

GREENBELT STATION MASTER ASSOCIATION, INC.

POLICY RESOLUTION NO.2017-1

PARKING & TOWING POLICY

[Unless otherwise noted herein, all capitalized terms shall have the same meaning as set forth in Article 1 of Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions (“Amended and Restated Declaration” or “Declaration”) for Greenbelt Station Master Association, Inc. recorded in the Land Records for Prince George’s County, Maryland (“the Association” or “the Master”)]

WHEREAS, Article VII, Sections 7.01 (a), (c), and (g) of the Association’s By-Laws provides to the Board of Directors (“Board”) the power to: (a) adopt and publish rules governing the use of the Common Area; (b) suspend the voting of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed thirty (30) days for infraction of published rules; (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Rules and Regulations, By-Laws, the Articles of Incorporation, or the Declaration (“Governing Documents”); and, (g) impose reasonable fines for any infraction of the provisions of the Association's Governing Documents

WHEREAS, Article IV, Section 4.1(C) of the Association’s Declaration provides that Member's right of enjoyment in the Common Area shall be subject to the right of the Association to adopt reasonable rules respecting use of the Common Area, including but not limited to, the use of the parking spaces, and to reasonably limit the number of guests of Members to the use of any facilities which are developed upon the Property;

WHEREAS, Article IV, Section 4.5(B) of the Association’s Declaration provides parking within the Property shall be subject to the restrictions set forth in the Declaration and that the Board shall have the power and authority to assign parking spaces within the Common Areas and to establish supplemental rules concerning parking on any portion of the Property, including, without limitation, reasonable fines and provisions for involuntary removal of any vehicle violating the provisions of this Declaration and/or such rules;

WHEREAS, Article VII, Section 7.01(f) and Article X of the Association’s By-Laws provides the Board may appoint committees and members thereof as deemed appropriate in carrying out its purposes;

WHEREAS, for the benefit and protection of all of the Association, the Board deems it desirable to establish procedures for the towing of vehicles consistent with principles of due process and the Governing Documents;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT pursuant to the above referenced provisions, the Board adopts the following policies and procedures for parking on Common Area and Association Property and the towing of vehicles in violation of the Governing Documents and this Resolution.

I. DEFINITIONS

The following items have been defined to simplify this Resolution. These definitions are intended to be consistent with the definitions found in the Governing Documents.

A. VEHICLE DEFINITIONS

1. Commercial Vehicle. A Commercial Vehicle includes, but is not limited to, any vehicle:

- with a rated carrying capacity of 1,500 pounds (3/4 ton) or more;
- with more than two (2) axles and not to exceed four (4) wheels;
- regardless of capacity, which displays advertising lettering and signs thereon (including, without limitation, "For Sale" or similar signs, but not including police cars or vehicles of a governmental agency);
- any vehicle that has visible commercial equipment attached to the exterior of the vehicle (i.e. ladders, pipes);
- which is licensed as a "for hire" vehicle;
- any private or public school or church buses; or,
- other large vehicle or similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Area).

2. Recreational Vehicle. A Recreational Vehicle includes, but is not limited to,

- any boat, jet ski, or other water vehicle;
- any trailer or fifth-wheel trailer;
- any vehicle that exceeds seven feet in height, nine feet in width, or eighteen feet in length;
- any mobile home, motor home or camper;
- any pop-up camp/tent trailer or other similar recreation-oriented, portable, or transportable facility or conveyance;
- dune buggies; or,
- any vehicle which would not normally be used for daily transportation or which is not licensed for use on the Maryland highways.

3. Junk Vehicle. A "Junk Vehicle" is a vehicle that is derelict, disabled, inoperable, or unable to be driven on private or public roads.

4. Abandoned Vehicle. "Abandoned Vehicles", as defined by Section 25-201(b)(3) of the Transportation Article of the Maryland Code, means any motor vehicle that has remained on the Property for more than 48 hours without the consent of the Association.

5. **Parked Vehicle.** A vehicle that is brought to a stop and the engine is turned off.

6. **Standing Vehicle.** A vehicle that is brought to a stop with the engine still on.

B. STREETS AND OTHER PARKING AREAS DEFINITIONS

1. **Private Individual Driveways.** Paved driveways located on an individual Owner's Lot leading to the individual Owner's garage.

