

**RESOLUTION OF THE BELAIR TOWN II
TOWNHOUSE ASSOCIATION, INC.
REGULATING PARKING**

We, the undersigned, being all the members of the Board of Directors (the “Board”) of the Belair Town II Townhouse Association, Inc. (the “Association”), pursuant to the power and authority granted to it in the Belair Town II Declaration of Covenants and Bylaws, do hereby unanimously find and resolve that:

WHEREAS, Article 4, Section 4 of the Declaration of Covenants, Restrictions, Easements, Charges and Liens (the “Declaration” or the “Covenants”), recorded among the land records of Prince George’s County, Maryland in book 3681 at page 767, provides that the Belair Town II Townhouse Association, Inc. (the Association) “*shall maintain upon Common Areas . . . at least one parking space for each Lot subject to reasonable rules and conditions. . . . The use of such space by any other Member or person may be enjoined by the Association or the member entitled thereto.*”;

WHEREAS, Article 7, Section 1 of the Association’s By-Laws provides that the business and conduct of the Association shall be regulated by a Board of Directors (the Board);

WHEREAS, Article 9, Section 1c of the By-Laws of the Association grants to the Board of Directors Belair Town II Association the power and authority “*to adopt and publish rules and regulations governing the use of Common Areas and facilities and the personal conduct of the members*” thereon; and

WHEREAS, in order to assure equitable parking arrangements on and about the Association’s Common Area the Board has determined to establish the following parking policy.

NOW THEREFORE, BE IT RESOLVED THAT the following rules and regulations, as from time to time amended and modified, shall constitute the parking policies of the Association and are hereby adopted by the Board:

DEFINITIONS

1. “**Resident**” is defined as any occupant of a unit who is either an owner, or tenant who is leasing from an owner of record, and their respective immediate families;
2. “**Vehicle**”. Any device in, upon or by which a person or property is or may be transported upon a street, road, trail, highway, or body of water;
3. “**Recreational Vehicle**”. A towed or motorized mobile vehicle designed, used or intended to be used during travel or recreational use. This definition includes pick-up campers, tent trailers, boat trailers, car trailers, “tour buses” and similar vehicles;
4. “**Street Legal**”. The condition of a vehicle which displays all legally required tags and stickers and which meets all inspection requirements of the State, County and Town in which it is required by law to be registered;

5. **“Operable Vehicle”**. A vehicle which, if motorized, can be physically driven or if non-motorized, can be physically towed on public streets and which can legally be driven or towed on public streets. (An example of a vehicle which cannot be physically driven on public streets is a vehicle which has one or more flat tires. An example of a vehicle which cannot legally be driven on public streets is a vehicle which does not have required current license plates, or a current required inspection sticker);
6. **“Assigned Parking”**. The assignment of one parking space provided for the exclusive use of each townhouse. Assigned spaces are identified by house numbers. All vehicles parked in assigned parking spaces are subject to all parking lot rules.
8. **“Designated Parking Spaces”**. Those areas in the common ground parking lot which are specifically identified as parking spaces, both assigned and unassigned, designated by painted stripes on the asphalt surface.
9. **Undefined Terms**. As to any terms not defined above, the definitions contained in Chapter 14 of the Bowie (Maryland) City Code shall be used.

PARKING RIGHTS / ASSIGNED PARKING

In accordance with Article IV, Section 4. of the Declaration of Covenants, Restrictions, Easements, Charges and Liens of Belair Town II, each unit shall be entitled to the exclusive use of one (1) assigned parking space for an approved vehicle. Identification of the assigned space shall be the street number of the house to which the space has been assigned.

All vehicles parked in assigned parking spaces are subject to all parking lot rules.

Parking spaces not specifically assigned for the exclusive use of a Resident, shall be available on a first-come, first-serve basis to the approved vehicles of all residents and their guests.

Visitors of townhouse residents may park in Belair Town II parking lots under the following conditions:

- The visitor’s vehicle must be an operable automobile, van, pickup truck, or motorcycle.
- Vehicles, vans and pick-up trucks must be used primarily for personal purposes.
- Visitor parking is permitted for a period of ten (10) days or less.
- If the visitor’s vehicle will be parked for over ten (10) days or if the vehicle is one other than a vehicle specified in this Section of the Parking Lot Rules, notification must be given to the Townhouse Association within 48 hours after the arrival of the vehicle.
- Service vehicles, such as plumbers, electricians, etc., must not occupy assigned spaces without the authorization of the homeowner/resident.

USE OF PARKING LOTS / GENERAL RULES

Parking areas shall be used solely for the parking of approved vehicles as defined herein. Vehicles may be parked only in designated parking spaces and areas. Vehicles must be

parked within the spaces provided and in such a manner as to not obstruct other parking spaces or impede access.

All state, county and town laws governing the operation of motor-powered vehicles apply within the streets, alleys, etc. of the Belair Town II Townhouse community.

No parking of any vehicle is allowed on any common ground area not designated for parking.

