

BEACON HILL HOMEOWNERS' ASSOCIATION, INC.

POLICY RESOLUTION NO. 2022 - ____

Electric Vehicle Charging Station Policy

WHEREAS, Article 3, Section 3.2 of the Bylaws for Beacon Hill Homeowners' Association, Inc. ("Bylaws") provides that the Board of Directors shall have all of the powers, duties, and authority vested in or delegated to Beacon Hill Homeowners' Association, Inc. ("Association"), not previously reserved to the membership by the Association's governing documents;

WHEREAS, Article 3, Section 3.1 of Bylaws provides that the Board of Directors ("Board") shall manage the affairs of the Association;

WHEREAS, Article V, Section 1 of the Association's Declaration of Protective Covenants and Conditions ("Declaration") obligates the Association to be responsible for the management and control of the Common Areas;

WHEREAS, Article IV, Section 1 of the Declaration requires Lot Owners wishing to build or maintain any structure upon the Lots or Common Areas to submit plans and specifications for such structure for approval in writing by the Board;

WHEREAS, Article X, Section 3 of the Declaration grants Lot Owners an easement in common with each other Owner for ingress and egress through all Common Areas, subject to the reasonable rules, regulations, and restrictions as may be imposed by the Association.

WHEREAS, Article X, Section 6 of the Declaration empowers the Board to grant easements, permits, or licenses to private companies and/or contractors upon, over, and under all Association properties for the installation, replacement, repair, and maintenance of utilities, such as electricity, or for any service as needed for the best interest of the Association;

WHEREAS, Article VIII, Section 3(11) of the Declaration provides that the Association has the power to adopt rules and regulations that it deems in the best interest of the Association properties, and Article 2, Section 2.1 and Article 3, Section 3.2 of the Bylaws delegate this power and the enforcement thereof to the Board of Directors.

WHEREAS, §55.1-1823.1(B) of the Virginia Property Owners' Association Act ("Act") allows the Association to "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, §55.1-1823.1(C) of the Act provides that Lot owners installing electric vehicle charging stations shall be required to indemnify and hold the association harmless from all liability; that said owners may be required to obtain and maintain insurance and name the Association as a named insured; and that said owners shall be responsible for any reasonable attorneys' fees that may be incurred by the Association arising from a claim relating to the installation and operation of the charging stations;

WHEREAS, with plug-in electric vehicles becoming more readily available to and popular with consumers, and the demand for electric charging stations increasing, the Board deems it desirable and in the best interest of the community to provide a process for lot owners to install and maintain an Electric Vehicle Charging Station (“EVCS”), subject to the enclosed Maintenance Covenant Agreement; and

WHEREAS, the Association’s Board desires to preserve the integrity of the Parking Areas and Common Areas and ensure that the installation, ownership, maintenance and removal of Owner’s EVCS equipment and associated apparatus do not create a nuisance or safety concern, and/or impose an unreasonable burden upon the Association or the Association’s residents.

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.

An individual Lot Owner who desires to install a charging station for a personal electric vehicle must comply to the following:

1. **Application; Approval Process.** The Lot Owner shall submit a request to the Board, on their own behalf or on the behalf of their tenant, requesting the installation of an electric vehicle charging station. The request must include specifications of the type of electric vehicle charging station (“EV Charging Station”) to be installed.

The Board will review the request, and, if approved, the Board will notify the Lot Owner of such approval. As a condition of applying for and approving the installation, the Board requires that the Lot Owner:

- a. Provide detailed plans and drawings for installation of an EV Charging Station prepared by a licensed and registered contractor or engineer familiar with the installation and core requirements of an electric vehicle charging station.
- b. 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 EV Charging Station are above-ground or are otherwise installed such that they become a tripping hazard; and that the location of the EV Charging Station is not a nuisance or hazard to pedestrians, other residents or other vehicles that park in the vicinity of the equipment.
- c. Comply with reasonable architectural or other standards adopted by the Association that govern the dimensions, placement, or external appearance of the EV Charging Station.
- d. Pay the costs of installation, maintenance, operation, and use of the EV Charging Station.
- e. Indemnify and hold the Association harmless from any claim made by a contractor or supplier related to the EV Charging Station.
- f. Pay the cost of removal of the EV Charging Station and restoration of the area if the Lot Owner decides there is no longer a need for the electric vehicle charging station or the Association for reasonable cause withdraws its approval for the EV Charging Station.

- g. Pay the cost of the electricity of the EV Charging Station by linking it to the Lot Owner's home electrical supply, or, if applicable, separately meter, at the unit owner's sole expense, the utilities associated with such EV Charging Station and pay the cost of electricity and other associated utilities.
 - h. Engage the services of a licensed electrician or engineer familiar with the installation and core requirements of an electric vehicle charging station to install the EV Charging station.
 - i. Obtain and maintain insurance covering claims related to the installation, maintenance, operation, and use of the electric vehicle charging station and provide a certificate of insurance confirming said coverage and related indemnity within 14 days after receiving the Association's approval to install such charging station.
 - j. Reimburse the Association for any increase in common expenses specifically attributable to the electric vehicle charging station installation, including the actual cost of any increased insurance premium amount, within 14 days' notice from the Association.
2. **Installation Process.** The installation of the charging station must be performed by a licensed contractor and comply with local safety requirements. The Lot Owner accepts responsibility for any damage done to the Common Area, parking spaces, and/or surrounding Lots that occurs during the installation process.
3. **Metered Utility Charges.** The charging station should be directly connected to the electrical power supply of the Lot Owner's home. If an alternate power source is agreed to between the Association and Lot Owner, the EV Station 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 at his or her sole expense. The Lot Owner shall be personally responsible for all charges incurred by his or her tenant related to the charging station. The Association shall not be responsible for any utility charges associated with the charging station.
4. **Indemnification.** The Lot Owner, upon installation of the charging station, shall be responsible for and shall indemnify and hold harmless the Association, the Board, and the Managing Agent and its employees from and against any and all liabilities, claims, damages, losses, costs, fees and expenses associated with the charging station, including but not limited to its design, permitting, equipment, installation, maintenance, operation, repair, replacement, meter billing and removal.
5. **Responsibility for Costs.** All costs, including but not limited to design, permits, equipment, installation, inspection, maintenance, operation, electricity and any required deposits, are the sole responsibility of the Lot Owner. The Association shall not be responsible for any costs associated with the charging station.
6. **Maintenance and Repair Responsibilities.** The charging station and all related components, including but not limited to any meters, junction boxes, cables, conduits and wiring associated with providing electricity to the EV Charging Station are the sole responsibility of the Lot Owner to maintain and repair. The Association is not responsible for any maintenance and repair costs associated with the charging station.

