

WOODSTREAM EAST HOME OWNERS ASSOCIATION, INC.

EFFECTIVE DATE: June 1, 2001

PARKING REGULATIONS AND ENFORCEMENT

The purpose of this document is to establish regulations governing the types of vehicles that may or may not be parked regularly in Woodstream East (see Article IX, Section 3, "WEHOA By-Laws," which empower the WEHOA Board of Directors to make and enforce such regulations not in conflict with existing covenants or by-laws).

These regulations shall be enforced on all common areas and private property within the community of Woodstream East.

Definitions:

Parking Committee: Shall mean and consist of a Chairperson (appointed by the Board of Directors) and committee members with the responsibility to monitor and enforce WEHA parking regulations as directed by the Board of Directors.

Reserved Parking Space: For a residence without a garage, shall mean a single, numbered parking space located in the common area assigned to a particular residence. No space will be reserved for garage units.

Common Area: As defined in Section 8 of the By-Laws, WEHOA, Inc., shall include sidewalks, curbs, parking areas, roadways, pathways, and certain areas of green space. The Board of Directors is responsible for the care, upkeep, monitoring, and enforcement of regulations governing the use of common areas.

Excluded Vehicles: The following vehicles and equipment are not authorized to park on the Woodstream East common grounds:

- a. Any vehicle with dual rear axles or dual rear wheels.
- b. Any public or private school bus.
- c. Any boat, trailer or semi-trailer.
- d. Any farm implement or construction equipment.
- e. Any vehicle which has a gross rated load greater than or equal to 1,500 pounds (3/4 ton) capacity.
- f. Any vehicle which overall exceeds one or more of the following dimensions: eight (8) feet in height, six (6) feet eight (8) inches in width, twenty-two (22) feet in length.

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- g. Any mobile home, park trailer, travel trailer, or fifth wheel trailer regardless of interior configuration.
 - h. Any vehicle not licensed for operation on a public street.
 - i. Any motorized vehicle not legal for operation on the highways of Maryland.
 - j. Inoperable vehicles shall mean any vehicle which is partially or completely disassembled by parts that are essential for operation or minimal safety standards as defined by the Maryland State vehicle inspection regulation; or removal of tires and/or wheels, engine, or otherwise not in operable condition. This will include vehicles placed on jacks or with flat tires.
 - k. Abandoned vehicles which shall mean any motor vehicle, trailer, or semi-trailer that:
 - 1. is inoperable and left unattended on common property for more than 72 hours;
 - 2. has remained illegally on common property for more than 72 hours;
 - 3. has remained on private property for more than 72 hours without the consent of the owner or person in control of the property; and/or
 - 4. has remained on common property for more than 72 hours and is not displaying currently valid registration plates, or is displaying registration plates of another vehicle.
 - l. Stored vehicles shall mean any vehicle which remains stationary in the common parking areas or drive ways for a period exceeding thirty (30) days. Proof of this violation must be supplied in writing by a member of Woodstream East. The member must be willing to witness and testify that the vehicle in question has been stationary for a period exceeding thirty (30) days. The owner – if known – will be notified in writing before a vehicle is towed.
- 1. Residents of the Woodstream East Community are entitled to use reserved parking spaces (with the right of ingress and egress), as assigned by the Parking Committee and administered by the Board of Directors on the basis of one numbered parking space for each residence without a garage. Any unnumbered parking space may be used on a "first come - first served" basis by residents, guests, or others having business in Woodstream East in compliance with these rules.
 - 2. All vehicles must be parked within lines designating the parking spaces and shall be parked so as not to obstruct the sidewalks or to interfere with the normal flow of traffic.
 - 3. No excluded vehicles as previously defined shall be kept on the common area or private property unless out of sight in a closed garage.

4. No vehicle may be parked in any location other than a space intended for parking. Specifically, no vehicle may be parked in any area designated as a fire lane, upon any lawn area, or on sidewalks. No vehicle shall be parked, or left standing, so as to block the normal flow of traffic, sidewalks, or other parking areas.
5. Repairs, repainting, or changing of oil on any vehicle shall not be permitted upon any common area or private property; except that minor repairs or adjustments, such as the rotation of tires, adjusting the timing, or cleaning of spark plugs, or other minor procedure that will not cause leakage of fluids shall be permissible.
6. Nothing except operable vehicles shall be placed upon any of the common parking areas. Any objects such as storage bins, boat cradles, and construction equipment including ladders, scaffolding, cement mixers, tar trailers, etc., shall be prohibited.
7. No go-carts, or other unlicensed motor vehicles (except "mopeds" approved for use on Maryland state roadways) shall be ridden within the community. No person shall operate a motorized vehicle within the community without a proper operating license. Damages to common areas or private property within the complex by use of any vehicle, including hired or leased vehicles, shall be punishable by the amount of repair, replacement, or legal action as shall be determined by the Board of Directors.
8. All non-resident owners are responsible to ensure that their tenants comply with these rules and all residents are responsible for informing their guests of these rules.
9. The Board of Directors reserves the right to reassign designated parking spaces. The reserved and numbered parking spaces normally will not change; residents may exchange their spaces by mutual consent. For hardship circumstances or due to handicapped parking requirements, the Member should notify the Board of Directors in writing.
10. Towing Plan. The WEHOA Board of Directors will take action to enforce these regulations to include removal and impoundment of "unauthorized" vehicles as defined herein. These regulations, together with any amendment properly filed in the Depository, shall become a part of the homeowner's documents and shall constitute "prior notice" of the rules and regulations to be observed. Towing may take place without prior notice.

Except as performed by County officials, all towing will be performed by a towing company contracted by the WEHOA Board of Directors.

Fees. As determined by contracted towing company.

Responsibility. The vehicle owner will be responsible for all charges. WEHOA will not be responsible for damages or inconvenience resulting from the removal of an unauthorized vehicle.

Authority. All towing requests will be authorized and directed by the Community Association Manager, an Officer of the Board, or its designated agent.

Exception: If a vehicle is parked in a space assigned to another homeowner, that homeowner may have the vehicle removed by contacting the towing company directly, providing proof of reserved parking assignment, and signing the authorization slip provided by the driver. In such cases, the homeowner agrees to indemnify and hold harmless the Board of Directors, the Community Association Manager, and any agent from any loss, damages, claims, judgements, or expenses resulting from such towing or impoundment.

Vehicle Recovery. The towing company will provide information concerning the location of towed vehicles.

11. The cost of towing and storage will be the responsibility of the vehicle owner.
12. Upon receipt of a complaint, the Board of Directors shall determine the merits of the complaint and, if warranted, a written notice will be mailed to the verified owner of the vehicle, or to the homeowner, that the vehicle is in violation of these regulations and that, unless the vehicle is removed immediately, it will be towed.
13. Woodstream East HOA shall not be responsible, nor liable for, any loss, damage, or other non-administrative costs that may result from this reserved parking space program. Any individual violating these rules and regulations shall be responsible for any and all damages sustained by the Woodstream East HOA, including, but not limited to attorney fees.