

COLECROFT STATION CONDOMINIUM UNIT OWNERS ASSOCIATION

POLICY RESOLUTION NO. 12

(D a t e d N o v e m b e r 1 , 1 9 9 1)

PERTAINING TO VEHICLE PARKING

Article 3, Section 3.1 of the Bylaws states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or the Condominium Instruments required to be exercised and done by the Association." Article 5.8(a)(7) and 5.11 of the Bylaws establishes certain requirements and rights of the Association with regard to vehicle parking.

The Board of Directors has determined that it is necessary to clarify previously undescribed or unclear parking policies, and to enhance enforcement to reduce the continuing abuses of the parking policies especially as they pertain to "VISITOR" spaces and the commercial and residential "RESERVED" spaces. Therefore, the Board of Directors hereby rescinds all previous parking policies and rules and adopts the following parking policies and rules effective November 1, 1991.

1. DESCRIPTIONS:

- a. Most of the parking spaces inside the garage are Limited Common Elements which are assigned to specific residential and commercial Units. Only Owners or Renters of Units with an assigned space may park their approved vehicles or the approved vehicles of other people they may authorize in such appurtenant spaces, and those spaces are marked "RESERVED," and numbered, and painted with different color markings to distinguish the residential and commercial spaces.
- b. Parking spaces which are not assigned as Limited Common Elements are Common Element spaces located inside or outside the garage and have been made available by the Board of Directors for the commercial Unit Owners, handicapped persons, Visitors, Association employees or such other uses as the Board of Directors shall designate, and, as such, those spaces shall be for the exclusive use of such persons. The Common Element spaces inside the garage are numbered and painted with different color markings to distinguish residential and commercial "VISITOR" spaces, and/or they are marked with handicapped label or symbol designations on the concrete posts and/or garage floor of each respective space. The Common Element spaces outside the garage are posted with separate freestanding signs describing the use and/or time limitations for each space.
- c. Common Elements parking spaces inside or outside the garage may be used on a first-come, first-serve basis as long as the use of such spaces is not inconsistent with any of the General Restrictions in Section 2 of this Resolution or contrary to the use and/or time limitations posted by the free-standing signs for the particular

- space. The Board of Directors may change the designated uses for the Common Element spaces inside or outside the garage. Changes in how Common Element spaces may be used will be implemented with marking or posting consistent with the new use.
- d. Only approved vehicles may be parked in Common Element or Limited Common Element parking spaces in the garage in spaces which are marked "VISITOR" or "RESERVED" respectively. An approved vehicle shall include any conventional passenger vehicle, motorcycle, van, or truck of less than two and one half (2 1/2) tons gross weight, or commercial vehicle of less than two and one half (2 1/2) tons gross weight. Such approved vehicles are to have dimensions not to exceed a length of eighteen (18) feet and height of six (6) feet five (5) inches.
 - e. The right of use of a Limited Common Element parking space marked "RESERVED" may not be conveyed in any manner except through the reassignment of the space in accordance with the applicable provisions of the Condominium documents and of the Condominium Act. Such spaces may not be leased except to the Lessee of a Unit Owner or to another Unit Owner. Use of the Limited Common Element parking spaces marked "RESERVED" is subordinate to all restrictions and requirements of the Condominium documents and this Policy Resolution of Parking Policies Relating to Vehicle Parking.
 - f. References in this Resolution to "Unit Owner" also apply to a Renter [or Lessee] of a particular residential or commercial Unit.
 - g. References in this Resolution to "Resident" and "anyone residing" in a residential or commercial Unit mean "Unit Owners" as described in Section 1.f.; someone who stays with a Unit Owner in a residential or commercial Unit; and/or anyone who parks their vehicle in any combination of Common Element (inside or outside the garage "VISITOR" or other designated use) or Limited Common Element (inside the garage "RESERVED") spaces for more than any amount of time in each of any seven (7) days or nights within any single, not separate, thirty (30) day period as described in Section 2.c.(2).
 - h. References in this Resolution to "Visitor" or "Guest" mean someone who has come within the Association's property boundaries to be with a Unit Owner or Association personnel for a short stay. Anyone whose vehicle is parked within the Association's property boundaries on a regular, frequent, patterned, long term or extended basis, or beyond the restrictions described in Sections 1.g and 2.c. (2) will be deemed not to be a Visitor or Guest.
 - i. References in this Resolution to "handicapped" persons, vehicles, or parking spaces mean that vehicles licenses in Virginia, Maryland or the District of Columbia must have metal vehicle license plates issued with the handicapped symbol embossed on the license plate itself; no other form of identification such as stickers, notes or signs displayed in the window or elsewhere will be recognized by the Association. Vehicles from other licensing jurisdictions that may not have metal

