

AMERICANA CENTRE CONDOMINIUM, INC.

Policy Resolution No. 2016-08-01

(Rules and Regulations Regarding Parking of Vehicles)

WHEREAS, Article V, Section 3 of the By-laws of Americana Centre Condominium, Inc.(hereinafter referred to as “By-laws” and “Council” or “Corporation,” respectively) states that “The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the members; and

WHEREAS, Article X, Section 3(b) and Article XIV, Section 1 of the Bylaws empower the Board of Directors to regulate the parking spaces, including the assignment of parking spaces upon the general common elements, and may enact supplemental rules and regulations regarding parking and traffic control; and

WHEREAS, Article 3, Section 3.2(k) of the Bylaws provides that the Board of Directors shall have the power to enforce the provisions of the Act, Declaration, Bylaws and Rules; and

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals incorporated herein by reference, the Board adopts the following policy regarding the parking of vehicles on the common elements.

I. GENERAL PROVISIONS

A. Property Damage.

The parking of vehicles on the Council’s general common elements (“Property”) is at the sole risk and expense of the vehicle operator/owner. The Council assumes no responsibility for any vehicular-related personal or property damage occurring on the Property.

B. Approved Motor Vehicles.

Approved Motor Vehicles are conventional passenger vehicles, motorcycle, personal van or pick-up truck of three-quarter (3/4) tons or less gross capacity that has a valid and current license plate and registration. Only Approved Motor Vehicles may be parked on the Property. Recreational Vehicles and Inoperative Vehicles, as defined in Article III of this policy, shall not be parked on the Property unless engaged in business with the Council.

C. Registration.

All residents who have the right to use a reserved space shall register their Approved Motor Vehicle(s) with the Council by submitting a Vehicle Registration Form ("Form"). The

current Form is attached as Exhibit A. The Board reserves the right to revise the Form without amending this Resolution and residents are required to use the most current Form in effect when registering vehicles. Each resident is required to provide the Council with the name of the owner of the Approved Motor Vehicle, a copy of the registration, proof of valid insurance, a copy of a valid driver's license, if the resident has one, the address, phone number, and the serial number of the transponder, sticker or decal provided to the owner of the reserved space.

D. Guest Parking.

Approved Motor Vehicles of bona fide guests shall be allowed to park their Approved Motor Vehicles only in the reserved space(s) assigned to the unit to which such guest is visiting. All guest vehicle information must be provided to the front desk, including the make, model and license plate of the vehicle and the anticipated length of time the vehicle shall be parked. This information should be provided by the resident to the front desk within 15 minutes after the parking of the guest's vehicle in the Assigned Space or guest space.

II. ASSIGNMENT OF PARKING SPACES

- A. Each unit shall be entitled to one assigned parking space ("Assigned Space").
- B. Assigned Spaces are for the exclusive use of the unit to which the parking space is assigned.
- C. Use of an Assigned Space is subject at all times to the Master Deed, Bylaws and any rules and regulations adopted by the Board.
- D. The Board may revoke Assigned Spaces if the unit owner/resident does not park in the Assigned Space for 3 months. Before revoking the Assigned Space, a letter shall be sent to the unit owner advising him/her that the Assigned Space will be revoked within a certain time frame unless the unit owner provides an explanation regarding the non-use of the Assigned Space and why he/she would like to keep the Assigned Space.
- E. The Board shall assign additional spaces to residents at a fee schedule to be determined by the Board. The current fee schedule is attached hereto as Exhibit C, although it is subject to updating at the Board's discretion.

III. RULES AND REGULATIONS

A. Parking.

- 1. Residents are only permitted to park their vehicle in the Assigned Space for their unit or any unassigned parking space as designated by Management.
- 2. All residents and their guests are prohibited from using the parking areas for any purpose other than vehicular parking. Storage of any other items such as carts, bicycles or other equipment is prohibited.

3. All vehicles must be parked in a manner such that they fit entirely within the confines of a single parking space. No vehicle shall be parked in a manner that unreasonably impedes ready vehicular access to any adjoining parking space. Where there is no marked line (i.e., on the entrance side of the space), the end of the space shall be the straight line connecting the ends of the spaces. The Board reserves the power to allow vehicles to be parked in a manner that extends beyond the confines of the parking space in those instances where the configuration of the parking space is so unusual as to prevent a passenger vehicle from fitting within the confines of the parking space. Residents must specifically obtain the prior written approval of the Board of Directors before parking beyond the confines of the space. Failure to obtain this prior approval may result in the towing of the vehicle.