APPROVED VEHICLES

- Conventional Vehicles. Any conventional automobile, motorcycle, truck or van designed, and used, exclusively for private passenger transportation and which is not otherwise prohibited by these rules, the Declaration or the Bylaws.
- Commercial Vehicles. Defined as any “for hire” vehicle or a vehicle that has commercial signs, lettering, advertising, and commercial license plates is permitted unless otherwise prohibited by these rules, the Declaration or the Bylaws, provided further that no household may park more than one of these vehicles in the parking spaces at any one time.

PROHIBITED VEHICLES/ENCLOUSEURES

- Unlicensed or unregistered vehicles, including but not limited to motorized bicycles, all-terrain-vehicles, mini-bikes, motorized scooters, pocket bikes, go-carts, mopeds, or dune buggies.
- Vehicles which are not street legal
- Oversized vehicles – defined as any vehicle that extends beyond the length of the parking space, and/or exceeds 85% of the width of the parking space and/or extends over the sidewalk. The parking space is defined as the area from the curb to the end of the separator lines and between two separator lines measured from the inside of the two lines.
- Vehicles undergoing repairs or maintenance (except minor repairs which would be completed within forty-eight hours, such as motor oil changes and minor tune-ups), painting, or the drainage of fluids from vehicles. The dumping, disposal, or leakage of oil, grease, or any other chemical residual substance, or any substance or particles from holding tanks of any vehicles is not permitted on the common areas including parking spaces, whether or not the parking space is assigned.
- Recreational Vehicles are not permitted in the townhouse parking lots or the common grounds. Recreational vehicles are defined as travel trailers, pick-up campers (detached cab), motorized dwellings, tent trailers, boats, boat trailers, houseboats, car

trailers, motorcycle trailers and similar vehicles, such as those used in hauling or for storage purposes.

- Unsafe vehicles defined as any vehicle parked or stored unattended in a hazardous condition, including, but not limited to, vehicles on jacks or blocks. Tires supporting vehicles on common areas must be inflated at all times to within 10 psi of the manufacturer's recommended pressure so that they can be moved in the event of an emergency.
- Stored vehicles defined as any vehicle parked in a designated parking space other than an assigned space for a resident's exclusive use, for a period of longer than ten (10) days.
- Any item or structure other than a motorized vehicle is prohibited such as metal storage containers, crate sheds, and storage sheds.

ENFORCEMENT

As to the unauthorized occupation or use of any assigned parking space, the assignee of that space shall enforce his/her/their exclusive rights. Should the Belair Town II Townhouse Association, Inc. contract with a management company, the enforcement of these parking rules may be delegated by the Board of Directors to that company.

NOTICE OF VIOLATION FOR PROHIBITED VEHICLES

The owner of any vehicle or any structure or container not in compliance with these rules, and not specifically dealt with by conditions warranting immediate towing or parking in a resident's assigned space as set forth in the following paragraphs, shall be notified of the violation by the posting of a notice on the vehicle. Any vehicle not brought into compliance within 48 hours of the posted notice will be towed from the community.

CONDITIONS WARRANTING IMMEDIATE TOWING OR STRUCTURE WITHOUT NOTICE

The following vehicles shall be subject to immediate removal without notification:

- any vehicle parked in such a manner as to obstruct entry into or exit from an adjacent space,
- any vehicle occupying more than one (1) parking space,
- any vehicle parked on a grassy area, unpaved area or sidewalk.

RESIDENT ENGAGEMENT OF TOW SERVICES

- Any resident who directly engages a towing company to enforce any provision of these guidelines shall bear full and complete responsibility for said action and shall agree to hold Belair Town II Townhouse Association, Inc., its Officers, members of its Board of Directors, harmless from any and all liability, costs, or fees they may

incur in defending themselves for any enforcement action undertaken which was not directly authorized by the Association.

- The **ONLY** circumstance in which a resident may have a vehicle towed is that in which the vehicle is parked in that resident's assigned parking space without permission. Residents will be provided with a "Tow Card" which will display a designated number for the residence (the townhouse address) and the telephone number to call for the towing service under contract with the Association. The tow card will serve as verification of the resident's authority to tow from that assigned parking space. Residents are hereby advised that they solely assume all responsibility and liability associated with towing the vehicle.
- Residents opting to have a vehicle towed from their reserved parking space are responsible for making all arrangements directly with the towing company. This includes: 1) making the initial call to the towing company, and 2) showing the Tow Card as verification of their authority to have the vehicle towed from their assigned space.

LIABILITY

ASSOCIATION

The Association assumes no responsibility for any damage to or theft from any vehicle parked, operated on or towed from Association's property. All costs of towing and impoundment shall be the sole responsibility of the vehicle's owner.

OWNERS

By invoking these rules to enforce his/her/their rights of exclusivity to an assigned parking space the Owners agree to accept full liability for, and indemnify and hold the Association harmless for, any fee, cost, expense, demand, suit, judgment, arbitrators award, and any other liability (except as such may be covered by any insurance policy covering such events) that is the result of any injury or damage arising from or done to any towed vehicle, person, or to any property, including, but not limited to, the common area(s) by the use, repair, or maintenance of their vehicle, or as a result of negligence, whether on the part of the owner, his family, tenants, guests or agents.

BE IT FURTHER RESOLVED THAT the officers of the Association shall record, or cause to be recorded, this policy resolution in the Depository maintained by the Clerk of Prince George's County, Maryland.

