

LONGHILL GATE HOMEOWNER'S ASSOCIATION, INC.

POLICY RESOLUTION NO. 2022 -

Electric Vehicle Charging Station Policy

WHEREAS, Article VI, Section 1(c) of the Bylaws for Longhill Station Homeowner's Association, Inc. ("Bylaws") provides that the Board of Directors with the power to adopt, publish, amend and enforce rules and regulations governing the use of Common Area; and

WHEREAS, Article 5 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Longhill Gate requires Owners to submit any improvement that will alter the exterior of the Owner's Lot; and

WHEREAS, Article 7.16 of the Longhill Declaration empowers the Board of Directors to adopt, amend, enforce and repeal rules and regulations which restrict and regulate the use and enjoyment of the Property, including the Lots and Common Area in Longhill Gate; and

WHEREAS, Va. Code Ann. §55.1-1823.1(A) of the Virginia Property Owners' Association Act ("Act") permits the Association to 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 the Owner; and

WHEREAS, Va. Code Ann. §55.1-1823.1(B) of the Act allows the Association to prohibit or restrict installation of electric vehicle charging stations on the Common Area; and

WHEREAS, Va. Code Ann. §55.1-1823.1(C) of the Act provides that Owners installing electric vehicle charging stations shall be required to indemnify and hold the 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; and

WHEREAS, Va. Code Ann. §55.1-1823.1(C) of the Act further provides that the Association may require an Owner to obtain and maintain insurance and name the Association as a named insured covering claims and defenses of claims related to the installation, maintenance, operation, or use of the electric vehicle charging.

WHEREAS, the Board deems it desirable and in the best interest of the community to provide a process for Owners to install and maintain an electric vehicle charging station as set forth in this policy.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts the following Rules and Regulations with respect to the use of electric vehicle charging stations in Longhill Gate.

1. Common Areas. Installation of an electric vehicle charging station by an Owner on the Common Areas, including the parking areas, is prohibited. Placing an electrical cord across or over the Common Areas for purposes of charging an electric vehicle from the Owner's home is permitted subject to the following requirements:

- (a) Application: Approval Process. An Owner who wants to place an electrical cord across or over the Common Area shall submit a written request to the Board. The request must include information on when the cord will be used, the size of the cord, and the Owner's proposal to mitigate any tripping hazard posed by the cord. The application shall include a photo of the cord and the location of the area where the cord will be. The application form is attached hereto as Exhibit "A".
- (b) Indemnification and Insurance. Owner shall indemnify and hold the Association harmless from all liability related to the Owner's use of the Common Area as related to installation, maintenance, use, operation, or removal of the electric vehicle charging station, including without limitation, any damage, injury, death, cause of action, judgment, suit, fine, any other expense, and any reasonable attorney fees incurred by the Association. Owner shall obtain and maintain insurance covering claims and defenses of claims related to the installation, maintenance, operation, use or removal of the electric vehicle charging station in the following amount: \$500,000.00, and name the Association as an additional insured. Owner shall provide a certificate of insurance to the Association within 14 days after receiving approval to place an electrical cord across or over the Common Area to use the Owner's electricity or electric vehicle charging station, and prior to engaging in charging the electric vehicle.
- (c) Agreement. Owner shall execute an Insurance and Indemnification Agreement to be kept on file with the Association. See Exhibit "B" attached hereto.

2. Lots. Installation of an electric vehicle charging station by an Owner on their Lot is permitted subject to the following requirements:

- (a) Application: Approval Process. An Owner who wants to install an electric vehicle charging station on their Lot shall submit a written request to the Board. The request must include detailed plans and drawings for installation of an electric vehicle charging station prepared by a licensed and registered contractor or engineer familiar with the installation and core requirements of an electric vehicle charging station, showing the location of the electric vehicle charging station, a photo of the proposed electric vehicle charging station, and the location of any wires or lines. The application form is attached hereto as Exhibit "A".
- (b) Zoning and Safety Standards. Owner shall comply with applicable zoning codes or recognized safety standards in the proposed installation, such as, but not limited to: ensuring that no wires or lines to the electric vehicle charging station are above-ground; that the location of the electrical vehicle charging station is not a nuisance to adjacent Owners or other residents.
- (c) Compliance with Architectural Standards. Owner shall comply with reasonable architectural or other standards adopted by the Association or required by the Board in the approval process that govern the dimensions, placement, or external appearance of the electric vehicle charging station.
- (d) Electricity Costs. The electric vehicle charging station shall be linked to the Owner's home

electrical service at the sole cost and expense of the Owner, and all utility charges related to the Owner's electric vehicle charging station shall be at the sole cost and expense of the Owner.

- (e) Installation. Installation of the approved electric vehicle charging station shall be by a licensed electrician or engineer familiar with the installation and core requirements of an electric vehicle charging station. If any Common Area is damaged during the installation process, the Owner shall be responsible for reimbursing the Association for the costs incurred to remedy the damages with such payment being made by Owner within 15 days of being invoiced by the Association.
- (f) Maintenance. The electric vehicle charging station and all related components, including but not limited to any meters, junction boxes, cables, conduits and wiring are the sole responsibility of the Owner to maintain and repair, and Owner shall cause the same to be kept in a good, safe and neat condition.
- (g) Indemnification and Insurance. Owner shall indemnify and hold the Association harmless from all liability related to the installation, maintenance, use, operation, or removal of the electric vehicle charging station, including without limitation, any damage, injury, death, cause of action, judgment, suit, fine, any other expense, and any reasonable attorney fees incurred by the Association. Owner shall obtain and maintain insurance covering claims and defenses of claims related to the installation, maintenance, operation, use or removal of the electric vehicle charging station in the following amount: \$500,000.00, and name the Association as an additional insured. Owner shall provide a certificate of insurance to the Association within 14 days after receiving approval to install the electric vehicle charging station, and prior to commencing installation.
- (h) Agreement. Owner shall execute a Maintenance, Insurance and Indemnification Agreement to be recorded in the Clerk's Office of the Circuit Court for James City County, Virginia. See attached Exhibit "C"
- (i) Removal. If the Owner decides to remove the electric vehicle charging station, the Owner shall provide written notice to the Association at least 7 days prior to such removal. The Owner shall remove and properly dispose of all equipment and wiring associated with the electric vehicle charging station and restore the area to the condition that existed prior to the installation of the electric vehicle charging station. If the Owner fails to comply with this policy or fails to properly maintain the electric vehicle charging station as required herein and in accordance with the industry standard, the Board may revoke the Owner's permission to have the electric vehicle charging station and require the Owner to remove the electric vehicle charging station and restore the area as stated above upon 15 days written notice to Owner with such removal and restoration to be at the sole cost and expense of the Owner.
- (j) Transfer Process. If the Owner sells, or otherwise disposes of their 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 Owner, unless the new Owner accepts an express transfer of all obligations for the charging station. In the event the Lot is sold and the new Owner desires to keep the electric vehicle charging station, the Board must approve such transfer. To complete the transfer process, the new Owner is required to acknowledge and sign a new maintenance covenant agreement no less than five (5) days prior to closing. The former

Owner has sole responsibility to disclose to any subsequent Owner the existence of an electric vehicle charging station and the associated responsibilities and obligations.

This Policy was approved by the Board of Directors at a duly called Board Meeting on November 1, 2022.

The effective date of this Policy is November 1, 2022.



President

EXHIBIT "A"

LONGHILL GATE HOMEOWNER'S ASSOCIATION, INC.

Request for the Installation of an Electric Vehicle Charging Station or Use of
Common Area for Charging Cord

Name of Applicant(s): _____

Lot Address: _____

Mailing Address: _____
(if different from Lot address)

Telephone Number: _____

E-Mail Address: _____

In order to process the Request for the Installation of an Electric Vehicle Charging Station, the following information must be attached:

1. Detailed plans and drawings for installation of an electric vehicle charging station prepared by a licensed and registered contractor or engineer familiar with the installation and core requirements of an electric vehicle charging station, showing the location of the electric vehicle charging station, a photo of the proposed electric vehicle charging station, and the location of any wires or lines.
2. Name and qualifications of installation contractor or engineer.

