

# **HOMEOWNER GUIDE**

**MARYLAND PLACE  
HOMES CORPORATION**

# **HOMEOWNER GUIDE**

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# MARYLAND PLACE HOMES CORPORATION, INC.

10120 APPLE RIDGE ROAD  
MONTGOMERY VILLAGE, MARYLAND 20886-1000

(301) 948-0110 FAX (301) 990-7071

[www.mvf.org](http://www.mvf.org)

*Dear Resident,*

*Maryland Place has been around since 1971. As part of the Montgomery Village planned community concept, its founders wanted to insure that this venture in harmonious community living had a good chance of not only succeeding but also improving with age.*

*The developer, right from the beginning, created Covenants. These are ground rules for striking a balance between individual preferences and community standards in matters of aesthetics and maintenance. The aim of the covenants is to preserve the intrinsic value of our neighborhood.*

*The Covenants have served us well. Our neighborhood is even more attractive and well maintained now than it was when it was new, and property values continue to rise.*

*For your convenience, this handbook includes a copy of the Covenants along with details on the services, policies and regulations that apply to our community. It was prepared by the Board of Directors of Maryland Place Homes Corporation, a group of volunteers—your neighbors—who are elected by you to enforce the Covenants and to work out the mundane details of all the community services you enjoy in Maryland Place.*

*We hope this handbook will be informative and handy. If you have questions, complaints or suggestions that relate to our neighborhood, please call the Maryland Place manager during regular business hours at the Montgomery Village Foundation, 301-948-0110. Our manager will field your call or put you in touch with the right person on the Board or elsewhere. The more involved you are, the better things are. Let us hear from you.*

*Maryland Place Homes Corporation  
Board of Directors*

MARYLAND PLACE HOMES CORPORATION  
WHERE YOUR MONEY GOES

As an owner of a home in Maryland Place Homes Corporation, you are a member of the Montgomery Village Foundation and of the Maryland Place Homes Corporation. Your assessments are billed to you with a coupon book. All payments are made to the Montgomery Village Foundation, but are divided into three portions as indicated on a sample coupon on the following page.

The portion indicated on the first line of your bill goes to support a budget separately prepared by the Maryland Place Homes Corporation. The homes corporation is responsible for the maintenance and repair of all community-owned property within Maryland Place. These properties include private streets, sidewalks, postlamps and common greenspace. Snow removal and grass cutting are two major budget items. A portion of the budget funds covenant control.

The second portion of your bill pays for operating the community centers and pools owned by the Montgomery Village Foundation. Community centers and pools are Whetstone, Stedwick, North Creek and Lake Marion. Three additional pools are Watkins Mill, Apple Ridge and Hurley Park. All are available for your use. Scheduled activities are held at the centers, and information regarding them is available at the Recreation Department, MVF Administrative Center, 10120 Apple Ridge Road, 301-948-0110.

The final portion of your bill goes directly to the Montgomery Village Foundation to pay for administrative services which include architectural control, maintenance of Village lakes and parks and the support of Village-wide activities of the Montgomery Village Foundation Recreation Department and the publications of the *Village News*.

Any questions regarding your assessment bill may be referred to the MVF Financial Affairs Department at the MVF Administrative Center, 10120 Apple Ridge Road, 301-948-0110.

# SAMPLE

First Coupon

Number 1 Account Number MP13 10 Date Due JAN 1, 2008 Amount Due \$238.45

Make check payable to: After This Date Pay This Amount  
Montgomery Village Foundation, Inc. JAN 31, 2008 \$264.64

*Allow 5 business days for mail delivery*



MONTGOMERY VILLAGE FOUNDATION, INC.  
PO BOX 17077  
BALTIMORE, MD 21297-1077

Payment Consists Of:

