

**Agreement Concerning  
The Towing of Motor Vehicles**

This AGREEMENT CONCERNING PARKING AND TOWING OF VEHICLES (this "Agreement") made this twenty-seventh day of September, 2009 by and among THE COUNCIL OF UNIT OWNERS OF CONDOMINIUM RESIDENCES I OF FALLSGROVE, INC. ("Council I"), THE COUNCIL OF UNIT OWNERS OF CONDOMINIUM RESIDENCES II OF FALLSGROVE, INC. ("Council II"), and THE COUNCIL OF UNIT OWNERS OF CONDOMINIUM RESIDENCES III AND IV OF FALLSGROVE, INC. ("Council III & IV"). (Council I, Council II, and Council III & IV are sometimes hereinafter individually referred to as a "Council" and collectively referred to as the "Condominiums" or "Councils.")

WHEREAS, the Board of Directors of Council I is the governing body vested with decision making authority with respect to the matters set forth in this Agreement ("Board I"); the Board of Directors of Council II is the governing body vested with decision making authority with respect to the matters set forth in this Agreement ("Board II"); and the Board of Directors of Council III & IV is the governing body vested with decision making authority with respect to the matters set forth in this Agreement ("Board III & IV") (Board I, Board II, and Board III & IV are sometimes collectively referred to herein as the "Boards"); and

WHEREAS, Condominium Residence I of Falls Grove, Inc., Condominium Residence II of Falls Grove, Inc., and Condominium Residences III and IV of Falls Grove, Inc. are separate condominium associations located adjacent to one another in Rockville, Maryland; and

WHEREAS, the Councils desire to establish rules related to the towing of motor vehicles parked improperly within the general common elements ("GCEs") and limited common elements ("LCEs") of the four ownership parcels upon which the three (3) Condominiums are located;

NOW THEREFORE, in consideration of the above recitals, each of which is made a part of this Agreement, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Councils agree as follows:

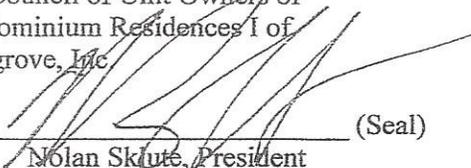
1. Each Board will provide the other Boards a current, complete, and timely list of its residents' registered vehicles. This list will be kept confidential and will only be distributed to the members of the Boards. This list will be updated as new vehicles are added or deleted from this list.
2. Each Board will provide the other Boards with the names and telephone numbers of three (3) Board Designees who will serve as points of contact for issues involving improperly parked vehicles.
3. Board Members from the Councils or the Property Management Company may authorize the towing of improperly parked vehicles under the following conditions:
  - a. Prior to initiating action to have a vehicle towed, reasonable efforts will be made to notify a Board Designee from the Council in which the owner of the Improperly Parked vehicle is registered that towing action is going to be initiated—provided however, that such notification efforts are not required in those instances in which a vehicle is improperly parked (1) in or behind a tandem garage parking space of an individual unit owner; (2) in such a manner as to preclude a vehicle that is properly parked in a striped parking space within the GCEs from exiting that parking space; (3) in such a manner as to preclude a vehicle that is parked in an external garage or in an internal double garage from exiting such garage; (4) in a handicapped parking space; (5) in a fire lane that is designated as such; (6) in such a manner that one or more motor vehicles that are properly parked in an authorized parking location within

the GCEs are precluded from moving out of the authorized parking locations; (7) in such a manner as to block access by the trash disposal service to any of the dumpsters; or (8) in such a manner as to create a danger to persons or property, such as parking in a location that will block the ingress or egress of vehicles in or out of the GCEs from or to Blackwell Road or Wood Hill Road.

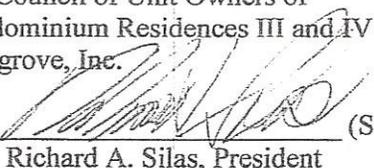
- b. Any vehicles that are in violation of the Parking Rules and Regulations of the Councils may be towed with the consent of a Board Member or the Property Manager after the proper notification procedure, as outlined in the Parking Rules and Regulations, has been administered and the violation has not been corrected.
4. The procedures for notifying the towing company that is under contract with the condominiums ("Towing Company") to initiate action to tow an improperly parked vehicle are:
- a. For motor vehicles that are improperly parked behind or in a tandem parking garage space of an individual unit owner ("IUO"), the preferred procedure is for the IUO to contact a Board Member or the Property Management Company. As an alternative, for this type of violation only, the IUO may contact the Towing Company directly. In this event, such unit owner shall be liable for any and all costs associated with any claims, lawsuits, judgments and attorney fees related to the towing of the improperly parked motor vehicle and shall hold harmless and indemnify the Councils (and the Associations and Boards of Directors related to such Councils) from and for the aforesaid costs.
  - b. For motor vehicles that are improperly parked in any manner, the Towing Company may be notified by any member of the three (3) Boards or by the Property Management Company for the Condominiums.
5. Each of the three (3) Boards shall ensure that all owners/residents of the Condominiums are aware of the provisions of paragraphs 3 and 4, of this agreement, including the individual liability provision described in paragraph 4.a., above and shall include reference to such provisions in their Condominium By-Laws and/or Rules and Regulations no later than September 30, 2009. Each Board will advise the other two Boards when reference to these provisions is in fact included in its Condominium By-Laws and/or Rules and Regulations. Failure to comply with this paragraph by September 30, 2009, shall render this Agreement null and void.
6. The term of this Agreement shall be ten (10) years from the date it was entered into.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the date set forth above and intending to be legally bound hereby.

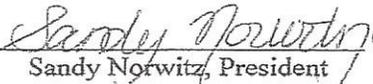
The Council of Unit Owners of  
Condominium Residences I of  
Fallsgrove, Inc.

By:  (Seal)  
Nolan Skute, President

The Council of Unit Owners of  
Condominium Residences III and IV of  
Fallsgrove, Inc.

By:  (Seal)  
Richard A. Silas, President

The Council of Unit Owners of  
Condominium Residences II of  
Fallsgrove, Inc.

By:  (Seal)  
Sandy Norwitz, President