2. **Open Parking Spaces.** Paved and painted parking spaces that are not marked as visitor parking spaces. See Section II. D. for rules pertaining to open parking spaces.

3. **Private Roads.** Paved roads owned and maintained by the Association. All state and county laws are enforced by the Greenbelt Police Department ("Police") and/or by the Fire Marshall on these private roads. These Association's Governing Documents are enforced by the Association on these private roads. The private roads in the Association are:

- Davis Point Lane;
- North Channel Drive;
- Sable Court;
- Settling Pond Lane; and,
- South Channel Drive.
- Smith's Cove Lane;
- Miner Street; and
- All Alleyways.

4. **Public Roads.** Paved roads owned and maintained by the City of Greenbelt Public Works Department. All state and county laws are enforced by the Police and by the Fire Marshall on these public roads. The public roads in the Association are:

- Greenbelt Station Parkway;
- North Center Drive;
- South Center Drive; and,
- Stream Bank Lane.

C. OTHER DEFINITIONS

1. **Common Area.** "Common Area" shall mean and refer to all real property owned or leased by the Association, or otherwise available to the Association, for the exclusive benefit, use and enjoyment of its Members and their guests, and includes, as may be applicable, any features which may be constructed within the Common Area. Notwithstanding the foregoing, in the event the Association maintains all or any portion of any of the Dwelling Units (as herein defined) or Condominium Parcels (as defined in the Declaration), such property shall not be considered part of the Common Area.

2. **Fire Lanes.** All areas designated as fire lanes, marked with signs and/or yellow striping and/or stenciling.

3. **Owner.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a Dwelling Unit situated on the Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.
4. **Private Alleyway Garage Lots.** "Private Alleyway Garage Lots" shall mean and refer to those Lots upon which rear-load garage townhouse dwellings shall be erected which are accessed in part through private alleyways within the Common Area.
5. **Property.** "Property" shall mean and refer to all real property described in Article II of the Association's Amended and Restated Declaration. The term Property shall not include that real property subjected to the First Amended and Restated Declaration by the Supplementary Declaration for the Association.
6. **Resident.** "Resident" means anyone who resides in the Association, whether owner, tenant, guest or invitee etc., of the Owner.
7. **Registered Vehicle.** "Registered Vehicles" means a vehicle displaying a resident parking permit.
8. **Good Standing.** The status of any Owner or Resident who is not in violation of the Governing Documents of the Association or delinquent on the payments of Assessments to the Association.

II. **PARKING RULES**

A. **PARKING PERMITS**

Any individual who operates or parks a motor vehicle on the Private Roads of the Association shall register for and display a resident parking permit on the vehicle. All permits expire on a date as determined by the Association. Information about resident parking permits is noted below.

B. **OWNER PARKING PERMITS**

All Owners will be issued two (2) resident parking permits per residence. The resident parking permit must be made visible at all times, by hanging on the rear-view mirror, in any vehicle parked in an open parking space. Any expired permit is not valid and can not be used. Replacement permits will be available at a cost of \$10.00.

C. **GENERAL PARKING RULES**

1. **Driveway and Garage Parking.** All Owners and occupants of Dwelling Units that contain a driveway pad and/or garage shall utilize the driveway pad and/or garage appurtenant to their Dwelling Unit for parking.
2. **First-Come, First-Serve Parking.** Unless within or specifically assigned to a particular Dwelling Unit, parking spaces within the Property shall be available on a first-come, first-served basis by the guests and invitees of all of the Owners of the Dwelling Units in the community.
3. **Parking on Sidewalk, Non-Paved Areas and Alleyways.** It is prohibited to park any motor vehicle on a sidewalk or on any non-paved common area or on any non-paved private property. No parking whatsoever

shall be permitted within the private or public alleyways. Vehicles shall park only in paved locations that are intended for parking (including lined parking spaces, driveways, and public road curbsides).

4. Double Parking. It is strictly prohibited to double park.

5. Fire Lane. Parking in a fire lane is a violation of the law and is prohibited by this Resolution. Any vehicle parked in a fire lane is also subject to ticketing/towing by the City of Greenbelt.

6. Interference. No vehicle belonging to any Owner, or to any guest or employee of any Owner, shall be parked in a manner that unreasonably interferes with or impedes vehicular access to any parking space assigned to any other Owner.

7. Storage. Nothing shall be stored upon any parking space nor shall the same be permitted to accumulate trash or debris.