MARYLAND PL HC 112.45  
DU 68.58  
MVF 57.42  
TOTAL \$238.45

MPL MP13 140 10 01012008 0000023845 1

Last Coupon

Number 4 Account Number MP13 10 Date Due OCT 1, 2008 Amount Due \$238.45

Make check payable to: After This Date Pay This Amount  
Montgomery Village Foundation, Inc. OCT 31, 2008 \$264.64

*This is not your final payment. A new book will arrive before your next payment is due.*



MONTGOMERY VILLAGE FOUNDATION, INC.  
PO BOX 17077  
BALTIMORE, MD 21297-1077

Payment Consists Of:

MARYLAND PL HC 112.45  
DU 68.58  
MVF 57.42  
TOTAL \$238.45

MPL MP13 140 10 10012008 0000023845 0

Last Coupon

Number 4 Account Number MP13 10 Date Due OCT 1, 2008 Amount Due \$238.45

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MVF 57.42  
TOTAL \$238.45

MPL MP13 140 10 10012008 0000023845 0

Date Pd. Ck. #

Date Pd. Ck. #

Date Pd. Ck. #

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Folio 721

1971 FEB -5 7:12:58

FIRST SUPPLEMENTARY DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

MARYLAND PLACE

THIS DECLARATION, made this 28 day of January 1971, by KETTLER BROTHERS, INC., hereinafter called "Developer,"

WITNESSETH:

WHEREAS, Developer has heretofore on the 5th day of February, 1971, had recorded in the land records for Montgomery County, Maryland at 12:57R, a Declaration of Covenants, Conditions and Restrictions applicable to certain land in Montgomery Village as therein described and for the purpose of the efficient preservation, protection and enhancement of the values and amenities of Montgomery Village and to insure the residents' enjoyment of certain easement rights created therein and some of which are applicable to a certain local community created by Developer and known as "Maryland Place" and some of which are applicable to the larger community of Montgomery Village; and

WHEREAS, Developer deems it desirable to file certain additional covenants and restrictions as hereinafter set forth pertaining to the use of any land located within Maryland Place and for the purpose of the efficient preservation, protection and enhancement of the values and amenities of Maryland Place.

NOW, THEREFORE, the Developer declares that the real property described in Article II and made subject to the said Declaration of Covenants, Conditions and Restrictions recorded in the land records for Montgomery County, Maryland at 12:57RM on the 5th day of February, 1971, and such additions thereto as may hereafter be made pursuant to said Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the supplemental covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

1. Developer will execute on behalf of the Owners of certain of the properties within Maryland Place an agreement with the Washington Suburban Sanitary Commission fixing the basis for the front foot benefit charges for those said certain properties served by the Washington Suburban Sanitary Commission and such basis for front foot benefit charges shall thereafter apply and be binding upon the Owners of those said certain properties.

2. Developer will install lighting for the Community Properties within Maryland Place. The maintenance and repair of such installed lighting shall be the obligation of the Maryland Place Homes Corporation. The Maryland Place Homes Corporation and the Potomac Electric Power Company are hereby given the right to enter upon the property of any Private Dwelling Unit at reasonable hours for the purpose of the maintenance and repair of said lighting fixtures

REC-5-71 PAID 077  
OLK:G.M.C.  
HSC-EXX  
15

3. The following provisions shall be applicable to all party walls within Maryland Place.

a. General Rules of Law to Apply. Each wall which is built as part of the original construction of the Private Dwelling Units within Maryland Place and placed on or within six (6) inches of the dividing line of the land between two (2) Private Dwelling Units or a Private Dwelling Unit and Community or Common Property shall constitute a party wall, and to the extent not inconsistent with the provisions of this article, the general rules of law of the State of Maryland regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. Any Owner shall have the right to go on the land or property of an adjoining Owner for the purpose of the reasonable repair and maintenance of a party wall.

c. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

d. Weatherproofing. Notwithstanding any other provision of this article, an Owner who by his negligent or willful act causes the party wall that has been used for that purpose to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

e. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under these party wall provisions shall be appurtenant to the land and shall pass to such Owner's successors in title.

f. Rules and Regulations. The Montgomery Village Foundation shall make such rules and regulations concerning party walls as it considers necessary and proper.

g. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this article, the Owners involved in such dispute shall submit the matter to the Board of Directors of the Montgomery Village Foundation for decision. A ruling by the majority of the Board of Directors of the Montgomery Village Foundation regarding any question involved under this article shall be final and conclusive.

