

DORSEY'S SEARCH TOWNHOUSE CONDOMINIUM, INC.
PARKING RULES AND REGULATIONS

WHEREAS, Dorsey's Search Townhouse Condominium, Inc. (the "Condominium") is a duly constituted condominium association in accordance with Maryland Law and the Condominium's Declaration, the Amendments to the Declaration and the Bylaws which are recorded among the Land Records of Howard County, Maryland; and

WHEREAS, Article V, Section 1 of the Condominium's Bylaws provides that the affairs of the Condominium shall be governed by the Board of Directors; and

WHEREAS, Article V, Section 2(d) of the Condominium's Bylaws empowers the Board of Directors to promulgate and enforce rules and regulations governing the general and limited common elements; and

WHEREAS, Article XIV of the Condominium's Bylaws provides that the Board of Directors may assign parking spaces within the Condominium; and

WHEREAS, Article XIV of the Condominium's Bylaws provides that each unit shall be entitled to two (2) parking spaces, that for those units constructed with a garage and driveway the two reserved spaces shall be the garage and driveway and for those units without a garage and driveway the two spaces shall be located within the Condominium's parking lots; and

WHEREAS, the Condominium has complied with Section 11-111 of the Maryland Condominium Act in promulgating these parking rules and regulations; and

WHEREAS, the Condominium has complied with Howard County Law governing the towing of vehicles from private property; and

WHEREAS, there is a need to establish a reserved parking

scheme and orderly procedures for the towing of illegally parked vehicles; and

WHEREAS, the Board of Directors desires to establish these procedures in conformity with the Declaration, the Bylaws, the Maryland Condominium Act and Howard County law.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors, on behalf of Dorsey's Search Townhouse Condominium, Inc., duly adopts the following parking and towing procedures:

1. Reserved Parking Spaces. Each unit shall be assigned two (2) reserved parking spaces. The reserved parking spaces for garage units shall be the garage adjacent to the unit and the driveway space located in front of said garage. The reserved parking spaces for units without garages shall be assigned from among those located within the Condominium's parking lots, pursuant to the diagram attached hereto. Each reserved parking space in the parking lot shall be clearly marked "Reserved," and numbered in such a manner as to identify the space as assigned to a particular owner, but not correspond to the house number of that owner. No person shall park any vehicle in a manner which obstructs access to a reserved parking space.

2. Guest Parking Spaces. Guests, visitors and licensees of owners or other occupants, shall park only in a parking space which is marked "guest". All such unreserved parking spaces shall be available on a first come first serve basis.

3. Parking Restricted. No person shall park any vehicle:

A. In any fire lane.

B. On any limited common element (indicated by the

"NUMBER" painted on the vertical curb surfaces) without the consent of the owner(s) for whose use the limited common element is reserved.

c. On any condominium road or common element, except in an unreserved parking space marked for that purpose.

4. Safety Rules All persons shall operate their vehicles in a safe manner and shall obey the following safety rules:

A. Speed Limit: No person shall drive any vehicle on the Condominium roads at a speed in excess in fifteen (15) miles per hour.

B. Traffic Control Obedience: The driver of any vehicle, unless otherwise directed by a police officer, shall obey the instructions of any traffic control device intended to control the operation of vehicles on Condominium roads.

C. Negligent Driving Prohibited: No person shall drive any vehicle on the Condominium roads in a careless or imprudent manner that endangers any property or the life or well being of any individual.

D. Vehicle Noise Prohibited. No person shall drive any vehicle on Condominium roads in any manner which would cause skidding, spinning of wheels or excessive noise.

5. Prohibited Vehicles. The following vehicles may not be parked in a common element parking space:

A. Inoperable vehicles

B. Vehicles with expired tags

C. Junk vehicles

D. Recreational vehicles, including but not limited to

- motor homes
- campers
- camp trucks
- house trailers
- boats
- boats or other trailers

E. Commercial vehicles, except for such period of time necessary to perform the business purpose of the driver of such vehicle. Commercial vehicles may only park in a guest parking space or in a unit owner's reserved parking space, provided the driver of such vehicle receives prior permission from the unit owner.

6. Towing. In the event a vehicle is illegally parked in a reserved parking space, the unit owner to whom the parking space is assigned shall have the authority to call the Condominium's authorized towing company and have the illegally parked vehicle towed, without notice to the vehicle owner, provided:

A. The unit owner signs an agreement indemnifying and saving harmless the Condominium from any damages, costs, losses, expenses or judgments incurred by or caused to any person or to any real or personal property by the towing and impoundment of the illegally parked vehicle.

B. The unit owner agrees to furnish his or her name, address, identifying number and reserved parking space number to the towing company's operator.

C. The unit owner authorizes the towing of the vehicle and

complies with all County procedures regarding the towing of a vehicle from private property.

7. Enforcement. In addition to the towing, if appropriate, any unit owner who fails to comply with these rules and regulations may also be subject to a fine of up to \$100.00 per occurrence. Upon notice of a violation, the Board of Directors or its designated agent will issue the violating unit owner a "cease and desist" notice requesting that the violation be cured within 10 days. If the violator fails to cure within the ten day period or if the violator cures within the ten day period, but repeats the same violation within 12 months of the first violation, a notice of hearing will be issued to the violator. The notice of hearing will state the alleged violation and provide the time, date and place for the hearing. The hearing will be held at an executive board meeting. At the hearing, the violator will be given the opportunity to be heard. The violator may present any evidence or witnesses that he or she may have and he or she has the right to be represented by counsel. If the violator does not appear at the hearing despite receiving proper notice of the hearing, the Board may nonetheless conduct the hearing and impose sanctions. The violator will be apprised of the Board's decision in writing and will be informed of the amount of the fine. In the event the unit owner fails to remit payment to cover the assessed fine, the fine shall constitute a lien on the property and shall be collected in the same manner as an assessment. Each day of a continuing violation may be considered a separate violation for which a fine may be assessed. Nothing herein shall be construed to limit the

Board of Director's right to any other remedies available to it at law or in equity.

8. Applicability. These rules and regulations shall apply to all unit owners, their tenants, guests and invitees. A unit owner shall be held responsible for any breach of rules and regulations by his or her tenant, guest or invitee.

ATTEST:

Date

President

COPY

Date

Secretary

These parking rules and regulations shall become effective on
JULY 1, 1993