

**Franklin Mills Townhouse Association, Inc.**  
**Parking & Towing Policy**

RECORDING FEE	50.00
TOTAL	50.00
Res# B485	Rcpt # 17188
SH LL	Blk # 338
Sep 11, 2007	10:44 am

**WHEREAS**, Franklin Mills Townhouse Association, Inc. ( hereinafter the "Association" ) is a duly constituted Association in accordance with Maryland Law and the Association Declaration and By-Laws which are recorded among the land records of Baltimore County Maryland in Liber 7616, Folio 020, et seq.; and

**WHEREAS**, Article II, Sections 1 of the Declaration, establishes for the benefit of the Owners a non-exclusive easement and right-of-way for pedestrian and vehicular ingress, egress and regress and for the parking of vehicles and other purposes considered necessary and appropriate by the Board of Directors of the Association; and

**WHEREAS**, Article VII, Section 1.a of the By-Laws provides that the Board of Directors shall have the power to adopt and publish rules and regulations governing the use of the Common Area.

**WHEREAS**, the Board of Directors of the Association on September 14, 2006 adopted the Parking Rule which restricts the parking to no more than two (2) vehicles per Lot in the common area of the Association; and

**WHEREAS**, the Association has erected the signs containing County approved language authorizing the towing of improperly parked and/or unauthorized vehicles from the Common Area; and

**WHEREAS**, there is a need to establish a reserved parking plan and procedure for towing of improperly and/or unauthorized parked vehicles, and incorporate the September 2006 Parking Rule; and

**WHEREAS**, the Board of Directors desires to establish these procedures in conformity with the Declaration, the By-Laws and as otherwise as provided by law,

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors on behalf of Franklin Mills Townhouse Association, Inc., duly adopts the Following parking and towing policy:

### 1. Parking Rights

Ownership of each Lot shall entitle the Lot owner thereof the use of two (2) parking spaces, together with the right of ingress and egress upon the parking area set aside in the Common Area of the Association in accordance with parking and towing procedures set out herein. The two spaces assigned to each townhouse will be designated by stenciling the last two digits of each house number at the front of each space. Any vehicles in excess of two per townhouse unit must be parked elsewhere.

### 2. Approved Vehicles

Parking areas shall be used for the parking of passenger cars and trucks used for private passenger use. All other vehicles are prohibited except such other vehicles may be parked by occasional visitors and in connection with a commercial delivery and/or services performed in the community.

### 3. Prohibited Vehicles

The following types of vehicles are not approved for parking in the parking spaces located on the Common Area of the Association and are subject to towing:

- a. unlicensed vehicles and/or vehicles with expired license plates;
- b. vehicles with out of state license plates that have been parked in the common area for a period greater than 30 days;
- c. inoperable and/or junk vehicles;
- d. stored vehicles that remain in parking spaces identified as "Visitor" parking for periods in excess of 10 days;
- e. vehicles under repair or undergoing extraordinary maintenance;
- f. vehicles fitting the generally accepted definition of: a tractor-trailer, house trailer, recreational vehicle (RV), boat and boat trailer, camper, delivery and/or service truck;
- g. commercial vehicles displaying advertising or signs and vehicles for hire to include taxi cabs and private buses;
- h. vehicles in excess of three-quarters of a ton in gross weight. Additionally, any vehicle displaying advertising, ladders, debris or apparatus will not be permitted, with the exception of maintenance vehicles performing repairs to townhouses or common areas, which vehicles are not to be left over night.
- i. vehicles considered by the Board of Directors to be a hazard or a nuisance by, noise, exhaust emissions or appearance; and
- j. unauthorized vehicles parked in reserve parking spaces.

- k. It is prohibited for any motorized vehicles, i.e., motorcycles, all-terrain vehicles, etc. to be permitted at any time upon common area grass. Anyone violating this rule may be subject to a fine in addition to the cost of replacing damaged common area grass. The only motorized vehicles allowed on common area grass are for the sole purpose of lawn and landscape maintenance.