license plates embossed with the handicapped symbol will have to display such sign as issued by that jurisdiction, and such handicapped sign will be subject to verification by the Association Manager or any member of the Board of Directors. Vehicles that do not comply with these handicapped vehicle identification requirements will not be accorded any handicapped parking privilege and will be subject to being towed from a designated handicapped space without any warning or notice.

2. GENERAL RESTRICTIONS:

- a. Unit Owners must register with the on-site Association Manager on the appropriate form any and all approved vehicles the Unit Owner will have parked in their Limited Common Element assigned parking space inside the garage marked "RESERVED." Unregistered vehicles may be deemed not to belong in the "RESERVED" spaces and may be treated accordingly.
- b. Unit Owners may only park their approved vehicles or the approved vehicles of anyone residing with them in their assigned parking space marked "RESERVED" or in an assigned parking space marked "RESERVED" of another Unit Owner who has granted them permission to park in that particular space. Unit Owners and/or anyone residing with them may NOT park:
 - (1) Inside or outside the garage in any marked "VISITOR" space; or
 - (2) Inside or outside the garage in any marked handicapped space or other designated space contrary to its posted use and/or time limitations; or
 - (3) Inside the garage in any residential or commercial space marked "RESERVED."
- c. Any vehicle using a parking space marked "VISITOR" inside or outside the garage must be the vehicle of a bonafide, short term, occasional Visitor or Guest of a Unit Owner. The vehicle must not be parked within the Association's boundaries on a regular, frequent, patterned, long term, or extended basis, and must comply with the following:
 - (1) Visitors or Guests must park only in "VISITOR" spaces that have BLUE painted markings if visiting a residential Resident and RED painted markings if visiting a commercial Resident. Residential Guests may not park in commercial "VISITOR" or any empty or seemingly unused residential or commercial "RESERVED" spaces.
 - (2) Any vehicle which is parked in any combination of Common Element (inside or outside the garage "VISITOR" or other designated use) or Limited Common Element (inside the garage "RESERVED") spaces for more than any amount of time in each of any seven (7) days or nights within any single, not separate, thirty (30) day period will not be permitted

any further parking in any "VISITOR" or other Common Element spaces inside or outside the garage, but instead that vehicle must resort to street or other parking arrangements beyond the Association's property boundaries. This is not a restriction to be interpreted or applied on the basis of different thirty (30) day periods, but rather it applies to a single thirty (30) day period. Once a vehicle has exceeded that seven (7) in thirty (30) day restriction, it will be for all time thereafter be deemed not to be a Visitor or Guest but rather the vehicle of someone residing in a residential or commercial Unit, or a vehicle that does not belong. An exception for a Visitor or Guest to the seven (7) in thirty (30) day restriction may be made on a case by case basis only by the on-site Association Manager in response to a request by a Unit Owner, but in no case may the exception extend beyond a total of fourteen (14) days or nights in any thirty (30) day period.

(2) Any vehicle belonging to anyone residing in a residential or commercial Unit may never park in any "VISITOR" spaces. This re-emphasizes Sections 2.b. (1) and 5.g.