In order to process the Request to Permit the Use of Common Area for placement of a cord from the Owner's home to their electric vehicle for charging purposes, the following information must be attached:

1. Information on the intended use to include when the cord will be used, the size of the cord, and the Owner's proposal to mitigate any tripping hazard.
2. Photo of the cord, and how it will be placed across or over the Common Area.

The Applicant has received a copy of the Policy for Electric Vehicle Charging Stations, has read and understands the Policy, and accepts all provisions, conditions, and responsibilities contained therein in its entirety. All Owners of the Lot must sign this Request.

Printed Name of Owner

Signature

Printed Name of Owner

Signature

Date of Submission: _____

For Board of Directors / Manager Use Only

Date Application Received: _____

Date Application Approved: _____

EXHIBIT "B"

LONGHILL GATE HOMEOWNER'S ASSOCIATION, INC.
INSURANCE AND INDEMNIFICATION AGREEMENT

This Insurance and Indemnification Agreement ("Agreement") is made this ____ day of _____, 20__ by _____, Owner, whose address is _____.

WHEREAS, the Owner has submitted a request to use the Common Area to place an electrical cord for the purpose of charging their vehicle(s) located in the parking lot, which is Common Area owned by Longhill Gate Homeowner's Association, Inc. (the "Association"); and

WHEREAS, the Association's Board of Directors ("Board"), has approved the Owner's request subject to compliance with the Association's Electric Vehicle Charging Station Policy and Virginia Code Ann. § 55.1- 1823.1 of the Virginia Property Owners' Association Act, including the execution of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner agrees as follows:

1. Location. The cord shall be placed across or over the Common Area in accordance with the approved Request on file with the Association. The Owner shall use the equipment in a safe manner and shall not interfere with the rights of others.
2. Maintenance. The Owner, at their sole cost and expense, shall maintain, repair and replace the cord as necessary to assure safety and Owner shall cause the same to be kept in a good, safe and neat condition.
3. Indemnification. The Owner indemnifies and holds the Association, its members, directors, officers, and agents from all liability related in any way to the use of the Common Area for the placement of an electric cord across or over the Common Area, including without limitation, any damage, injury, death, cause of action, judgment, suit, fine, any other expense, and any reasonable attorney fees incurred by the Association.
4. Inspection. The Association reserves the right to inspect, repair, remove or require replacement of any equipment used pursuant to this Agreement which, in the opinion of the Association, poses or may possess a risk to persons or property, or is not compliant with the Association's Electric Vehicle Charging Station Policy or industry standards at Owner's expense.
5. Revocable. The Association's approval may be revoked in accordance with the Association's Electric Vehicle Charging Station Policy, provided however, that the terms and conditions of paragraph 3 above shall survive any revocation or removal of the Owner's electrical charging cord.
6. Insurance. Owner shall obtain and maintain insurance covering claims and defenses of claims related to the Owner's use of the Common Area for placement of an electrical charging cord, in the following amount: \$500,000.00, and name the Association as an additional insured. Owner shall provide a certificate of insurance to the Association within

14 days after receiving approval to install the electric vehicle charging station, and prior to commencing installation.

7. Cost of Litigation. In the event that it shall become necessary for the Association to initiate any legal action or engage the services of an attorney to protect its rights hereunder, the Owner shall reimburse the Association its costs and reasonable attorneys' fees as incurred by the Association.
8. 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 in James City County, Virginia have jurisdiction for the purposes of resolving disputes by and between the parties.
9. 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 Owner's file.

