

## **WILLIAMSBURG SQUARE COMMUNITY COUNCIL CORPORATION VEHICLE AND PARKING PROCEDURES AND REGULATIONS**

In order to serve the needs of the Williamsburg Square Ashton Place community (“Community”) Article IV, Section 3, Paragraph (g) of the Declaration of Covenants, empowers the Board of Directors to “regulate parking on all Lots and Common Areas.” Therefore, the Board of Directors hereby adopts the following:

### Vehicle Parking Permits:

The Williamsburg Square Community Council Corporation (“Association”) will issue parking permits to the resident, not to exceed two permits for any one residence. Residents current in their assessments will retain their assigned space and may park their vehicles in their assigned space without displaying a parking permit. Proof of vehicle ownership/or usage (company letter of authorization) for the particular residence may be requested and required for permit distribution.

**Owners who fail to maintain their assessment account in a current state, or who fail to comply with a legally approved payment plan, shall have their parking permits rescinded, and their assigned space, if any, will be painted over for general use.**

Lost, stolen or replacement permits may be obtained at a cost to the resident.

Non assigned parking spaces will be utilized on a “first come – first served” basis under the following detailed procedures. All vehicles parked in non-assigned spaces within the Community must display an official Association resident parking permit.

A parking permit does not guarantee a parking space within the Community.

### **I. GENERAL PROCEDURES**

1. The Board of Directors has the authority to utilize a towing company for the purpose of enforcement of this vehicle parking policy. **Towing maybe authorized by the Board to be accomplished 24 hours a day 7 days a week, although towing period directives will be at the Boards discretion.**
2. The Association, its Board of Directors, and its Agent shall not be responsible for any towing charges, storage charges, or damages resulting from the removal of any vehicle(s) pursuant to this policy. All towing charges, storage charges, and/or damages incurred during towing and/or storage are the responsibility of the vehicle owner.
3. It is the responsibility of all **Landlords** to supply their Tenants with a copy of the Community Parking Procedures and Regulations and to inform them that adherence to these procedures is mandatory. Parking passes will be issued to the homeowner for distribution to their tenants.
4. **Residents are responsible** for advising family, guests or invitees of these procedures and regulations.
5. Each vehicle shall be parked only within the lines of marked parking spaces. Vehicles parked otherwise will be in violation of these regulations and may be subject to towing.

6. The use of any objects (including but not limited to motorcycles, bicycles, cones, chairs, etc.) to “save” an open parking space is prohibited. Any resident who obstructs a parking space(s) with snow or other obstacles shall be liable for the costs to remove the obstacle.
7. Definitions that apply to this document are found in SECTION III.1.
8. No vehicles, either licensed or unlicensed, including but not limited to motorbikes, go-carts and all-terrain vehicles (ATV’s) may be operated upon the Common Grounds, or resident’s property except in those areas specifically designated for such purposes. No vehicles shall be parked on private property, community grass or flower/tree beds or sidewalks, front or rear yards at any time.
9. Proper and prominent displaying of the Association parking permit is the responsibility of the resident, and failure to do so may result in the towing of the vehicle. Proper placement on a car/truck is hanging from the inside rear-view mirror, showing through the front windshield. Motorcycle permits shall be attached to the handlebars or the front left fork of the front wheel area. Any vehicle covered by a tarp or other type of covering must display a parking permit (when not in an assigned space) on the EXTERIOR of the cover.

## II. ENFORCEMENT

1. Prohibited vehicles and conditions:
  - a. The following vehicles and conditions constitute violations of these regulations, which may result in towing: **Vehicles meeting the criteria of 1.a.i and or 1.a.xiii below are subject to immediate towing.**
    - i. Vehicles failing to display properly the Association parking permit except for vehicles parked in the owners’ assigned space;
    - ii. State License plates not displayed or expired;
    - iii. Junk or inoperable vehicles;
    - iv. Stored vehicles not registered with the Board or Management Agent;
    - v. Trailers;
    - vi. Campers;
    - vii. Trucks and defined below;
    - viii. Camper trucks/motor homes;
    - ix. House trailers;
    - x. Boats;
    - xi. Boat trailers;
    - xii. Limousines/stretch vehicles;
    - xiii. Any vehicle parked in fire lanes or posing a safety hazard;
    - xiv. Improperly parked vehicles;
    - xv. Construction equipment;
    - xvi. Oversized vehicles;
  - b. Procedures – Towing:
    - i. Any vehicle in violation of these regulations will be subject to towing, which shall be conducted in accordance with State and County law.
    - ii. If a vehicle is in violation of these regulations, including any vehicle in violation that is parked in an assigned parking space, the Board or its Agent may securely attach a