8. Driving on Non-Paved Areas. No motorized vehicles shall be driven on non-paved common area, except such vehicles as are authorized by the Association, County, or State as needed to maintain, repair or improve the common area. No parking whatsoever shall be permitted within areas not designated as parking areas, including, without limitation, front and/or rear yards of the Lots.

9. Abandoned Vehicles. The Association shall monitor the Association's Property for abandoned vehicles. All abandoned vehicles may be towed at the vehicle owner's expense in accordance with the Prince George's County Code and the Municipal Traffic Code of the City of Greenbelt, Maryland ("MTC"). Abandoned vehicles, as defined by Section 25-201(b)(3) of the Transportation Article of the Maryland Code, means any motor vehicle that has remained on the Property for more than 48 hours without the consent of the Association.

10. Hazardous Vehicles. Vehicles shall not be parked or stored unattended in a hazardous condition, including, but not limited to, vehicles on jacks or blocks. Any motor vehicle that presents an imminent threat to persons or property is subject to immediate towing.

11. Repairs and Maintenance. Major repairs or maintenance to vehicles, painting of vehicles, or the drainage of fluids from the vehicles is not permitted in areas any the Association.

12. Equipment and Machinery. Except in connection with the construction activities of the Declarant or with the express written consent of the Association or its Agent, no equipment or machinery shall be parked or maintained on any Common Area.

13. Expired License Plates and State Inspection Decals. No vehicles shall be parked on Association Property (including private roads) with expired license plates, and/or state inspection decals.

14. Owner Responsibilities. Failure by any individual to find a valid parking space within the Association shall not excuse or exempt any individual for violations of these regulations, the Association's Governing Documents, County Law, the Municipal Traffic Code for the City of Greenbelt, and/or any enforcement remedies available to the Association. All Owners are responsible to ensure that their family members, employees, visitors, guests, tenants and agents observe and comply with all rules and regulations as may be adopted by the Board.

D. RECREATIONAL VEHICLE PARKING RULES

It is prohibited to park/store Recreational Vehicles kept upon the Property (including driveways, Common Area, private roads, and on the Dwelling Units) nor (except in bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. Motorcycles must be parked on surface parking areas or driveways or within garages.

E. RULES PERTAINING TO PARKING SPACES

1. Spaces to be Painted and Marked. The Association shall have all parking spaces on the paved common areas painted and marked per the parking plan specifications.

2. Parking within Spaces. All persons who park motor vehicles in lined parking spaces shall position their vehicle as close to the center of the parking space between the painted lines as possible. Overlapping the painted lines which separate parking spaces is prohibited. All vehicles whether parking by permit or otherwise, shall be parked wholly within painted lines marking each parking space.

3. Visitor Parking. Visitors may park for a seven day period without special permission. The seven day period shall begin when a vehicle first enters a visitor parking space and the period will not cease when a vehicle temporarily leaves the visitor parking space and returns. Visitor parking for more than a seven day period requires special permission from the Association. To obtain special permission, the vehicle owner must provide the following information:

- a. the vehicle's tag number;
- b. the address of the resident being visited; and,
- c. the duration of the intended visit.

5. Right to Open Parking Space. No person shall, through custom or alleged past practice, establish a right to an open parking space.

6. Consecutive Days. It is prohibited to park in an open parking space for more than seven consecutive, uninterrupted days.

III. ENFORCEMENT

A. GENERAL

The designee for the administration of this Resolution shall be the Association's Management Agent or an authorized member of the Board of Directors.

Upon the consent and request of the disputants, the Board of Directors will act to fairly adjudicate or arbitrate disputes that may arise among Owners or Residents related to the administration and enforcement of these rules. The Board of Directors reserves the right to fine Owners in any named violation of the Governing Documents. It is the responsibility of all Owners and Residents to comply with the Parking Committee and to instruct their residents, tenants, guests, and invitees to do so also.

Owners and Residents may report specific violations of the policy to either the Association's Managing Agent, the Greenbelt Police Department, or Fire Department as appropriate (see Section III, C. below, "Reporting Violations").

Invalidation of any of these paragraphs or sections by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect. If the Association must enforce these regulations through any form of legal action, the Owner or Resident shall be responsible for all expense and/or attorneys' fees incurred by the Association in enforcing the provisions of these regulations.