- (3) Any vehicle that remains unmoved for more than seventy-two (72) hours in a "VISITOR" space may be deemed to be stored there and subject to towing without warning or notice. In this regard, no one will be considered a Visitor or Guest who is not readily at the particular Unit Owner's Unit they are supposed to be visiting. For example, no one may leave a vehicle for such an extended period in a "VISITOR" space instead of at the airport or elsewhere while traveling to or being at a different location.
- d. Vehicles may only be parked in designated parking spaces. All vehicles shall be parked wholly within parking space lines. Vehicles may not be parked in such a manner which blocks one or more vehicles, prevents ingress or egress of any vehicle, or occupies more than one marked space. All Visitors must comply with "No Parking" areas as posted or designated by a yellow curb signage. Visitors, Unit Owners or Residents may not park their vehicles in another Unit Owner's assigned Limited Common Element garage space which is marked "RESERVED" without that other Unit Owner's authorization.
- e. No vehicle may be parked or left unattended in any posted or marked fire lane, on or blocking any sidewalk, or in any access lane or entranceway of the garage.
- f. A Unit Owner or Resident may not park more than one vehicle associated with their particular residential or commercial Unit on assigned Common Element parking spaces at any time, and such parking may be only in unassigned spaces outside the garage, if any, which are not reserved for the exclusive use of Guests or handicapped persons or other designated uses. Parking in those unassigned spaces outside the garage by Unit Owners or Residents will be on a first-come, first served basis and must be in compliance with the posted use and/or time limitations for the particular space.

- g. No trailer of any kind or for any reason, freestanding camper or recreational vehicle, boat, bus, or truck (other than those which are defined as approved vehicles in accordance with Section 1.d. of this Resolution) may be brought into or parked in the garage.
- h. Large trucks, buses and trailers may be parked in the Common Element parking spaces outside the garage only when the spaces are being used temporarily by contract service providers engaged by the Association or by Unit Owners. Examples of this type of use are delivery trucks, buses of Visitors to the commercial Unit Owners, and tractor-trailer vans or automobile towed rental trailers for moving.
- i. No vehicle shall be parked inside or outside the garage within the Association's property boundaries that is carrying or storing any kind of hazardous material such as explosives or combustible and/or highly toxic materials.
- j. Vehicles that do not belong to Unit Owners, Residents or their Visitors and Guests, or vehicles that do not belong to contract service providers engaged by the Association or a Unit Owner may not park anywhere within the Association's property boundaries. Such unauthorized vehicles would include, but not be limited to: automobiles of commuters from other locations; taxi cabs; business vehicles; construction equipment; unregistered, inoperable or abandoned vehicles; etc.
- k. All vehicles parked anywhere inside or outside the garage within the Association's property boundaries must display all current and required State and /or other jurisdictional license registration plates and tax and inspection permits and stickers, including any decals the Residents may be required to have by the Board of Directors.
- l. All vehicles parked inside or outside the garage must be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.
- m. No junk or derelict vehicle shall be parked anywhere within the Association's property boundaries. All parked vehicles must be kept in operating condition at all times. For this purpose, operating condition shall mean that all necessary parts of the vehicle, such as, but not limited to, tires, wheels, engine, brakes, windows, etc., that are necessary for operation of the vehicle on public streets must be maintained at all times.
- n. Major repairs to vehicles, any kind of painting of a vehicle, and the drainage of any automobile fluids is not permitted anywhere on the Common Elements within the Association's property boundaries or in any of the Limited Common Element parking spaces. Vehicles left unattended in a hazardous condition, including but not limited to, vehicles on jacks or blocks are prohibited.

- o. Washing or polishing of vehicles parked or standing anywhere within the Association's property boundaries is not permitted.
- p. No vehicle shall be parked inside or outside the garage with "For Sale" signs except for those attached to the interior sides of the windows of the vehicle.

3. PARKING SPACES:

No signs, initials, numbers, storage containers or any other additions or alterations to parking spaces may be painted, displayed or erected by any Unit Owner or other person without the prior written consent of the Covenants Committee or the Board of Directors as appropriate. This restrictions does not apply to a uniform numbering or lettering system used by the Association, or such alterations as the Board of Directors may undertake to improve the safety, construction or appearance related to parking spaces.

4. ASSOCIATION NOT RESPONSIBLE:

- a. Nothing in this Resolution shall be construed to hold the Unit Owners Association or the Board of Directors responsible for damage to vehicles or loss of property from vehicles parked on the Common Elements or Limited Common Elements.
- b. If any vehicle owned or operated by a Unit Owner shall be illegally parked or abandoned on the Condominium, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the Owner may have under the provisions of State or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association as a result of such illegal parking or abandonment and any consequences thereof.

