

**WHITEHALL SQUARE HOMEOWNERS
ASSOCIATION, INC.**

Parking Rules and Regulations

January 06, 2009 version

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WHITEHALL SQUARE HOMEOWNERS ASSOCIATION, INC. PARKING RULES AND REGULATIONS

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PARKING RULES AND REGULATIONS
FOR
WHITEHALL SQUARE HOMEOWNERS ASSOCIATION, INC.

A resolution pertaining to adoption of a policy regarding parking

WHEREAS, Article IV, Section 4.2; Article IX, Section 9.1; and Article 9.7, Section 9.7; inclusive, of the Declaration of Covenants, Conditions and Restrictions for Whitehall Square Homeowners Association, Inc., (hereinafter referred to as Whitehall Square) establishes certain rules and restrictions pertaining to vehicles; and

WHEREAS, there is a need to clarify and further define the parking restriction under Article IV, Section 4.2, of the Declaration; and

WHEREAS, Article IX, Section 9.7, empowers the Board of Directors of Whitehall Square Homeowners Association, Inc. (hereafter referred to as the “Board”) with the authority to establish rules and regulations concerning the parking of vehicles on any portion of the Common Area and the Community Facilities, including private streets and on the individual Lots; and

WHEREAS, it is the intent of the Board, to provide safe and attractive parking areas, assure equitable parking arrangements, and establish equitable rules and regulations for the enforcement of these regulations:

NOW, THEREFORE, BE IT RESOLVED, the parking rules and regulations for Whitehall Square are hereby adopted as follows:

I. Definitions - As used in this resolution, the following words have these meanings:

1. Abandoned Vehicle(s) - Shall mean any vehicle that (i) has remained on the Common Areas or Community Facilities of Whitehall Square for more than 48 hours without the consent of the Board; or (ii) has remained on the Property, Common Areas or Community Facilities, or Lots of Whitehall Square for more than 48 hours and is not displaying currently valid registration plates; or (iii) any vehicle that meets the definition of “abandoned vehicle” under the Code of Maryland.
2. Authorized Vehicle - Shall mean any vehicle that is permitted to occupy parking space(s) at Whitehall Square.
3. Board - Shall mean the office and Board of Directors (and their agents) of Whitehall Square Homeowners Association, Inc.
4. Boat - Any vessel designed for navigation and/or travel on water, regardless of the size, type, construction or condition.

5. Bus - Shall mean any passenger vehicle designed to carry ten or more passengers with an omnibus, commercial or bus license.
6. Camper - Any vehicle drawn by a car, truck, or other vehicle used as temporary or permanent dwelling for recreational or non-recreational purposes.
7. Camper Truck - Any self-propelled camper.
8. Commercial Vehicle - Shall mean any vehicle with excessive advertising, signs or other markings, trucks in excess of $\frac{3}{4}$ ton and or vehicles requiring a Class B or Class C operating license (as defined by the Maryland Department of Motor Vehicles.) Such term does not include taxi cabs, police or other governmental agency cars, or vehicles with names of firms, real estate companies, or other vehicles which display names of firms on sides of vehicles, which otherwise would be considered a personal non-business vehicle.
9. Common Area / Community Facilities – Shall mean and refer to all real property owned, to be owned or leased by the Association, or otherwise available to the Association for the benefit, use and enjoyment of its Members and any improvements thereon, including, but not limited to, as may be applicable, all private streets and roadways, recreational or meeting facilities, stormwater management facilities, and other similar features. Notwithstanding the foregoing, in the event that the Association maintains all or any portion of any Lots(s), such property shall not be considered part of the Common Area.
10. Flat Bed - A vehicle where the cargo box (on a pickup or truck) or the rear portion (on an automobile or van) has been replaced by a deck and may also have sideboards or stake type side rails.
11. Handicapped - Shall mean the holder of a valid handicapped or disabled person's state registration.
12. Junk Vehicle - Any vehicle that is incapable of passing current Maryland State Motor Vehicle Administration inspection, or one that does not display proof of current registration plates, regardless of condition, any vehicle that is incapable of propelling itself or is inoperable.
13. House Trailer - Same as Camper.
14. Long Term - Period of time consisting of thirty (30) days or more
15. Lot(s) - Shall mean and refer to all subdivided parcels of land which are located within the (exclusive of the Common Areas) upon which a Dwelling may be constructed.
16. Moped - A small motorcycle-like vehicle.