B. SIGNS/NOTICE.

1. Obtaining of Signs and Permits/Execution of Agreement. The Association shall obtain from the Director of the Environment (“Director”) approval for signs which shall be posted on said owner's property, pursuant to 26-142.03 of the Prince George’s County Code. Before erecting said sign or signs, the Association shall execute an indemnification and save-harmless agreement which shall provide that the Association owner shall indemnify and save harmless the County against any claim of damage resulting from the towing and impoundment of vehicles removed from said private property pursuant to this Division. Any signs, permits or stickers or other method indicating authorized parking on posted property must be approved by the Director as to design, size and content.

2. Approved Signs. The Association shall post approved, permanent signs in the parking areas and at each vehicle entrance and in such location as to be clearly visible from each entrance to the Property where parking is to be prohibited in accordance with Prince George’s County law. Pursuant to County and State Law, such signs shall:

- a. include the international tow truck symbol; and,
- b. state that unauthorized parking is prohibited;
- c. be at least twenty-four (24) high and thirty (30) inches wide in size;
- d. be made of a reflective material that can be seen in low light;
- e. include the telephone number and name of each towing company hired to tow unauthorized vehicles from the property and the address of the location where the vehicle can be reclaimed;
- f. state that a vehicle parked in violation of the restrictions may be towed and impounded at the vehicle owner’s expense;
- g. state that “*State law require that towed vehicles be available for redemption 24 hours per day, seven days per week*”;
- h. state the maximum amount that the owner of the vehicle may be charged for the towing or removal of an unauthorized vehicle;
- i. be sized and located so that it is able to be read by motorists in daylight and at night; and,
- j. be maintained in a legible and unobstructed condition.

C. REPORTING VIOLATIONS

1. City Violations. The following violations should immediately be reported to the Greenbelt Police Department and/or the Association’s Managing Agent

- a. vehicles parked in fire lanes; and,
- b. vehicles blocking fire hydrants.

Vehicles in violation along any public thoroughfare should be reported directly to the Greenbelt Police Department. For a listing of such violations, refer to the Municipal Traffic Code for the City of Greenbelt. The Public Roads in the Association, as designated by the City of Greenbelt, are:

- Greenbelt Station Parkway;
- North Center Drive;
- South Center Drive; and,

- Stream Bank Lane.

2. Association Violations. Vehicle violations that are **not** fire lane/fire hydrant violations nor public road violations should be reported to the Parking Committee. These types of violations include but are not limited to: Open Parking Space violations; Recreational Vehicle violations; Commercial Vehicle violations; Abandoned/Junk Vehicle violations; and/or vehicles with expired license plates and/or inspection decals.

The individual reporting the violation should provide the following information:

- a. vehicle's make and model;
- b. vehicle's color;
- c. vehicle's license plate number;
- d. vehicle's location;
- e. nature of violation;
- f. date and time of violation;
- g. any other related information; and,
- h. name, email, and phone number of the individual reporting the violation.

(**Note:** The contact information of the individual reporting the violation is required if the Parking Committee or the Association needs any follow-up information. This information is not passed on to the owner of the vehicle.)

D. VEHICLE VIOLATION REMEDIES AND PENALTIES

1. Fire Lane/Fire Hydrant Violation Penalties. These vehicles are subject to immediate ticketing and/or towing by Greenbelt Police Department, or the Association, at the expense and risk of the vehicle owner.

2. Public Road Violation Penalties. These vehicles are subject to immediate ticketing and/or towing by Greenbelt Police Department, or the Association, at the expense and risk of the vehicle owner.

3. Private Road Violation Penalties. When a Vehicle is determined to be in violation of the Parking Rules set forth herein, the Association is empowered to (1) authorize a tow pursuant to the procedures set forth in Section F below, and/or (2) assess fines to the owner of vehicle in accordance with Section E below. If the Association must enforce these regulations through any form of legal action, the homeowner shall be responsible for all expense and/or attorneys' fees incurred by the Association in enforcing the provisions of these regulations.

E. FINE SCHEDULE.

Any Registered Vehicle that is determined to have violated a parking regulation on a private road shall receive:

1. First violation: a written (email, fax or letter) notice is sent to the Owner of record, and, if applicable, to any Residents and/or guests that a violation has occurred. The Owner of the Registered Vehicle has 72 hours to correct the violation.