4. By order of the Fire Marshall, motorcycles and any other motor driven cycles must be parked in a designated parking space. Motorcycles are subject to the same rules set forth in this policy.

5. No vehicle shall be parked in such a manner and in any area that obstructs the safe, free-flow of moving vehicular traffic or obstructs the movement of other vehicles or pedestrians.

6. No vehicles shall be parked in violation of any posted sign.

7. No vehicles shall be parked on any area designated for pedestrian or emergency use.

8. The dumping, disposal or leak of oil, grease, or any other chemical residual substance, or any substance or particles from holding tanks of any vehicles is strictly prohibited.

9. Parking is not permitted on any unpaved or unmarked area of the Property.

B. Access.

Unit owners shall receive one (1) garage sticker and one transponder per parking space assigned to their unit. A \$75 replacement fee shall be assessed for any lost or stolen access device and such fees may be increased from time to time by the Board without further notice. Unit owners are required to provide the sticker and transponder to their tenants using the space and the tenants must register their vehicles.

C. Vehicle Condition.

1. No junk or derelict vehicles shall be parked in any parking space or on the Property at any time. Any vehicle that cannot be operated in its existing condition because the parts necessary for operation, such as, but not limited to, tires, wheels, windshield, engine, drive train, driver's seat steering wheel or column, gas or brake pedals, are removed, damaged, or destroyed or has a significantly deteriorated body condition, shall be deemed to be a junk or

derelict vehicle, regardless of the display of a valid state license, registration and/or inspection sticker.

2. Vehicles that present a hazard or nuisance by operating noise or exhaust emission are prohibited. If any vehicles damage any portion of the Property, the unit owner shall be assessed the expense to repair the Property.

3. No vehicle repairs are permitted in any parking space or elsewhere on the Property other than minor repairs/maintenance such as replacement of windshield wiper blades, refilling wiper fluid and minor paint touch ups. Major repairs, such as oil changes, extensive painting, repair or overhaul are prohibited. In the event that any vehicle on its own or as a result of repairs performed on a vehicle on the Property resulting in leakage or other damage to any portion of the Property, the Board of Directors shall assess the unit owner the cost of restoring the damaged area.

4. All vehicles that are parked on the Property must be currently and properly licensed and tagged or they will be considered Inoperable Vehicles and shall be subject to towing.

D. Trespassing Vehicles.

Any vehicle not displaying the proper garage sticker and the owner of which cannot be identified from Council records shall be deemed a trespassing vehicle and shall be subject to the Enforcement Procedures in Section IV below.

E. Additions and Alterations.

No signs, initials, numbers, storage containers, or any other additions or alterations to either parking spaces or the common elements shall be painted, displayed, or erected on the Property other than those approved by the Council.

F. Vehicle Operation.

1. The unnecessary sounding of vehicle horns and playing a car radio or other sound devices at excessive volumes is strictly prohibited.

2. Vehicles shall be operated in a safe and prudent manner so as not to endanger the life, limb, or property of another person.

3. Operators of vehicles shall keep to the right in traveled portions of the parking areas.

4. Vehicle operators shall yield the right-of-way to pedestrians.

5. Posted speed limits shall be obeyed.

G. Prohibited Vehicles

1. Recreational Vehicles. Recreational Vehicles, which are vehicles used primarily for recreational use, as opposed to conventional passenger use, are prohibited on the Property at all times and shall be subject to towing. Recreational Vehicles include, but are not limited to, motor homes, self-contained campers, mobile homes, boats, all-terrain vehicles, dune buggies, trailers, boat trailers, pop-up camper/tent trailers, horse trailers, any trailers or semitrailers used for transporting wave runners, jet skis, motorcycles, or all-terrain vehicles, whether or not such trailer or semitrailer is attached to another vehicle.

2. Inoperative Vehicles. Inoperable Vehicles are vehicles with a malfunction of an essential part required for the legal operation of the vehicle or any vehicle that is partially or totally disassembled as a result of the removal of tires, wheels, engine, or other essential parts required for legal operation of a vehicle. Inoperable Vehicles are prohibited on the Property at all times and shall be subject to towing.

3. Other Equipment and Machinery. Any agricultural, industrial, construction or similar machinery or equipment is prohibited from parking at all times on the Property.

IV. ENFORCEMENT PROCEDURES

A. Indemnity.

If any vehicle owned or operated by a unit owner, or his/her family member, tenants, guests, invitees or licensees shall be parked, operated, or abandoned in such a manner as to violate the Bylaws or the Council's Rules and Regulations, the Council shall be held harmless by such unit owner for any and all damages or losses that may ensue due to towing or otherwise, and any and all rights in connection therewith that the owner or driver may have under the provisions of applicable law are hereby expressly waived. Each unit owner shall defend, indemnify and hold the Council and its agents, officers, directors and employees harmless from and against any claims, causes of actions, suits, liability which may be asserted against, threatened or imposed on the such persons from tenants, guests, invitees or family members, etc., related to such parking, operation, or abandonment, enforcement and any consequences thereof.