17. Motorcycle - A vehicle with two wheels in tandem, propelled by an internal combustion engine and sometimes having a sidecar with a third wheel.
18. Motor Home - Shall mean any self-propelled vehicle designed and constructed primarily to provide temporary living quarters for recreational, camping, or travel use.
19. Occupant - Occupant refers to the owner(s) of any townhouse, to his/her tenants or renters, guests, invited or uninvited, and to any persons who are occupying or visiting said residence.
20. Oversized-Vehicle - Shall mean any vehicle with tires which extend beyond the body OR a vehicle which extends the width of one parking space to the painted lines OR a vehicle which extends beyond the length of the normal parking space OR one which, because of its size, limits the view of the adjoining spaces.
21. Parking - Shall mean the temporary stopping and placement of a vehicle in one fixed location. Temporary does not imply any form of storage, which is a long-term placement of a vehicle in one location. Long term is considered thirty days or more.
22. Parking Space - Shall mean the physical area within a space marked (and numbered, if applicable) upon the pavement as a single parking space for a vehicle, the physical area of an occupants' driveway or garage or the physical area of the Common Areas marked or intended for parking.
23. Property - Shall mean any real property that is annexed from time to time within the jurisdiction of the Whitehall Square Homeowners Association, Inc. (by the recordation of one or more Supplementary Declarations in accordance with the Declaration), Lot, Common Areas and Community Facilities of Whitehall Square.
24. Recreational Vehicle - Shall mean any vehicle intended primarily for recreational purposes. This includes off-road vehicles, including but not limited to, ATV's, dirt bikes, motor bikes, racing vehicles, campers, boats, motor homes, aircraft (airplanes, hot air balloons, ultralights and the like), house trailers, etc.
25. Short Term – Period of time consisting of less than thirty (30) days.
26. Storage - shall mean the long-term placement of a vehicle in one location (or moved about from one location to another to avoid the meaning of the term storage), and is not considered routine parking. Whether a vehicle is stored within the meaning of this definition shall depend on the facts and circumstances of each case. A vehicle shall be deemed to be stored when such vehicle has remained in one location (or moved about from one location to another to avoid the meaning of the term storage) for a period of thirty (30) days or more

27. Taxicab - Shall mean any vehicle conspicuously marked as a taxi, cab, or for hire and which has non-passenger licenses plates. Airport shuttle vans are defined as commercial vehicles.
28. Trailer - Shall mean any vehicle that is not self propelled and designed to be pulled or towed by a motor vehicle.
29. Truck - Any vehicle having a load capacity greater than 3/4 ton OR having more than four (4) wheels OR having more than (2) axles OR having wheels (not tires) with a diameter exceeding sixteen (16) inches. Pickup trucks with four (4) wheels, under 4,000 pounds, shall not be considered a truck for the purposes of this definition.
30. Unauthorized Vehicle - Shall mean any vehicle that is not authorized.
31. Van - A covered truck like vehicle having a cab and aft section covered by a continuous roof.
32. Vehicle - Shall mean any self-propelled devices on a highway suited for the transportation of persons or property upon a highway, and which is licensed by any state.
33. Visitor - A temporary resident visiting the Property or Lot for seven (7) days or less.

II. Parking Space

Parking is not permitted anywhere on a Lot other than a garage or driveway or appropriately striped and designated parking area. Driving or parking of any vehicle on lawns, sidewalks or any other unpaved area is expressly prohibited.