NOTICE ON INTENT TO REMOVE (tow) ("Notice") in a conspicuous place on the vehicle. The Notice shall contain:

- a. The date and time the notice was attached;
  - b. A statement identifying the specific violation;
  - c. A statement that the violation must be corrected within forty-eight (48) hours after the Notice was attached, or the vehicle will be subject to towing at the vehicle owner's expense;
  - d. A statement that any vehicle failing to display current registration (current license plate) will be subject to towing seventy-two (72) hours after the Notice was attached; and
  - e. A statement that the vehicle will be subject to towing without any further notice if the same violation is repeated within 180 days after the date of the original Notice.
- iii. Removal of the Notice by any individual does not prevent the towing procedures from being fully enforced.
  - iv. Vehicles with violations not corrected after the forty-eight (48) hour Notice period may be towed from the Community, in accordance with the requirements of State and County law.
  - v. Immediate removal of any hazardous vehicle or any vehicle blocking a clearly marked fire lane or access to another vehicle, the Community or a building in the Community, without prior notice, can be authorized by any law enforcement personnel, emergency response personnel, or by a Board member or the Board's Agent.
  - vi. Before towing or authorizing the towing of any vehicle, the vehicle must be photographed to provide evidence of the violation or event that precipitated the towing of the vehicle. The photograph must be available for inspection by any interested party for at least one year, and a copy of the photograph must be provided to the vehicle owner along with the towing receipt required by law.
  - vii. Any vehicle with a valid handicapped registration plate or valid disabled person's parking permit conspicuously displayed shall not be towed unless: (a) the tow is expressly authorized by a police officer, or (b) the vehicle is blocking a clearly marked fire lane or access to another vehicle, the Community or a building in the Community.
- c. Appeal Procedures
    - i. Prior to towing: The vehicle owner must give written notice to the Board or its Agent and must provide a valid reason for not towing the vehicle. The Board will promptly review the appeal and will notify the vehicle owner in writing of its decision before the vehicle is towed.
    - ii. After towing: Appeals must be presented in writing to the Board at the regular monthly Board meeting.
  - d. Other Enforcement Options
    - i. In addition to, or instead of, towing a vehicle in violation of these regulations, the Association may enforce these regulations by exercising any and all other rights and remedies available to it under the Declaration of Covenants, Conditions, and Restrictions, or under applicable law.

2. Assigned Parking Spaces:

- a. The Board may designate an assigned parking space for exclusive use by the resident to whom the space has been assigned.
- b. The Board in its sole discretion shall have the right to rescind any parking space assignment for non-use of the space, any use of the space in violation of these regulations, or if the owner of a residence for which a parking space was assigned fails to maintain his/her assessment account in a current state, or fails to comply with a legally approved assessment payment plan. All violations listed in Section II, will apply to vehicles in assigned spaces as well.
- c. Procedures for assigned parking:
  - i. Each residence may be assigned the use of one (1) parking space. Assignment of a parking space shall be solely a revocable license to park in the space. In no case shall a parking space assignment be construed to mean that ownership or any leasehold or other real property right with respect to the parking space has been conveyed to any person. Parking areas and the individual parking spaces shall remain part of the Community's common areas as described in, and subject to all provisions of, the Declaration of Covenants, Conditions, and Restrictions, the Association's By-Laws and all other Association rules and regulations.
  - ii. Signs at entrances and elsewhere shall comply with the requirements of State and County law and shall indicate that parking is assigned or allowed by permit and that vehicles in violation of these regulations will be subject to towing in accordance with current law.
  - iii. Each resident with an assigned space shall be provided with a Letter of Limited Agency requiring the resident to comply with all applicable towing laws and to indemnify the Association and its managing agent from any claims arising from any tow authorized by the resident. Should the owners or occupants of a residence change (i.e., sale or rent), the Letter of Limited Agency issued to the previous owner or occupant shall immediately terminate, and its shall be the responsibility of the new owners or occupants to obtain a new Letter of Limited Agency from the Association. A new Letter of Limited Agency will not be issued until the existing Letter of Limited Agency has been returned or until the Board of Directors is provided with documentation that the ownership or occupancy of the residence has changed, or a written statement that the existing letter cannot be returned. There will be a charge for replacement of the Letter of Limited Agency.
  - iv. Motorcycles may be parked in assigned spaces along the curb in conjunction with another vehicle parked in the assigned space and neither will require a parking permit in order to park in the assigned space. Motorcycles parked in unassigned spaces must display Association parking permits.
- d. Procedures for towing unauthorized vehicles in assigned spaces:
  - i. The holder of a valid Letter of Limited Agency shall have authority to authorize the Association's designated towing company to remove an unauthorized vehicle from his/her assigned parking space only;
  - ii. Only the towing company designated by the Board shall be allowed to tow unauthorized vehicles under the provisions of this policy;