#### 4. **Responsibility for Damage**

The Lot owner is responsible for repairs to the parking areas resulting from leaking oil or other liquids coming from the Lot owner's vehicle or from a vehicle under the control of the Lot owner. The Association and its employees and/or agents assumes no liability for damage to a vehicle parked in the Common Area.

#### 5. **Reserved Parking Spaces**

Each Lot owner shall be entitled to two (2) reserved parking spaces. Each reserved parking space in the parking lot shall be clearly marked and numbered. All other common area parking spaces will be marked as "visitor" spaces and are available on a "first come, first serve" basis. The Board of Directors reserves the right to modify the number and location of reserved parking spaces at any time.

#### 6. **Towing**

In the event a vehicle is unlawfully parked in a reserved parking space or parked in a reserved space without the Lot owner permission, the Lot owner to whom the parking space is assigned shall have the authority to call the Association's authorized towing company and have the unlawfully parked vehicle towed. In the event a vehicle does not comply with the Association's Amended and Restated Declaration of Covenants, Conditions and Restrictions, any Lot owner shall have the authority to call the Association's authorized towing company and have the unlawfully parked vehicle towed. In either circumstance, the vehicle will be towed provided:

- a. The Lot owner signs an agreement indemnifying and saving harmless the Association, Board of Directors, its employees and/or agent, from any damages, costs, losses, expenses or judgments incurred by or caused to any person or to any real or personal property by the towing and impoundment of the illegally parked vehicle.
- b. The Lot owner agrees to furnish his or her name, address, and state issued driver's license identification card to the towing company's operator.

c. The Lot owner agrees to pay the towing company's service charges in the event that the illegally parked vehicle is removed before the towing company arrives.

d. The Lot owner is present at the time of towing and signs the tow slip.

The Lot owner may assign his or her rights and privileges as set out above provided the Lot owner provides the Association notice in writing of its intention to assign this procedure and the person and or persons to whom this procedure is assigned provides the Association with an agreement indemnifying and saving harmless the Association, Board of Directors, its employees and/or agent, from any damages, costs, losses, expenses or judgments incurred by or caused to any person or to any real or personal property by the towing and impoundment of the illegally parked vehicle.

**ATTEST:**

Ann d. Morris  
SECRETARY

6/6/07  
DATE

Edward J. Lee  
PRESIDENT

6/6/07  
DATE

I hereby certify that this Policy Resolution was duly adopted by the Board of Directors on **September 14, 2006** and I instruct the Association's agent, American Community Management, Inc., to mail, by 1st class mail, each Lot owner of Franklin Mills Townhouse Association, Inc.

Edward J. Lee  
President

This Resolution shall become effective on 6/6/07

BALTIMORE COUNTY CIRCUIT COURT (Homeowners Association Record) 45, p. 0212, MSA\_CE539\_45. Date available 02/20/2015. Printed 09/20/2019.

# Receipt of Documents

(Relative to the parking and towing policy of Franklin Mills Townhouse Association, Inc.)

I/We, (Please Print) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, the undersigned owner(s) of

(unit address) \_\_\_\_\_, are in receipt of the following documents:

1. Franklin Mills Townhouse Association, Inc. Parking and Towing Policy
2. Indemnification and Hold Harmless Agreement

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

BALTIMORE COUNTY CIRCUIT COURT (Homeowners Association Record) 45, p. 0213, MSA\_CE539\_45, Date available 02/20/2015. Printed 09/20/2019.

# INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

(Relative to the parking and towing policy of Franklin Mills Townhouse Association, Inc.)

I/We, \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, the undersigned owner(s) of

\_\_\_\_\_, a Lot within the Franklin Mills Townhouse Association, Inc. and assigned the parking space number as per the attached Parking and Towing Policy has/have read the policy and agree to comply with its terms and conditions.

I/We further agree to indemnify and hold the Association, its Board of Directors and its employees and/or agent, harmless from any damages, costs (including court costs and attorney's fees), losses, expenses or judgments incurred by or caused to any person or to any real or personal property as a result of my/our authorization of the towing and impoundment of any vehicle(s) from my/our assigned common area parking space identified above.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_