1. Parking Space Types

Parking spaces shall be one of the following types:

- a. Garage/Driveway
- b. Assigned
- c. Visitor
- d. Handicapped
- e. Common Area
- f. Street Parking

2. Parking Space Regulations

a. Garage/Driveway Parking

All homeowners, residents and other permanent or long-term occupants of any dwelling located on a Lot with a garage and/or driveway/pad shall only park in same garage and/or driveway.

b. Assigned Parking (Non-Garage dwellings)

Each townhome unit without a garage and/or driveway/parking pad shall be assigned two (2) parking spaces, to be determined on a court-by-court basis as determined by the Association as per attached **Exhibits “A-1” and “A-2”**. Assigned parking spaces shall be marked and identified as an assigned space, and are reserved for the exclusive use of the occupants of the units assigned. The Association shall have numbers painted within each parking space for the Board’s use in assigning parking spaces.

c. Visitor Parking

All parking spaces not designated and marked as Assigned Parking shall be marked as Visitor Parking. Visitor parking shall not be available for occupants to park extra or excess vehicles. Occupants will not be permitted to park in these spaces unless one of their assigned spaces is temporarily occupied by visitors, the telephone company, the electric company, or other similar service company vehicle, which is utilizing the occupant’s space. Abuse of the visitor’s parking spaces by occupants will result in the vehicle being tagged and towed.

All visitors, guests and invitees of occupant shall generally park in the garage or driveway/pad or assigned parking space of the associated occupant. Visitors may temporarily park in spaces specifically marked as visitor parking and, if necessary, on County and private streets, unless otherwise restricted or prohibited by signs, or other County regulations or ordinances. Visitors, guests and invitees are prohibited from parking in any prohibited area.

d. Handicapped Parking

Special consideration for location of assigned parking spaces will be given to occupants with valid handicapped registration plates. Occupants must prove they are eligible for a handicapped space by providing in writing to the Board the occupant’s (driver) name, address, home and work telephone numbers, vehicle make, year and model, and a photo copy of the driver’s operator license and vehicle registration. The handicapped space assigned, if available, will be considered to be one of the assigned spaces for the townhome unit.

Whitehall Square will provide the markings and signage required for the parking space(s). The unit owner requesting the handicapped space(s) will be responsible for all costs incurred by the Association in providing curb cuts, ramps, etc. All work of this type will be done under the direction of the Association. The homeowner shall submit a change request directly to the Board of Directors for handicapped requests.

Vehicles parking in specially marked Handicapped Spaces in the Common Areas without a valid handicapped or disabled person's state registration or placard will be towed at the vehicles' owner expense.

e. Common Areas and Community Facilities

Parking in Common Areas and Community Facilities shall be restricted to areas specifically striped and designed for parking. No overnight parking shall be allowed in such areas and shall not be used by occupants as overflow parking. Parking spaces located in the parking lots adjacent to any Community Facilities shall only be used by those residents and their guests during the time(s) they are using such facilities.

f. Street Parking

Private Streets

All homeowners, residents and other permanent or long-term occupants of any dwelling are prohibited from parking on private streets (internal townhouse streets). Reasonable allowances and limited exceptions shall be considered to accommodate visitor and guest parking on private streets (as noted per the aforementioned Section 2.c. Visitor Parking) unless otherwise restricted by signage. All restricted parking on privately owned streets shall be enforced by Whitehall Square Homeowners Association, Inc. or its agent.

County owned Streets and Rights-of-Way

All homeowners, residents and other permanent or long-term occupants of any dwelling shall abstain from parking on County controlled streets. Resident, occupant or other long-term parking on County controlled streets and thoroughfares shall comply with any County regulations or ordinances. All restricted parking on County controlled streets shall be enforced by the County.

III. Authorized Parking

The following types of Motor vehicles are the only ones authorized to park within Whitehall Square parking lots: conventional passenger automobiles; small vans; motorcycles; mopeds; and trucks or commercial vehicles not otherwise excluded as unauthorized vehicles or prohibited by County ordinance.

All motor vehicles shall display current license plates and be maintained in proper operating condition so as not to be a hazard or a nuisance by noise or exhaust emissions.

All rules and regulations will be applicable to the occupants, whether the occupants are the owners, renters, guests or visitors of the occupants.

IV. Unauthorized or Prohibited Parking

The following vehicles are prohibited from parking on the Common Areas and Community Facilities, Property and Lots in Whitehall Square: abandoned vehicles, airport shuttle vans, boats, buses, campers, camper trucks, commercial vehicles, disabled vehicles, flat beds, junk vehicles, house trailers, inoperable vehicles, trucks, tagalongs, welders, trailer accessories, any type of aircraft, and unlicensed vehicles and other vehicles or prohibited by County ordinance.

