

ROLLING RIDGE CONDOMINIUM ASSOCIATION

Policy On Electric Vehicle (EV) Charging Stations

1. Purpose and Background

The purpose of this policy is to establish procedures and conditions under which a unit owner may request permission to install an electric vehicle (EV) charging station within the Rolling Ridge Condominium.

The Association recognizes the growing demand for EV charging infrastructure and supports responsible installations that comply with applicable laws, do not burden the common elements, and protect the Association and other owners from liability and expense.

2. Legal Authority

This policy is adopted pursuant to § 55.1-1962.1 of the Virginia Condominium Act. which

All parking spaces at Rolling Ridge are common elements assigned for the use of designated units, but are not deeded or limited common elements. As such, the Association retains ownership and control of the spaces, and all modifications to the common elements require prior written approval from the Board of Directors.

3. General Rule

A unit owner may request to install an EV charging station only in the parking space currently assigned to their unit. No installation shall proceed without prior written approval from the Board of Directors. A maximum of one (1) EV charging station will be permitted to be installed per unit.

4. Owner Responsibility

Any owner approved to install an EV charging station shall:

1. Bear all costs associated with installation, operation, maintenance, insurance, repair, removal, and restoration of the affected area.
2. Obtain all necessary permits, inspections, and code approvals, and submit copies to the Association.
3. Use electricity from the owner's individual meter; no power may be drawn from the common-area electrical system.
4. Provide an engineering plan showing conduit routing, trenching (if applicable), load calculations, and meter connection.
5. Provide proof of insurance covering the charging station, naming the Association as an additional insured, and maintain such coverage throughout the life of the installation.

6. Indemnify and hold harmless the Association, its directors, officers, agents, and members from any claims, damages, or losses arising from the installation, operation, or removal of the station.
7. Comply with all applicable laws, codes, and standards, including those of Loudoun County, Dominion Energy, and any relevant fire or building authorities.
8. Remove the charging station and restore the space to its prior condition at the owner's sole expense if:
 - The unit is sold,
 - The assigned parking space is changed or revoked by the Association, or
 - The Board determines removal is necessary for maintenance or safety reasons.

5. **Application Procedure**

A unit owner seeking approval shall submit to the Board or Managing Agent:

1. A written application identifying the assigned space to be modified.
2. Plans and specifications prepared by a licensed contractor or engineer.
3. Evidence of insurance coverage meeting Section 4(5).
4. Copy of the permit applications or approvals from the County, if applicable.
5. A signed Owner Acknowledgment and Indemnity Agreement (to be provided by the Association).

No work may commence until the Board issues written approval.

6. **Board Review and Conditions**

Applications need to address and will be reviewed for technical feasibility, safety, design, location, code compliance, and impact to and protection of the common elements and the Association's interests. Charger placement, location, and design aesthetic will be carefully considered. Approval may be granted, conditioned, or denied based on any of these criteria. Approvals may include additional conditions, such as:

- Location of conduit or trenching paths;
- Bond or deposit to ensure restoration;
- Time limits for completion of work;
- Provisions for inspection by the Association's engineer.

If approval is granted, the unit owner is responsible for maintaining the EV charging station and related equipment in good order and condition. If the EV charging station and its equipment are not properly maintained, come into a state of disrepair, or constitute a hazard, the EV charging station is subject to removal, with the unit owner being responsible for removal costs.

7. **Common Element Rights Reserved**

All installations shall be considered temporary licenses to modify and use a portion of the common elements. The Board retains the right to:

- Access, repair, or maintain the common elements in the vicinity of the installation;
- Require removal or relocation at the owner's expense; and
- Adopt future amendments or a community-wide EV charging program superseding individual approvals.

8. **Enforcement**

Failure to comply with this policy or any conditions of approval shall constitute a violation of the condominium instruments and may result in:

- Suspension or revocation of approval;
- Removal of the charging equipment by the Association at the owner's expense;
- Imposition of sanctions and recovery of attorney's fees as authorized by the Bylaws and Virginia law.

9. **No Obligation of the Association**

The Association is not responsible for:

- Installation costs or maintenance of any EV charging station.
- Electricity usage or metering;
- Damage, vandalism, or theft involving the station; or
- Any warranty or performance issues related to the equipment.

