

**HABATAT I SECTION A CONDOMINIUM
PARKING RULES AND REGULATIONS
REVISION: February 27, 2007**

In accordance with the Master Deed and the By-Laws of the Habitat I Section A Condominium, the Board of Directors has established rules and regulations to safeguard the harmonious use the Common Areas designated for vehicle parking. The following are the revised Parking Rules and Regulations for Habitat 1, Section A Condominium that were approved at a meeting of the Board of Directors on February 23, 2006, and have been placed into effect on March 1, 2006. These Parking Rules and Regulation are provided and can be amended at any time; any changes to the Parking Rules and Regulations will be disseminated to the Unit Owners.

All Unit Owners, their Tenants, and their Guests shall observe and abide by all of the Habitat I Section A Condominium (Habitat) Rules and Regulations, as well as Anne Arundel County and State of Maryland parking and traffic laws and regulations. Failure to observe and abide by these laws, rules and regulations may result in a vehicle being removed from the Common Areas designated for vehicle parking by an independent contractor, at the owner's expense, for which Habitat accepts no responsibility or liability.

I. General

1. Common Areas are defined in the Habitat I Master Deed Section 4) b) as "All streets, curbs, sidewalks, & parking areas."
2. The Common Areas designated for vehicle parking in Habitat are for the exclusive use of Unit Owners, their Tenants, their Guests, and for those having business with Habitat.
3. No parking spaces are assigned except the parking spaces immediately in front of each Unit's designated garage door.
4. A valid Parking Permit issued by Habitat through its designated management company is required to park in all parking spaces in the Common Areas designated for vehicle parking in Habitat except for the assigned parking spaces immediately in front of each Unit's designated garage door.
5. Fines may be imposed, parking privileges may be revoked or a vehicle may be removed from the Common Areas designated for vehicle parking by an independent contractor as a result of failure to observe and abide by these Rules and Regulations.
6. A Unit Owner, who is a landlord, may transfer a Parking Permit and the privilege to park in the parking space immediately in front of a Unit's designated garage door and it is the Unit Owner's responsibility to ensure that the Tenant observes and abides by these Rules and Regulations.

II. Restricted Uses

1. The parking space immediately in front of each Unit's designated garage door is restricted as permit-free parking for that Unit.
2. Vehicles may park in any unrestricted parking space with a valid Parking Permit issued by Habitat. Restricted areas include: parking spaces in front of each Unit's designated garage door, fire lanes, pedestrian areas, fire hydrant zones and all designated no parking areas.
3. Any vehicle parked in the restricted parking space immediately in front of each Unit's garage door without the permission of the Unit Owner/Tenant will be subject to removal by an independent contractor at the vehicle owner's expense, even if the vehicle is properly registered and displays a valid Parking Permit issued by Habitat. The responsible Unit Owner is also subject fines and revocation of parking privileges by the Habitat.
4. Vehicles must have current tags and registration and be register to an address in Habitat. Vehicles must be in a working and driveable condition. Vehicles may not remain parked in one parking space without moving for more than ten (10) days unless a written request is submitted in advance to and approved by the Board of Directors.
5. Vehicles may not be driven on or parking on curbs, sidewalks, walkways, grass areas, planted areas or any other Common Area not specifically designated for vehicle parking.
6. No double-parking is permitted.
7. Only ordinary light maintenance may be performed by the owner on vehicles owned by and registered to Unit Owners/Tenants in the Common Areas designated for vehicle parking. Except for emergencies, a hired mechanic may not perform repair work on a vehicle parked in Habitat. Major vehicular repairs are not permitted. Removing and/or replacing the engine, transmission, or differential is not permitted. Repair work that entails using more than one space is not permitted. During those periods of time when maintenance work is not in actual progress, the vehicle must have all tires firmly affixed and the tires must be the means by which the vehicle is supported and resting on the ground. Under no circumstances can the vehicle be left unattended on cinder blocks, jacks, or ramps. Any damage, soiling, or unsightly condition caused by the work must be corrected. The Unit Owner(s) responsible for the resident/vehicle will bear sole responsibility for the correction or liability for damage.
8. Watercrafts, including but not limited to; sailboats, powerboats, jet-skis, waverunners, windsurfers, and water skies, as well as trailers, are not permitted in the Common Areas of Habitat. All watercraft will be subject to removal by an independent contractor and the watercraft owner's expense and the responsible Unit Owner is also subject fines and revocation of parking privileges by the Habitat.
9. No derelict vehicle, business or commercial vehicles, ATV's or recreation vehicles are permitted in the Common Areas of Habitat.
 - a. A "derelict vehicle" is any vehicle that is un-driveable on public highways, roads, or streets due to lack of proper Local, County, or State registration or licensing. Included in this definition of "derelict vehicle" is any vehicle that was originally designed or manufactured to transport persons or property on a public highway, road, or street and that is un-driveable from lack

of maintenance, junked, scrapped, dismantled, disassembled, or in a condition otherwise harmful to the public health, welfare, peace, safety or environment.