All vehicles (including motorcycles) must be parked within a defined and marked space: No parking is permitted in fire lanes, cross parking, yellow curbing areas, in restricted areas, double or stacked parking, on common grass areas, or on or over any portion of a sidewalk.

V. Storage of Vehicles

Boats, trailers, buses, junk vehicles, recreational vehicles, house trailers, other unauthorized vehicles, or unlicensed or inoperable vehicles and any other unauthorized vehicle shall be prohibited upon the Common Areas and Community Facilities at all times. Motor vehicles of any nature not bearing a valid current license tag and not having a current registration and not in proper operating condition and would fail a vehicle inspection shall not be parked on the streets or Common Areas or Community Facilities at any time. Long-term storage of authorized vehicles must have prior approval of the Board of Directors.

VI. Automotive Repairs

Except for bona fide emergencies, vehicle repairs are only permitted within garages. The repair or maintenance of automobiles or other vehicles shall not be performed in parking areas, Common Areas or Community Facilities or within or upon any residence (unless in a garage) if any said repair renders the vehicle inoperable for longer than twenty-four (24) hours. Any vehicle leaking oil, gasoline, or other automotive fluid upon the common elements is subject to immediate removal. The cost of leakage cleanup will be charged to the occupant as a maintenance assessment by the Board. The cost of removal, storage and retrieval of the vehicle will be the responsibility of the owner of the vehicle.

VII. Motorcycles

Motorcycles may not be parked on sidewalks, front or side lawns, or between parallel parked cars. Motorcycles may park within the same parking space with another vehicle as long as it does not interfere with another parking space or another vehicle or does not extend beyond the bounds of one parking space. Motorcycles shall park with the kickstand on the concrete gutter portion of the curb, or alternatively, with a pad under the kickstand to prevent any damage to the asphalt.

VIII. Non-Ownership and Non-Division

The assignment of parking spaces shall not confer ownership, or any right of ownership, to such spaces, nor shall it be construed as a division of the common element.

IX. Availability and Access of Parking

The Association shall not be liable for, guarantee the availability, or guarantee access to a parking space for any reason.

X. Additional Parking Rules

1. Authorized vehicles must park only within the marked bounds of a single parking space or driveway/pad. No part of a vehicle may protrude to the bounds of a single parking space, including beyond the curb, extend over or onto any sidewalk.
2. With the exception of a motorcycle parking in the same assigned parking space of the occupant as noted above, authorized vehicles cannot occupy more than one marked parking space.
3. Unauthorized vehicles are not permitted to park in any parking space.
4. Vehicles may not park anywhere on the Property other than in a marked parking space, driveway/pad or garage. The parking of vehicles on any portion of the Lot, excluding the driveway/pad or garage is expressly prohibited and is subject to immediate removal. All costs associated with the removal, including but not limited to, the cost associated to repair damages to the Common Area or the subject property, shall be the responsibility of the vehicle or unit owner.

5. Vehicles may not park in streets, whether public or private, as may be restricted by signage.
6. Emergency response providers recommend all vehicles park not more than six (6) inches from the curb.
7. Vehicles may not be stored anywhere on the Property without express written consent of the Board.
8. Abandoned vehicles or unauthorized vehicles may not be parked or placed anywhere on the Property and are subject to towing.
9. Visitor parking spaces are not to be used by occupants. These spaces are reserved for visitors and guests. Vehicles abusing the visitor spaces will be towed.
10. Occupants are responsible for contacting the towing company for removal of vehicles from their parking spaces only (towing is optional at the discretion of the occupant). The owner of the towed vehicle will be responsible for the towing charge.
11. Tools, ladders, pipes or conduits may not extend beyond the vehicle and in no way shall they, the vehicle or the contents, block any part of the sidewalks.
12. All terrain vehicles (ATV's), off-road motorcycles and off-road vehicles of any kind are prohibited in the Common Areas and Community Facilities and private road areas and as may be prohibited by County ordinance.
13. Occupants shall not re-assign, transfer or change the assignments or markings on any space designated without obtaining the prior written consent of the Board.
14. If any provision of these Rules and Regulations shall be held in violation of any applicable laws or unenforceable for any reason, the invalidity or unenforceability of any such provision shall not invalidate or render unenforceable any other provision hereof, which shall remain in full force and effect.