10. **Effective Date and Amendments**

This policy takes effect upon adoption by the Board of Directors.

11. **Prohibition on Extension Cords and Improper Charging Methods**

1. **Use of Extension Cords Prohibited –**

No unit owner, resident, or guest may charge or attempt to charge an electric vehicle by running a power cord, extension cord, or any other electrical connection from a unit or building to a vehicle parked outside, including across sidewalks, lawns, drive aisles, or any portion of the common elements.

2. **Safety and Aesthetic Concerns –**

Such practices present safety hazards, create potential tripping risks, and detract from the appearance of the community. Any such cords or devices may be removed by the Association without notice if they present an immediate safety risk.

3. **Liability for Damages –**

Any owner who violates this section shall be responsible for all damages or injuries

resulting from the prohibited installation or use, and the Association may assess all related costs against the responsible owner as a specific assessment.

4. **Approved Charging Only** –

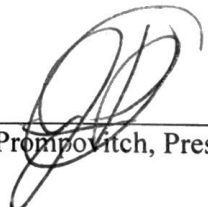
Only EV charging stations installed in compliance with this Policy and expressly approved in writing by the Board may be used to supply power to any vehicle within the Condominium.

5. **Proper Use** –

Electric vehicle engines must be turned off while connected to a charging equipment. The presence of open gasoline, motor oil and other hazardous, explosive or flammable materials are strictly prohibited within 50 feet of EV charging equipment. Owners must maintain proper fire extinguishers/suppression near the vehicle at all times when it is charging, at least “Class C” rated (for electrical fires), but preferably “Class D” rated (specific to lithium-ion batteries). Charging cables cannot be frayed.

The Board may amend, supplement, or replace this policy as technology, costs, or legal requirements evolve.

Adopted by the Board of Directors on __October 7, 2026__



Justin Prompovitch, President

EXHIBIT A

Owner Acknowledgment and Indemnity Agreement (Summary of Key Terms)

(To be executed by any approved applicant)

1. The owner acknowledges the charger is installed on Association property and may be removed if parking assignments are changed.
2. The owner agrees to indemnify and hold harmless the Association.
3. The owner will maintain insurance naming the Association as an additional insured.
4. Upon sale or reassignment of the parking space, the owner shall remove the charger and restore the area.
5. The approval does not confer any ownership interest in the parking space.

By: _____

Name: _____

Unit Address: _____

Date: _____

EXHIBIT B

EV Charging Station Transfer and Assumption Agreement

(To be executed by the purchaser/new unit owner when an existing approved EV charging station will remain following the sale of a unit)

The undersigned purchaser/new unit owner acknowledges that an electric vehicle (EV) charging station associated with the unit has been installed on Association common elements pursuant to the Rolling Ridge Condominium Association Policy On Electric Vehicle (EV) Charging Stations (the "Policy"). By signing below, the purchaser/new unit owner agrees as follows:

1. I acknowledge that I have received, read, and understand the Policy and agree to comply with all of its requirements and conditions.
2. I accept ownership of and full responsibility for the EV charging station and all related equipment effective upon my acquisition of the unit, including all costs associated with its operation, maintenance, repair, insurance, removal, and restoration of the affected area.
3. I agree to maintain the insurance required by the Policy, including naming the Association as an additional insured, and to indemnify and hold harmless the Association, its directors, officers, agents, and members as required by the Policy.
4. I acknowledge that the EV charging station is installed on Association common elements and that this transfer does not create any ownership interest in the assigned parking space or any other portion of the common elements. The Association retains all rights reserved under the Policy.
5. I understand that I am responsible, at my sole expense, for removal of the EV charging station and restoration of the affected area if the assigned parking space is changed or revoked, if the Board requires removal for maintenance or safety reasons, or upon a future sale unless the charging station is conveyed to the next purchaser/new unit owner and that person executes Exhibit B.
6. I understand that this transfer does not authorize any alteration, relocation, replacement, or other modification of the approved installation. Any such change remains subject to the approval requirements of the Policy.
7. By signing this Agreement, I assume all responsibilities and obligations applicable to an owner under the Policy as though I were the original approved applicant.

Unit Address: _____

Assigned Parking Space: _____

New Owner Signature: _____

Printed Name: _____

Date: _____