B. Scope of Enforcement.

1. Any vehicle that is parked in violation of any provisions contained in this Policy shall be deemed to be parked without the permission of the Council and subject to enforcement as provided in Section III.C herein and in accordance with applicable law that provides for the removal by towing of any vehicle that is parked without permission.

2. Assigned Spaces. Unit owners or tenants entitled to the use of an Assigned Space are responsible for contacting the Council management office or front desk if he/she wishes to have a vehicle removed from his or her Assigned Space. The Council's site

manager/staff will generally try and assist the unit owner/tenant in identifying unauthorized users of Assigned Spaces whenever possible to see if the misuse can be quickly resolved. Before the Council contacts the Council's designated towing firm to have a vehicle towed from a reserved space, the unit owner/tenant must sign an Indemnification Form (exhibit B) indicating that the Council is authorized by the unit owner/tenant to contact the Council's towing service to tow the vehicle from the Assigned Space.

3. General Common Element Areas. Any vehicle parked in any general common element area without Management's permission is subject to being towed and stored off the Property at the vehicle owner's expense and risk.

4. The Board reserves the right to exercise all powers and remedies provided by the Master Deed, Bylaws and rules and regulations and applicable local, county, or state laws to enforce this Policy.

C. Enforcement Procedures.

1. Any vehicle found in violation of this policy shall be towed at the vehicle owner's risk and expense. If a notice of infraction is placed on the vehicle, it will be towed within the time frame indicated on the notice. Otherwise, the vehicle may be towed immediately.

2. Any vehicle that is parked in such a way that emergency vehicle ingress or egress appears to be impeded is subject to immediate towing without notice.

3. Violations of this Policy in excess of two (2) times within a 12 month period may result in the revocation of the Assigned Space. This action will be in addition to any towing.

4. Nothing in this Policy should be construed as preventing or discouraging the Council, the managing agent, or any resident of the Council from reporting any violation to the Police Department or other appropriate County Department where such violation may also constitute a violation of the laws or ordinances of Montgomery County or the State of Maryland.

5. The Council reserves the right to exercise all powers and remedies provided by the Council's governing documents and the laws of Maryland and Montgomery County for any violation of this policy.

D. Towing Information.

1. At appropriate and prominent locations throughout the Property, the Council shall post signs that comply with state and local requirements and which shall include a telephone number or appropriate information as to where the vehicle may be retrieved.

2. In the event that a vehicle is towed for any violation of this policy, the vehicle owner shall be solely responsible for all costs associated with the towing and storage of their vehicle.

3. The Council disclaims responsibility for any damage to any vehicle parked or operated in the parking garage and any and all damage to the vehicle or property therein resulting from the towing and storage of the vehicle by a tow operator.

This resolution supersedes any previously adopted resolutions regulating the same subject matter and is adopted pursuant to § 11-111 of the Maryland Condominium Act.

The effective date of this Resolution shall be **November 1, 2016**.

AMERICANA CENTRE CONDOMINIUM, INC.



Janet Wilson, President

APPROVED
FOR REFERENCE ONLY

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FOR REFERENCE ONLY

AMERICANA CENTRE VEHICLE REGISTRATION

Parking Tag # _____
Color: _____
Make: _____
Model: _____
License Plate: _____
Registration Exp Date: ____ / ____ / ____

Parking Tag # _____
Color: _____
Make: _____
Model: _____
License Plate: _____
Registration Exp Date: ____ / ____ / ____

PARKING REGISTRATION – REGULATION SUMMARY & REQUEST FORM

NAME: _____ UNIT: _____

____ REGISTERING 1ST VEHICLE _____ REGISTERING 2ND VEHICLE

____ UPDATE VEHICLE INFORMATION _____ REPLACE PARKING TAG # _____

Please allow this notice to clarify the recently passed Parking Resolution. This program is an attempt to provide the most workable solution for all concerned. If further improvement can be found for the plan to make it even more workable, the Board will act upon those at that time. Thank you for your attention to this new policy.