2. Second violation: A violation notice is placed on the vehicle, and a written (email, fax or letter) notice is sent to the Owner of record, and, if applicable, to any Residents and/or guests that a violation has occurred. The Parking Committee shall levy a fine in accordance with the Association's Due Process and Enforcement Procedures.

3. Fines for Violations of a Continuing Nature: If the violation is determined to be a continuing violation, the Board may levy a fine for the original violation and each day the violation continues will be deemed a separate violation subject to a separate fine for each offense/day that the violation continues not to exceed the amounts set forth in the Association's Due Process and Enforcement Procedures. Written notice of the Board's determination and any fine(s) shall be provided to the Owner, if applicable, to any Residents and guests.

4. Collection of Fines: Any fines levied shall be placed on the Owner's assessment account and be subject to collection, action, including but not limited to the imposition of a lien against the Owner's Dwelling Unit, in the same manner and under the same terms as any other assessment.

F. TOW PROCEDURE.

1. Authorization. Before towing or removing the vehicle, a person who undertakes the towing or removal of a vehicle from Association Property shall have authorization of the Association which shall include: (i) The name of the person authorizing the tow or removal; (ii) A statement that the vehicle is being towed or removed at the request of the parking lot owner; and (iii) Photographic evidence of the violation or event that precipitated the towing of the vehicle.

The Association and its towing company must retain each tow authorization form and, for those vehicles towed without a tow authorization form, the towing company must retain a record of the information furnished to the police for one year after the tow.

2. Unauthorized Towing. An unauthorized vehicle may be towed from Association property without the express authorization of the Association only if the vehicle is blocking a clearly marked fire lane or a handicapped parking space or access to another vehicle or alleyway, the Property or a Dwelling Unit on the Property.

Before towing or authorizing the towing of an unauthorized vehicle from Association property under this Section, a person must obtain photographic evidence of the violation or event that precipitated the towing of the vehicle. A copy of the photograph shall be kept with the vehicle while being transported and at the location where the vehicle is stored. The photograph shall be available for inspection by any interested party for a period of at least one (1) year. A copy of the photograph shall be provided to the vehicle owner upon request.

3. Current Registration. A vehicle must not be towed from Association property solely for a violation of failure to display a valid current registration under Section 13-411 of the Transportation Article of the Annotated Code of Maryland until 72 hours after a notice of violation is placed on the vehicle.

4. Surveillance of Parking Areas. The Association may not employ or otherwise compensate individuals, commonly referred to as "spotters", whose primary task is to report the presence of unauthorized parked vehicles for the purposes of towing or removal, and impounding.

G. EMERGENCY MOVING. The Association may move a vehicle within the Association without prior notice to the vehicle owner when moving the vehicle is necessary to remove large quantities of snow or debris, repair the roads or parking lot, or respond to a threat to a person's health or safety. Any emergency moving will be at the owner's expense if the owner failed to follow posted notices and the Association will inform the vehicle owner where the vehicle was relocated or return the vehicle to its original location as soon as possible.

H. HANDICAPPED VEHICLE OWNERS. The Association must not authorize a towing company to tow a vehicle with a valid handicapped registration plate or valid disabled person's parking permit conspicuously displayed from Association property without the consent of the vehicle owner unless:

- (1) the tow is expressly authorized by a police officer at the request of the unit owner; or
- (2) the vehicle is blocking a clearly marked fire lane or access to another vehicle, the property or a building on the property.

IV. ATTORNEYS' FEES AND LIABILITIES

A. OWNER RESPONSIBILITIES. Owners shall be responsible for all expenses and/or attorneys' fees incurred by the Association in enforcing the provisions of this Resolution.

B. LIABILITY.

1. The Association assumes no responsibility for any damage to any motor vehicle parked, operated or towed on Association Property. Similarly, the Association shall not be liable for any tow of a vehicle that has resulted from a violation of the rules contained herein.

2. Owners shall be held liable for any expenses incurred by the Association as a result of any damage done on the Association Property 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.

C. VALIDATION OF RESOLUTION. If any clause, phrase, provision or portion of this Resolution is invalid or unenforceable under applicable law, such condition shall not affect, impair or render invalid or unenforceable any other part of this Resolution.

D. SUPERSEDES PRIOR RULES. To the extent that the preceding rules are inconsistent with any duly adopted rule or regulation with respect to parking within the Association, these rules shall prevail. Otherwise, these rules supplement the prior rules, which remain in full force and effect.