOPTED May 23, 2025.

THE DALE CITY T-7B-1
HOMEOWNERS ASSOCIATION, INC.

By: Marilyn Burke
Marilyn Burke, President

Attest: Reuben Adams
Reuben Adams, Secretary

THE DALE CITY T-7B-1 HOMEOWNERS ASSOCIATION, INC.

Resolution Action Record

Resolution No, 2025-0001

Pertaining to: Electric Vehicle Charging Stations


Duly adopted at a meeting of the Board of Directors held May 23, 2025

Motion by: Marilyn Burke Seconded by: Paul Barr

VOTE:

	YES	NO	ABSTAIN	ABSENT
Marilyn Burke, President	<u>x</u>	_____	_____	_____
Gloria Johnson, V. President	<u>x</u>	_____	_____	_____
Paul Barr, Treasurer	<u>x</u>	_____	_____	_____
Reuben Adams, Secretary	<u>x</u>	_____	_____	_____
John Ryerse, Director	<u>x</u>	_____	_____	_____

ATTEST:


Reuben Adams, Secretary

5/23/2025
Date

Resolution effective: 5/23/2025

Exhibit B.

THE DALE CITY T-7B-1 HOMEOWNERS ASSOCIATION, INC.

Revocable Non-Exclusive License Agreement

This Agreement is made this _____ day of _____, 20____, by and between, _____, the Owner(s) of the Lot located at _____ (the "Lot"), within The Dale City T-7B-1 Subdivision ("Licensee(s)"), and The Dale City T-7B-1 Homeowners Association, Inc. ("Association").

WHEREAS, the Licensee(s) desires/desire to use a portion of the Association's Common Area, adjacent to the Lot, as depicted on the document attached hereto as Exhibit "A" (hereinafter referred to as "License Area"), for the purpose of installing and maintaining, at the Licensee's/Licensees' sole expense, an electric vehicle charging station (the "Approved Use"); and

WHEREAS, the Association agreed to permit use of the License Area for the Approved Use by the Licensee(s) and is willing to permit the limited use of the License Area, as depicted on Exhibit "A", subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration as noted below, the sufficiency of which is hereby acknowledged, the Association and Licensee(s) agree as follows:

1. Location. The License Area is a portion of the Common Area that has been designated through this Agreement for non-exclusive use by the Licensee(s).
2. Access to the Area. The Association retains unrestricted access to the License Area for inspection of the electric vehicle charging station.
3. Consideration. The Parties agree that the obligations recited and provided for under this Agreement collectively constitute substantial benefits to both Parties and are, therefore, adequate consideration for this Agreement.
4. Indemnification. The Licensee(s) shall indemnify, defend, and hold harmless the Association, its members, guests and invitees, and the Management Agent from and against all claims, liabilities, damages, losses and expenses (including reasonable attorneys' fees) of every kind and character resulting from, relating to, or arising out from the Approved Use or the electric vehicle charging station.
5. Inspection. The Association reserves the right to inspect, repair, remove or require replacement of any equipment installed pursuant to this Agreement which, in the opinion of the Association, poses or may possess a risk to persons or property, at Licensee's/Licensees' expense.
6. No liability for the Association. The Parties to this Agreement expressly acknowledge and agree that the Association shall not in any way be liable to the Licensee(s) or any third party with respect to the License Area or the use of any item of electric vehicle charging station.
7. Liability for Costs. The Parties to this Agreement expressly agree that the

Licensee(s) shall be responsible for paying all operational, installation and utility costs associated with the Approved Use, and that all electricity use will either be on a separate meter with the electric account in the Licensee's/Licensees' sole name(s). Licensee(s) shall also sign the contract for the charging station with an electrician and shall pay the cost of installation in full prior to any work being commenced.

8. **Revocable.** This license may be revoked by the Association upon thirty (30) days' notice delivered to the address set forth above. Upon such revocation, the Licensee(s), at their sole cost and expense, shall remove the electric vehicle charging station from the License Area and restore the License Area to its original condition. In the event that Licensee(s) fail to remove the electric vehicle charging station and restore the License Area to its original condition, the Association, in its discretion, may cause all equipment described herein, together with any replacements or additions thereto, to be removed from the License Area, at the expense and cost of the Licensee(s).
9. **Insurance.** Licensee(s) shall obtain and maintain, at all times, vehicle insurance in such amounts as are necessary and appropriate for an electric vehicle. Licensee(s) shall also obtain and maintain, at all times, insurance coverage of no less than \$1,000,000.00 covering claims related to the installation, maintenance, operation, or use of the electric vehicle charging station and include the Association as a named insured on such policy, proof thereof to be provided to the Association within fourteen (14) days of installation.
10. **Cost of Litigation.** In the event that it shall become necessary for the Association to initiate legal action or engage the services of an attorney to protect its rights hereunder, the Licensee(s) agree/agrees to reimburse the Association its costs and reasonable attorneys' fees.
11. **Sale of Lot.** If the Licensee(s) sells or disposes of their Lot, the Association may request that the electric vehicle charging station and all related equipment be removed and all affected areas be restored to their original condition. In the event that the Lot is sold or disposed of and the new Lot Owner(s) desire(s) to keep the equipment, the new Lot Owner(s) shall sign a new version of this Revocable License Agreement within five (5) days following closing. The Licensee(s) takes sole responsibility and agrees to disclose to any subsequent Lot Owner(s) the existence of the electric vehicle charging station and the concordant responsibilities.
12. **Applicable Law.** The Parties agree that the laws of the Commonwealth of Virginia shall apply to and shall govern the provisions of this Agreement and that the courts of the Commonwealth of Virginia have jurisdiction for the purposes of resolving disputes by and between the Parties.
13. **Binding Provision.** This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties hereto. This Agreement shall be maintained in the Lot file for this Lot and shall be disclosed in the resale certificate for any prospective sale of the Lot, so the Lot Owner(s) and prospective buyer are aware that the issues noted herein must be addressed during the purchase process.
14. **Recordation.** The Association, in its discretion, may record a copy of this Agreement so that it is in the chain of title for the Lot, with the obligations set forth herein to run with the land and buy the Lot Owner(s) and all successors in interest or title to the

Lot.

IN WITNESS WHEREOF, the parties have hereto set their hands on the date first written.

Printed Name Licensee

Signature

Dale City Section T-7B-1 Homeowners Association, Inc.

By:

, President

Signature

Exhibit A.

THE DALE CITY T-7B-1 HOMEOWNERS ASSOCIATION, INC.

Application for installation of an electric vehicle charging station.

Name of Applicant(s): _____

Lot Address: _____

Mailing Address: _____
(if different from Lot address)

Telephone Number: _____

E-Mail Address: _____

Parking Space Number: _____
(if applicable)

In order to process the Application, the following information must be attached:

1. Architectural Application Form (if required):
2. Plan (if required):
3. Charging Station Documentation:
4. Electric Charging Station Application Fee (\$____):

The Applicant(s) acknowledges/acknowledge receipt a copy of the Policy for Electric Vehicle Charging Stations, read and understands the Policy, and accepts all provisions, conditions, and responsibilities contained therein in its entirety.

Printed Name of Applicant 1

Signature

Printed Name of Applicant 2

Signature

Date of Submission: _____

For Board of Directors / General Manager Use Only

Date Application Received: _____

Date Applied Approved: _____