1. Each unit parking in a reserved space must register their vehicle(s) and obtain a parking tag annually in the months of November and December each year. Each resident is required to provide the Council with the name of the owner of the Approved Motor Vehicle, a copy of the registration, proof of valid insurance, a copy of a valid driver's license, if the resident has one, the address, phone number, and the serial number of the key fob/card, sticker or decal provided to the owner of the reserved space.
2. Registration information can be submitted to the Management Office electronically. Arrangements can be coordinated with the Management Office for after-hours pickup.
3. Parking tags expire December 31 of each year. There is a replacement \$75.00 fee for a lost or stolen parking tag and a \$25/50 replacement fee for a key fob/card.
4. All vehicles receiving a tag must be registered under unit owner name or an Americana Centre resident listed in the lease. Unit owners are required to provide the parking tag and key fob/card to their tenants using the space and the tenants must register their vehicles.

AMERICANA CENTRE VEHICLE REGISTRATION

5. Parking tags must be visible, so please consider tint darkness when determining the optimal location. The tag may be hung from the rear view mirror, placed in the bottom left hand (driver's side) corner of your rear window, placed on the front window (bottom left driver's side). Motorcycles must place permit on right front prong of wheel axel.
6. Illegal parking in fire lanes and designated handicapped parking is enforced 24/7.
7. Vehicles must display current vehicle license plates and inspection stickers unless special restrictions apply. These restrictions must be documented by the Management Office.
8. All Owners and all Owners who have tenants, their vehicles MUST be registered with the Management office and decaled immediately. NO warnings will be issued.
9. Rules for visitor will be as follows:

Approved Motor Vehicles of bona fide guests shall be allowed to park their Approved Motor Vehicles only in the guest parking or the reserved space(s) assigned to the unit to which such guest is visiting. All guest vehicle information must be provided to the front desk, including the make, model and license plate of the vehicle and the anticipated length of time the vehicle shall be parked. This information should be provided by the resident to the front desk within 15 minutes after the parking of the guest's vehicle in the Assigned Space or guest space. Vehicles will need to be reregistered if the guest stays longer than the time indicated or if the vehicle is moved to a different space. Guests staying longer than 72 hours must register with the Management Office.
10. Rules for rental or loaner car parking passes will be as follows:
 - The rental or loaner agreement must be presented and the dates of the pass will be only for the dates of the rental agreement.
 - The decal of the vehicle that is not being used during these dates will be voided for that period and will be towed if it is on the lots.
11. Refer to the Parking Resolution for the entire resolution.

By signing this, I agree to the terms and conditions set forth by Americana Centre Condominium, Inc.

Signature: _____ Date: _____

EXHIBIT B
TOWING AUTHORIZATION AND INDEMNIFICATION
Americana Centre Condominium, Inc.

I/We _____ (unit owner/tenant) do hereby attest as follows:

1) I/we have been assigned Reserved Space # _____ (Space) on Americana Centre Condominium, Inc. ("ACCI") property and have the exclusive use of such Space;

2) That there is currently parked in such Space a vehicle described as follows:

(tag/make/color).

3) That described vehicle is not owned or operated by anyone living in my unit, a guest and/or is otherwise not known or authorized by I/us to park in the Space; and

4) I/We are asking that ACCI contact the authorized tow operator and allow the tow operator to remove the described vehicle;

5) I/We agree that we will sign any additional release/authorizations that may be required by the tow operator and that ACCI is merely allowing the tow operator access to ACCI property based upon my/our representations;

6) I/We agree that we will reimburse, indemnify, defend and hold. Americana Centre Condominium, Inc., its Board, officers, directors, agents, employees, residents and unit owners free and harmless from any and all liabilities, claims, actions, threats, damages, suits, injures, (including legal fees and costs incurred in such defense or otherwise) known or not known, from any person, associated in any way with the towing of the vehicle described in paragraph 2 herein.

7) I/We understand that we have the right to have this agreement reviewed and I/we are executing this with full understanding that this is a legal instrument.

Owner/Lessee Printed Name: _____

Date

Owner/Lessee Printed Name: _____

Date

Authorizing ACCI Employee: (print name): _____ Date: _____

Hereby affirm that the referenced Owner/Lessee produced driver's license or other appropriate form of identification and that I affirmed that such person is listed on the site records as current owner/lessee.

Form of ID: _____ (Photocopy should be made of ID)

(Policy Regarding Parking of Vehicles)

Motion by: **John Becker** Seconded by: **Denny Freezer**

	✓			
President, Janet Wilson				
	✓			
Vice President, Denny Freezer				
	✓			
Secretary, Samuel Brewster				
	✓			
Treasurer, Shashi Koduru				
	✓			
Director, Don Andrews				
	✓			
Director, John Becker				
	✓			
Director, Debbie Jackson				

ATTEST

Date _____

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