5. ENFORCEMENT OF THIS RESOLUTION:

- a. In addition to the towing provisions cited below, alleged or actual breaches of this Resolution are subject to appropriate action by the Board of Directors that may be allowed under the provisions of law and other documents that govern the Colecroft Station Condominium.
- b. At its discretion, the Board of Directors may change the type of decal and the requirements for its display on the vehicles of some or all of the Unit Owners that may be authorized to have an assigned space marked "RESERVED." The Board of Directors may also change procedures for registering users of "VISITOR," handicapped or other designated areas. Such changes will be made as a means of assisting the enforcement of these policies and rules, enhancing security, and/or maintaining the integrity of various parking arrangements within the Association's property boundaries.
- c. All vehicles that are parked anywhere in the Common Elements or in Limited

Common Element parking spaces are subject to the provisions of this Resolution. Vehicles in violation of the provisions of this Resolution will be subject to towing in accordance with applicable laws.

- d. The on-site Association Manager and any member of the Board of Directors may issue, at their discretion, a warning notice to vehicles in violation of any of these parking policies. A notice is not required to be used, but when it is used it shall be in writing and placed on the vehicle. A carbon copy of such notice shall be retained by the on-site Association Manager. No other type of warning will be used.
- e. Vehicles are subject to being towed at the Owner's risk and expense:
 - (1) By the on-site Association Manager or any member of the Board of Directors seventy-two (72) hours after issuance of the warning notice, except that any vehicle previously posted for violation of any of these provisions shall be subject to towing without any kind of warning or notice for any similar or related violation.
 - (2) By the on-site Association Manager or any member of the Board of the Board of Directors immediately and without any kind of warning or notice for any vehicle which:
 - A. Obstructs vehicular access or egress to, from or within the property;
 - B. Obstructs a fire lane or creates an emergency situation;
 - C. Appears to constitute a potential or actual health or safety hazard;
 - D. Parks in a space marked "RESERVED" or marked for the handicapped without having or displaying the proper authorization to be in that parking space as appropriate;
 - E. Parks in a designated space contrary to its use and/or time limitations; or
 - F. Does not belong within the Association's property boundaries.
 - (3) By the Unit Owner immediately and without warning or notice for any unauthorized vehicle that may be parked in that Unit Owner's own assigned Limited Common Element parking space marked "RESERVED." The Unit Owner should use the same towing company that has arrangements with the association to make it easier to locate the towed vehicle.

- f. The on-site Association Manager and/or Board of Directors will enter into arrangements for towing services that are conducted to enforce this Resolution. The identity of the towing company will be posted in the garage and/or on the bulletin boards in the lobby of each building.
- g. In the event a Unit Owner finds an unauthorized vehicle in their "RESERVED" parking space, that inconvenienced Unit Owner may not park in any other "RESERVED" space without proper authorization, and may NEVER park in any "VISITOR" space regardless of the excuse or circumstance. To reduce the possibility of an inconvenienced Unit Owner from being towed for parking in violation of any other provision of this Resolution, the Association will designate and conspicuously mark one parking space outside the garage and closest to the driveway circle as a space for twenty (20) minute parking only at any time. That space is intended, among other designated uses that may be posted, to be available for the inconvenienced Unit Owner who needs a short term place to park at less risk of being towed themselves. When parking in that twenty (20) minute space, the inconvenienced Unit Owner must leave a note (including information about the time parked there, name, Unit and phone numbers) on the dash-board visible through the windshield and go to call the Association's towing company to remove the unauthorized vehicle from their "RESERVED" space. The inconvenienced Owner is then to return promptly to their vehicle in that twenty (20) minute space to await the tow truck, and move their vehicle to their own "RESERVED" space when it is cleared. If the twenty (20) minute space is unavailable for any reason or the inconvenienced Unit Owner does not call or wait for the towing company to free up their "RESERVED" space, then the inconvenience Unit Owner must resort to parking somewhere at their own choice and risk which will probably have to be off the Association's property. Since the Association is not responsible for providing anyone with alternative parking arrangements and does not do so here, the Association will not make any kind of guarantee the twenty (20) minute space will be available when needed by any inconvenienced Unit Owner. The Association will vigorously enforce whenever possible the towing without warning or notice of anyone, including the inconvenienced Unit Owner, who is parked in violation of that twenty (20) minute time limit.