Failure to maintain the EVCS equipment in an industry-standard condition may result in the Board revoking the Lot Owner's permission to install the charging station and requiring the Lot Owner to remove the charging station and related equipment from the premises. All such costs associated with removal of the Electric Vehicle Charging Station will be the sole responsibility of the Lot Owner.

7. **Removal: Transfer Process.** If the Lot Owner sells, or otherwise disposes of, his or her Lot, the Board, in its discretion, may require that the 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, unless the new Owner accepts an express transfer of all obligations for the charging station.

In the event that the Lot is sold and the new Owner(s) desire(s) to keep the EVCS equipment, 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 Lot Owner has sole responsibility to disclose to any subsequent Owner the existence of an electric vehicle charging station and the associated responsibilities and obligations.

EFFECTIVE DATE OF RESOLUTION: _____, 2022.

BEACON HILL HOMEOWNERS' ASSOCIATION

Request for the 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 Request, the following information must be attached:

1. Specifications of the electric vehicle charging station to be installed.

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.

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: _____

BEACON HILL HOMEOWNERS' ASSOCIATION

MAINTENANCE COVENANT AGREEMENT

This Agreement is made this _____ day of _____, 20____, by and between, _____, the Owner(s) of the Lot located at _____, within Beacon Hill Homeowners' Association ("Licensee"), and **Beacon Hill Homeowners' Association** ("Association").

WHEREAS, the Licensee desires the exclusive use of a specific portion of the Association's Common Area, adjacent to 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 sole expense, an Electric Vehicle Charging Station, which includes Electric Vehicle Equipment such as an electrical outlet of 220 volts, or such other voltage suitable for charging an electric vehicle ("Approved Use");

WHEREAS, the Association's Board of Directors ("Board"), pursuant to § 55.1-1823.1(B) of the Virginia Property Owners' Association Act, the Association 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, pursuant to § 55.1-1823.1(C) of the Virginia Property Owners' Association Act, "any lot owner installing an electric vehicle charging station shall 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. 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 Board has agreed to permit use of the License Area for the Approved Use by the Licensee and is willing to permit the exclusive limited use of the License Area, as depicted on Exhibit "A", subject to the terms and conditions set forth herein; and

WHEREAS, it is in the best interest of all parties to agree on the parameters for the use and maintenance of the Electric Vehicle Equipment; and

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

1. **Location.** The Electric Vehicle Equipment located near Lot No. _____ is a portion of the Association's Common Area that has been designated through this Agreement for the exclusive use by Owner(s).
2. **Access to the Area.** The Association is granted unrestricted access to Common Area next to Lot No. _____ for maintenance and/or inspection of the Electric Vehicle Equipment and/or adjacent Common Area.

3. Consideration. This license is expressly given to the Licensee for the consideration of the mutual promises and covenants contained herein.
4. Indemnity. The Licensee represents and warrants to the Association that all Electric Vehicle Equipment used in the License Areas shall be installed and used properly and safely. The Licensee further agrees to indemnify and defend the Association, its directors, officers, agents, employees, and members from any and all loss or expenditure that may result from the presence and use of any and all Electric Vehicle Equipment in the License Area (including, for example, any damage to persons or property relating in any way to the charging of the electric vehicle).
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 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 or any third party with respect to the License Area or the use of any item of Electric Vehicle Equipment in the License Area.
7. Liability for Costs. The parties to this Agreement expressly agree that the Licensee 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 sole name. Licensee shall also sign the contract for the charging station with an electrician approved by the Association and shall pay the cost of installation in full prior to any work being commenced.
8. Revocable. The within granted license may be revoked by the Association upon 30 days prior notice or demand by communicating with the Licensee, at the address set forth hereinabove. Upon such termination, the Association, in its discretion, shall 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.
9. Insurance. Licensee shall obtain and maintain, at all times, vehicle insurance in such amounts as are necessary and appropriate for an electric vehicle. Licensee shall also obtain and maintain, at all times, insurance coverage 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 any legal action or engage the services of an attorney to protect its rights hereunder, the Licensee agrees to reimburse the Association its costs and reasonable attorneys' fees engendered thereby.
11. Sale of Lot. If the Licensee later sells or disposes of his or her Lot, the Board may request, at its discretion, that the 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 owner(s) desire(s) to keep the equipment, and the Board approves

such transfer, the new owner shall sign a new version of this Maintenance Covenant Agreement within five (5) days following closing. The Licensee takes sole responsibility and agrees to disclose to any subsequent new owner the existence of any electric vehicle charging station and its associated responsibilities to the new owner.

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. The Licensee shall operate and use the License Area in a lawful manner at all times and in a manner so that it is not a danger, nuisance or interference with the rights of others, and that it complies with all state and local codes and ordinances.
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 Owner 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 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

Beacon Hill Homeowners' Association

By: _____
, President

Signature