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

Owner(s):

Signature

Printed Name: _____

Signature

Printed Name: _____

EXHIBIT "C"

Prepared by and Return to:
Susan B. Tarley, Esquire
VSB No. 28896
Tarley Robinson, PLC
4801 Courthouse Street, Suite 122
Williamsburg, Virginia 23188

Parcel Id No. _____

MAINTENANCE, INSURANCE AND INDEMNIFICATION
AGREEMENT

This Maintenance, Insurance and Indemnification Agreement ("Agreement") is made this _____ day of _____, 20____, by and between, _____, ("Owner") to be indexed as Grantor, and Longhill Gate Homeowner's Association ("Association"), to be indexed as Grantee.

WHEREAS, the Owner has submitted a request to install an electric vehicle charging station on Owner's Lot commonly identified as Lot _____, Section _____, Longhill Gate with an address of _____, Williamsburg, Virginia 23188; and

WHEREAS, the Association's Board of Directors ("Board"), has approved the Owner's request subject to compliance with the Association's Electric Vehicle Charging Station Policy and Virginia Code Ann. § 55.1- 1823.1 of the Virginia Property Owners' Association Act, including the execution and recording of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association and Owner agree as follows:

1. Location. The electric vehicle charging station shall be installed in accordance with the approved Request on file with the Association. Equipment shall be installed and used properly and safely.
2. Maintenance. The Owner, at their sole cost and expense, shall maintain, repair and replace the electric vehicle charging station and all related components, including but not limited to any meters, junction boxes, cables, conduits, and Owner shall cause the same to be kept in a good, safe and neat condition.
3. Indemnification. The Owner indemnifies and holds the Association, its members, directors, officers, and agents from all liability related in any way to the installation, maintenance, use, operation, or removal of the electric vehicle charging station, including without limitation, any damage, injury, death, cause of action, judgment, suit, fine, any other expense, and any reasonable attorney fees incurred by the Association.
4. 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, or is not compliant with the Association's Electric Vehicle Charging Station Policy or industry standards at Owner's expense.
5. Revocable. The Association's approval may be revoked in accordance with the Association's Electric Vehicle Charging Station Policy, provided however, that the

terms and conditions of paragraph 3 above shall survive any revocation or removal of the Owner's electric vehicle charging station.

6. Insurance. Owner shall obtain and maintain insurance covering claims and defenses of claims related to the installation, maintenance, operation, use or removal of the electric vehicle charging station in the following amount: \$500,000.00, and name the Association as an additional insured. Owner shall provide a certificate of insurance to the Association within 14 days after receiving approval to install the electric vehicle charging station, and prior to commencing installation.
7. Cost of Litigation. In the event that it shall become necessary for the Association to initiate any legal action or engage the services of an attorney to protect its rights hereunder, the Owner shall reimburse the Association its costs and reasonable attorneys' fees as incurred by the Association.
8. Sale of Lot. If Owner sells or disposes of their Lot, the Board may request, at its discretion, 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 the Lot is sold or disposed of and the new owner(s) desire(s) to keep the equipment, and the Board approves such transfer, the new owner shall sign a new version of this Agreement within five (5) days following closing. The Owner takes sole responsibility and agrees to disclose to any subsequent new owner the existence of any electric vehicle charging station and its associated responsibilities.
9. 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 in James City County, Virginia have jurisdiction for the purposes of resolving disputes by and between the parties.
10. 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 disclosure packet for any prospective sale of the Lot.
11. Recordation. This Agreement shall be recorded in the Clerk's Office of the Circuit Court for James City County, Virginia at the expense of the Owner who shall reimburse the Association for such costs.

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

SIGNATURE PAGES FOLLOW

Owner(s):

Signature

Printed Name:

Signature

Printed Name:

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF _____, TO-WIT:

The foregoing Agreement was acknowledged before me by _____
_____ this _____ day of _____, 20__.

Notary Public

PLACE STAMP OR SEAL HERE

Expiration

Date:

LONGHILL GATE HOMEOWNER'S
ASSOCIATION, INC.

BY:

President

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF _____, TO-WIT:

The foregoing Agreement was acknowledged before me by
_____, President of Longhill Gate Homeowner's Association
this ____ day of _____, 20__.

Notary Public

PLACE STAMP OR SEAL HERE

Expiration

Date: _____