XI. Enforcement of Parking Regulations

Illegally parked vehicles and those parked in prohibited areas are subject to towing. Moving a prohibited vehicle from one space to another does not constitute removal from the Property, and will be considered a reoccurring violation.

This resolution may be enforced by one or more of the following:

1. Towing and/or
2. Fine

XII. Towing

A vehicle in violation of any of these parking rules and regulations is subject to being towed at the vehicle owner or operator's risk and expense. Occupants are responsible for and shall notify the towing company for their parking spaces only. The Board or its management agent will have the authority to authorize towing of other vehicles in violation of these parking rules and regulations.

1. Towing Service

The Board shall authorize its management agent to contract with a towing company to provide towing service for Whitehall Square.

2. Expense of Towing

All cost of towing, damages due to towing, storage of vehicle after tow, and retrieval of vehicle, or other applicable and/or appropriate charges shall be responsibility of the vehicle owner in question.

XIII. Fines

Any vehicle in violation, which is associated with a unit owner (self owned, guest, relative, invitee or visitor), whether or not owned by the unit owner, may cause a fine to be imposed directly upon that unit owner. Such fine shall be assessed pursuant to the current Whitehall Square Due Process Rights and Procedures and shall be in addition to any towing expenses incurred, if applicable. The current published fine rates are:

- \$ 50.00 per first occurrence/first day
- \$ 100.00 per all subsequent occurrences/days thereafter
- \$ 2,000.00 maximum fine for each violation/infracton

IV. Enforcement of Violations - Fines

Enforcement of these parking rules and regulations shall be as provided by Resolution of the Board and pursuant to the current Whitehall Square Due Process Rights and Procedures. The Board reserves the right to alter, amend, or modify the Whitehall Square Parking Rules and Regulations at any time deemed necessary and appropriate, and the occupants agree to abide by any such alterations, amendments or modifications.

In addition to the means for enforcement provided elsewhere herein, the Board shall have the right to levy fines against any Member and against an Owner as a result of violations of his guests, relatives, lessees or invitees in the manner set forth herein, and such fines shall be collectible as any other assessment such that the Board shall have a lien against the Lot of such Owner as provided in this Declaration, the By-Laws and the Articles of

Incorporation, and such fine(s) shall also become the binding personal obligation of such Owner or Member.

- i. The Board or its Agent shall be charged with determining where there is probable cause that any of the provisions of these rules and regulations of the Board has been violated. In the event that the Board of Directors or its Agent determines a violation has occurred, it shall cause the Board or its Agent to provide written Notice of Hearing (the "Notice") to the Owner alleged to be in violation, and the Owner of the Lot which that resident occupies if such person is not the Owner, of the specific nature of the violation and of the opportunity for an appeal by the Board upon a written request made within Seven (7) days of the sending of the Notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine. The Notice shall also specify, and it is hereby provided, that in lieu of requesting an appeal, the Owner may respond to the notice within Seven (7) days of its sending, acknowledging, in writing, that the violation occurred and promising that it will immediately and henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate the enforcement activity of the Board with regard to such violation and no fine shall be assessed..
- ii. If an appeal is timely requested, the Board shall conduct a hearing not less than Fifteen (15), but not more than Sixty (60) days following receipt of the alleged violator's written notice in accordance with the hearing guidelines. Either party may be represented by counsel.
- iii. Subsequent to any appeal, or if no appeal is timely requested and if no acknowledgment and promise is timely made, the Board may levy a fine and/or sanction for each violation in the amount provided herein from the earlier of the date the violation was known to occur or the date of the Notice of Violation. Additionally, the Board may remediate or otherwise remove the infraction as may be required at the Owners sole expense.
- iv. A fine pursuant to this section shall be assessed against the Lot owner which the violating party occupied or was visiting at the time of the violation, whether or not the violator is the Owner of that Lot, and shall be collectible in the same manner as any other assessment, including by the Board's lien rights as provided in this Declaration. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying or visiting his Lot payment of the amount of any fine(s) assessed against that Lot.
- v. Nothing herein shall be construed as a prohibition of or limitation on the right of the Board to pursue any other means of enforcement of the provisions of the Governing Documents, including, but not limited to, legal action for damages or injunctive relief.