

**Avenel Community Association
Amended Parking Rules and Regulations**

WHEREAS, Article II, Section 1 of the Declaration of Covenants, Conditions and Restrictions of the Avenel Community Association (“**Declaration**”) establishes the common right and easement of enjoyment in and to the Common Areas of the Avenel Community Association (“**Association**”) by every Member of the Association, subject to, among other things, the Association’s right to establish uniform rules and regulations pertaining to the use of such Common Areas and the right of the Association to provide for the exclusive use by certain Members of designated parking spaces within the Common Areas; and

WHEREAS, Article IX, Section 1 of the Declaration provides that the Association, subject to the rights of the Members, shall have responsibility for and control over the Common Areas of the Association; and

WHEREAS, Article VII, Section 1(a) of the Bylaws of the Avenel Community Association (“**Bylaws**”) provides that the Board of Directors shall have the power to adopt and publish rules governing the use of Common Areas and conduct of the Members and their guests thereon, and to establish remedies for infractions of such rules and regulations; and

WHEREAS, Article VII, Section 1(c) of the Bylaws further provides that the Board of Directors shall have the power to “exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership” by the Bylaws, the Declaration or other governing documents of the Association; and

WHEREAS, Paragraph C. 14 of the Declaration of Protective Land Use Standards Avenel (“**Land Use Standards**”) establishes certain limitations on vehicles within the Association community; and

WHEREAS, in order to carry out its authorities under the Declaration, Bylaws and Land Use Standards and provide for the proper use of the Common Areas for parking, where applicable, the Board of Directors wishes to amend the previously adopted Avenel Parking Policy, with the Parking Rules and Regulations provided herein.

NOW THEREFORE, BE IT RESOLVED THAT the following Parking Rules and Regulations are hereby adopted by the Board of Directors and effective October 24, 2016:

1. **DEFINITIONS:** All capitalized terms, if not defined herein, shall have the meaning ascribed to such terms in the Declaration.

2. **PARKING RIGHTS:** Unless designated as a no parking area by signage, painted curb, fire hydrant, fire lane or emergency vehicle area, residents and guests of Residential Units within the Association are entitled to use the public and private streets within or appurtenant to the Properties for the parking of vehicles unless such vehicles are Prohibited Vehicles as defined herein. Certain streets and parking lots within the Association Properties and/or owned by the

Association are private and part of the Common Areas and thus, subject to control and regulation by the Association. Such private streets are identified in **Exhibit A** attached hereto and incorporated herein.

3. **PROHIBITED VEHICLES:** As provided in the Land Use Standards, except as provided in Section 4 below, the following are “**Prohibited Vehicles**,” which are restricted within the Association: any vehicle without a current and valid registration, inoperable vehicles, trucks (over 1/2 ton capacity), trailers, campers, vans, horse trailers, recreation vehicles, boats or any vehicle having commercial registration or displaying commercial information or similar equipment. Except as provided in paragraph 4 below, Prohibited Vehicles shall not be stored or parked on any of the Lots or the Common Areas within the Association.

4. **STORAGE OF PROHIBITED VEHICLES WITHIN GARAGE SPACE:**
Notwithstanding paragraph 3 above, Prohibited Vehicles may be stored within garages.

5. **RESTRICTIONS APPLICABLE TO THE COMMON AREAS:**

a. Driving or parking a motorized vehicle of any kind on any of the Common Areas (other than the private roads that are designated for vehicle use), including, but not limited to the grass areas, sidewalks and walking paths, is strictly prohibited. Notwithstanding, the location of Residential Unit and Common Area boundary lines and the other limitations contained herein with respect to the Common Areas, driving and parking on the courtyard areas of the Prescott and Gates Villages within the Association are subject to limitations as provided in the recorded Declarations of Covenants, Conditions and Restrictions applicable to such Villages. In particular, there are restrictions against parking and limitations on the types of vehicles that may be permitted on the courtyard areas and with respect to loading and unloading vehicles in such areas.

b. Obstructing the Common Areas, including, but not limited to, blocking the roadway, or obstructing trash enclosures or other similar obstructions, is strictly prohibited. Obstructing mailboxes, driveways, access ways and other similar portions of the Residential Units is strictly prohibited.

c. Double parking, parking within 30” of a stop sign, fire hydrant or otherwise in an unsafe condition is strictly prohibited.

d. Except for emergency vehicles or otherwise in the event of a bona fide emergency, parking is prohibited on the cobblestone courtyards within the Association. Additionally, except for emergency vehicles, no truck over ½ ton shall be allowed on and over the cobblestone courtyards and driveways within the Association.

e. All Members and residents and guests of Residential Units in the Association shall abide by the parking restrictions stated herein, posted speed limits, stop signs and other posted driving restrictions and any and all applicable regulations of Montgomery County or the State of Maryland while on the Common Areas of the Association. Members shall be responsible for ensuring that their tenants and guests abide by these parking restrictions and shall be subject to enforcement for any violations by their tenants and guests.