- iii. Upon responding to a towing request, the towing company shall require the Letter of Limited Agency and an additional piece of valid identification to be provided before the tow can be authorized. Both the towing company operator and the person holding the Letter of Limited Agency shall sign the document required to authorize the tow;
- iv. The owner(s) of any unauthorized vehicle removed by the towing company under the provisions of this policy shall be responsible for all towing and storage charges in addition to any damages incurred.

3. Guest Parking

- a. The Board shall have authority to provide for Guest parking, by designating Guest parking spaces, by issuing Guest parking permits, or otherwise, in its sole discretion.

**III. DEFINITIONS:**

1. The following definitions shall apply to these Vehicle and Parking Procedures and Regulations:
  - a. **Association** – The Williamsburg Square Community Council Corporation.
  - b. **Assigned Spaces** – Those spaces designated by the Board and for a specific resident’s exclusive use.
  - c. **Camper** – A camper is any vehicle drawn by a car or truck and used as a temporary or permanent dwelling, including a house trailer.
  - d. **Camper Truck** – A camper truck is any self-propelled camper.
  - e. **Common Areas** – Those areas owned and maintained by and for the Association.
  - f. **Construction Equipment** – All types and forms of construction machinery or power operated equipment of any size.
  - g. **Hazard** – Any vehicle parked in an area that can impede access of emergency vehicles, or any vehicle parked in a designated fire lane or “No Parking” area. Hazard also refers to any vehicle in a condition that poses a danger to health and/or safety.
  - h. **Improperly Parked Vehicles** – Includes any vehicle that impedes a properly parked vehicle from moving without first moving the improperly parked vehicle or that is parked on sidewalks, curbs, yards or common areas other than parking areas. Improperly parked vehicles also include, but are not limited to two or more vehicles parked in the same space, one vehicle parked in two spaces or any vehicle parked perpendicular to a curb but partially or totally behind another vehicle.
  - i. **Junk Vehicles** – A junk vehicle is any vehicle that appears incapable of passing current Maryland State Motor Vehicle Administration inspection procedures and/or appears inoperable.
  - j. **Motorcycle** – A two or three wheeled motorized vehicle that can legally be operated on Maryland roadways (ATVs, mopeds, dirt bikes, and off-road vehicles are prohibited on Community streets and parking areas).
  - k. **Guest** – Guest of a Community resident who parks a vehicle in the Community.
  - l. **Oversized Vehicle** – Any vehicle:
    - i. With a cargo (non-passenger) load capacity of one **and a half** (1.5) ton or greater;
    - ii. Having dual tandem wheels;
    - iii. That stands taller than nine (9) feet from the street surface to the highest point of the vehicle or to the highest point of any equipment or other item attached to the vehicle;
    - iv. Any vehicle that exceeds 19 feet in length from front to back including any attachments (plows, frames, mounts, hitches, as examples);

- v. Any vehicle wider than a marked parking space.
- m. **Parking Space** – An authorized area marked by two lines, either on the pavement or on the curb, for the parking of a vehicle.
- n. **Parking Permit** – A mirror hanger or sticker provided by the Association for identification of vehicles permitted to be parked in the Community.
- o. **Stored Vehicle** – Any vehicle which remains stationary in the common parking areas or driveways for a period exceeding fifteen (15) days. Stored vehicles must be registered in writing with the Board or its Agent. If a resident has a vehicle that they know will not or cannot be moved for more than fifteen (15) days (vacation, work issue, military deployment, etc.) they must contact the Board or its Agent and register the vehicle as a temporarily stored vehicle.
- p. **Trailer** – A trailer is any vehicle which is drawn by another vehicle having motive power but is incapable of motive power by itself.
- q. **Pickup truck** -- A pickup truck or pickup is a light-duty truck having an enclosed cab and an open cargo area with low sides and tailgate
- r. **Vehicles** – Vehicle means a conveyance that is motorized or otherwise drawn by motive power – such as cars, trucks, trailers, campers, house trailers, motorcycles, motorbikes, mopeds, dune buggies, golf carts, all terrains vehicles, unicycles, bicycles, tricycles, and such other similar modes of transport.