b. A "business or commercial vehicle" is defined as any vehicle, equipment or machinery, whether or not the vehicle, equipment or machinery is licensed or otherwise authorized to travel upon public highways, roads, or streets, specifically but not limited to: vehicles classified as $\frac{3}{4}$ ton or more, vehicles with visible commercial logos or business advertisement, vehicles without sides such as panel vans and trucks, semi-trailers; tractors for semi-trailers; trucks; step-vans; box trucks; construction equipment; cement mixers; compressors; forklifts; buses; tow trucks; dump trucks; trucks with roll-back beds; trailers; any other similar vehicles, equipment and machinery classified as commercial by the manufacturer; and pickup trucks, passenger vans, and cargo vans used for commercial purposes. Any vehicle that has tools or other apparatus installed is considered "commercial". This includes vehicles with such items as ladder racks, air compressors, welding or metal bending equipment and wood or glass racks.

c. An "ATV" is defined as any un-licensed 2 or 4-wheeled vehicle that operates under its own power.

d. A "recreational vehicle" is a vehicle-type unit which contains any temporary living quarters for recreational camping or travel use which either has its own motor power or is mounted on or towed by another vehicle. Primary examples are: travel trailers, fold-down camping trailers, truck campers and motor homes.

10. Unit Owner(s) will be issued one valid Parking Permit per Unit. A valid Parking Permit is defined as one issued by Habitat to a Unit Owner(s) with a permit number that has not been voided.

a. Parking Permits will only be issued to a Unit Owner(s) who is current in all monthly condominium fees, special assessments, late fees and other financial obligations to Habitat.

11. To be valid, a Parking Permit must have a permit number that has not been voided and must be affixed in the designated location of the top left corner of the rear window (driver's side). For convertibles, vehicles with tinted rear windows and other vehicles without an obvious rear window, the Parking Permit must be affixed in the bottom right corner of the front windshield (also on driver's side).

12. Motorcycles are only permitted to park in the restricted parking space immediately in front of each Unit's designated garage door. Motorcycles are not eligible for a Parking Permit and are not permitted to park in any other area of the Common Areas in Habitat.

III. Enforcement

1. Failure to observe and abide by the Habitat Parking Rules and Regulations may result in fines being imposed, parking privileges being revoked or removal of a vehicle from the Common Areas designated for vehicle parking by an independent contractor.

2. Counterfeit parking permits. Any duplication or facsimile of an original Parking Permit will be considered a counterfeit and the vehicle will be subject to removal and the owner to additional penalties. The authentic Parking Permit will be confiscated and the original permit number voided, when a permit holder is found to be counterfeiting a Parking Permit. Revocation of the one allotted Parking Permit means that the Unit Owner(s) must pay a \$25.00 fee to get a new valid Parking Permit. In addition, the permit holder will lose the right to park in Habitat for 30 days, incrementing in 30 additional days per incident (e.g., 30 days for the first incident, 60 days for the second incident, and so forth).
3. Financial delinquency. If a Unit Owner is more than sixty (60) days delinquent in monthly condominium fees, special assessments, late fees or any other financial obligations to Habitat, regardless of the total amount, the Board of Directors shall provide the Unit Owner(s) with written notice and grant the Unit Owner(s) the right to be heard. The Unit Owner(s) may respond by appearing in person before the Board of Directors at such time and place as provided in the notice or replying in writing by the date as provided in the notice. Failure to respond shall constitute waiver of all privileges. The Board shall revoke the Parking Permit and void the permit number, which shall subject the vehicle to removal from the Common Areas of Habitat. A new valid Parking Permit may be issued, if at the time of application for a new permit, the total amount necessary to bring the Unit Owner's(s') account current has been paid and recorded in the books of the management company. Revocation of a Parking Permit shall result in the Unit Owner(s) paying a \$25.00 fee to get a new valid Parking Permit.
4. Towing or removal shall be carried out by an independent contractor. Habitat accepts no responsibility or liability for the actions of the independent contractor.

IV. Voiding and Replacing Parking Permits

1. A Parking Permit can be exchanged for a new Parking Permit without charge if it becomes damaged or if the Unit Owner(s) or their Tenant(s) change the vehicle registered for parking in the Common Areas designated for vehicle parking.
2. Parking Permit numbers are voided when:
 - a. The Unit Owner(s) sells the Unit.
 - b. The Parking Permit is exchanged.
 - c. A new Parking Permit is issued.
 - d. The Unit Owner(s) is sixty (60) days or more delinquent in financial obligations to Habitat as set forth in III. 3 above.
 - e. The Parking Permit holder is found to have counterfeited a Parking Permit.
3. The replacement cost for a Parking Permit is \$25.00, regardless of the reason. Only exception is IV. 1 above.
4. The Board of Directors will consider appeals upon submission of a written request.

NOTE: Guest parking is available on Aberdeen Drive and Aberdeen Court, which are Anne Arundel County streets.