6. **REPAIRS NOT ALLOWED:** Except for bona fide emergencies, repair to vehicles, or extraordinary maintenance of automobiles or other vehicles shall not be performed on any Lot or within the Common Areas or Areas of Common Responsibility of the Association.

7. **DAMAGES:** Any damages to the Common Areas or Areas of Common Responsibility by use of any vehicle, whether owned, hired or leased, shall be the responsibility of the Member. The Member shall be liable and responsible to the Association for the cost of the repair or replacement of damages to the Common Areas, including, but not limited to, cobblestone and paved driveways, private streets, parking lots and grass areas.

8. **ASSUMPTION OF RISK/NO ASSOCIATION RESPONSIBILITY:** Neither the Association nor its Board of Directors shall be responsible for damage to vehicles or loss of property from vehicles parked on the Common Areas. Any person parking on the Common Areas of the Association assume all risks associated with parking his/her vehicle on such Common Areas.

9. **PLEASANT GATE PROVISIONS:** There is a Common Area parking lot within the Pleasant Gate Village (the "Pleasant Gate Parking Lot") that provides for parking of vehicles by residents of the Residential Units in Pleasant Gate as such Residential Units do not contain garages or other parking facilities. As a result, and consistent with Article II, Section 1(f) of the Declaration, the Association has assigned designated parking spaces within the Pleasant Gate Parking Lot for the exclusive use of the Members residing in the Residential Units within Pleasant Gate, or their tenants, family members and guests. The residents of Pleasant Gate and their guests shall abide by the following rules specifically applicable to the Pleasant Gate Parking Lot:

a. Two (2) numbered spaces within the Pleasant Gate Parking Lot shall be assigned to each Residential Unit within Pleasant Gate for the exclusive use of the residents and/or guests of such Residential Unit. The Association may, at its sole discretion, provide vehicle stickers, vehicle tags or other means of designation for the assigned spaces.

b. Any other spaces within the Pleasant Gate Parking Lot that are not numbered and assigned shall be for the use of the residents of Pleasant Gate on a first come, first served basis. The Association may, at its sole discretion, provide vehicle stickers, vehicle tags or other means of designation for parking within the Pleasant Gate Parking Lot.

c. All other parking restrictions provided in these Rules and Regulations shall apply to any parking within the Pleasant Gate Parking Lot.

d. The Board of Directors may, in its sole discretion and consistent with applicable law, assign limited authority to tow unauthorized vehicles from exclusive use parking spaces assigned to a Residential Unit to the owner or resident of the applicable Residential Unit. In the event that the Board makes such limited assignment of the enforcement authority as provided in this subparagraph d., the assignee owner or resident of the applicable Residential Unit shall be responsible for complying with all enforcement requirements outlined in these Rules and Regulations and applicable law, shall accept any and all liabilities for such

enforcement actions and shall indemnify the Association and the Board of Directors with respect to any enforcement actions taken pursuant to the assignment.

10. **ENFORCEMENT.** The Association may enforce these Rules and Regulations using any one or more of the following enforcement methods, each of which is not mutually exclusive:

a. The Association may tow vehicles in accordance with the requirements of the Montgomery County Code, as it may be amended from time to time ("County Code") under the following circumstances and at the expense of the owner of the offending vehicle:

i. Vehicles parked in fire lanes or otherwise in violation of the County Code requirements may be towed as authorized by law. This may include towing ordered by the Montgomery County Police Department;

ii. Vehicles that are obstructing Common Areas, sidewalks or any parking space, parked on Common Area grassy areas, interfering with the Association's and or its contractor's ability to remove snow, and/or complete other posted work such as, but not limited to asphalt paving and repairs or vehicles that are parking in two spaces, may be towed at the request of the Association and by the Association's contracted towing contractor, if necessary for safe use of the Common Areas by others, in accordance with County Code requirements.

iii. Unauthorized vehicles that are parked in an assigned parking space or that do not contain Association required vehicle stickers, tags or other parking designations, if applicable, may be towed at the request of the Association and by the Association's contracted towing contractor, in accordance with the County Code requirements.

b. In addition to the Association's authority to tow vehicles that are in violation of these Parking Rules and Regulations in accordance with the procedures and requirements of the County Code, noncompliance with these Parking Rules and Regulations may be considered violations and may be subject to enforcement by the Association in accordance with the Avenel Document Enforcement Procedures, which enforcement may include the imposition of penalties, including fines and/or other penalties as provided by the Avenel Document Enforcement Procedures.

EXHIBIT A
COMMON AREA PARKING AREAS

Beman Woods Court

Beman Woods Way (past the intersection of Wing Foot Court)

Deer Hollow Lane

Fox Gate Court

Orchard Gate court

Pleasant Gate Lane

Sandalfoot Court

Sandalfoot Drive

Town Gate Lane (past the intersection of Town Gate Court)

Turnberry Drive

Turnberry Court

Rapley Preserve Drive

Rapley Gate Terrace

Pierce Point Court

Rapley Ridge Lane

Rapley Preserve Circle

York Manor Way

9501 Beman Woods Way (ACA Parking Lot)

10001 Oaklyn Drive (ASTF Parking Lot)