4. In order to provide the Private Dwelling Units within Maryland Place with underground utility lines, it is required from time to time that two (2) Private Dwelling Units be served with a common service entrance line. Owners of property with such lines agree to cooperate fully with the utility companies concerned therewith for all maintenance, repair and other measures as may be necessary to provide adequate and proper services to the Owners served thereby.

5. No commercial vehicles of any type shall be permitted to remain overnight on the property of a Private Dwelling Unit within Maryland Place unless garaged, other than as may be used by the Developer in conjunction with building operations.

6. No private trucks or trailers and no unlicensed motor vehicles of any type shall be permitted to remain overnight on the property of a Private Dwelling Unit within Maryland Place, unless garaged.

7. No boats of any type shall be permitted on the property of a Private Dwelling Unit within Maryland Place for more than fourteen (14) days unless garaged or screened in a manner acceptable to the Architectural Control Committee of the Montgomery Village Foundation.

8. Due to the unsightliness created and possible annoyance to other residents of Maryland Place, no extensive work such as dismantling and repairing of motor vehicles, boats or machinery of any type shall be permitted outdoors on the property of a Private Dwelling Unit.

9. No animals, livestock or poultry of any kind shall be kept or maintained on the property of a Private Dwelling Unit within Maryland Place, except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for a commercial purpose.

10. No outside radio or television antennas shall be erected on the property of a Private Dwelling Unit within Maryland Place unless and until permission for the same has first been granted by the Architectural Control Committee of the Montgomery Village Foundation.

11. Because of architectural characteristics of certain Private Dwelling Units within Maryland Place, Developer, its heirs, successors and assigns, may install master television antenna systems or CATV systems therein. Each Owner of a Private Dwelling Unit within Maryland Place who shares access to such a system automatically grants an easement to the Developer, the Maryland Place Homes Corporation and their agents, employees or designees for the installation, operation, maintenance and repair of such system and which easement shall permit the Developer, the Maryland Place Homes Corporation and their agents, employees or designees access at reasonable hours for said purposes. All costs of operation, maintenance and repair of such master television antenna systems shall be shared equally by the Owners served thereby, or in the case of CATV systems the connections for service shall be optional and service charges will be levied by the owner or operator thereof. In either case such costs will be included as part of the annual assessments of the Maryland Place Homes Corporation.

12. No drying or airing of any clothing or bedding shall be permitted outdoors and within the area of the property of a Private Dwelling Unit within Maryland Place other than between the hours of 8 a.m. and 5 p.m. on Monday through Friday and 8 a.m. and 1 p.m. on Saturdays (except when any such days shall fall upon a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight other than during the times aforementioned.

13. No noxious or offensive activity shall be conducted on the property of a Private Dwelling Unit nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to the residents of Maryland Place.

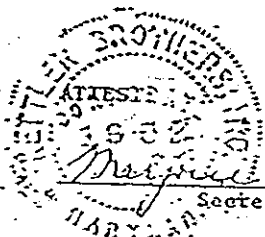
14. All published rules and regulations of the Maryland Place Homes Corporation and the Montgomery Village Foundation shall be enforceable by the Boards of Directors of the Maryland Place Homes Corporation and the Foundation, their agents and employees, and by the Montgomery County and State of Maryland Police Departments.

The supplemental covenants, conditions, restrictions, easements, charges and liens set forth above are hereby made a part of and subject to all applicable provisions of the aforementioned Declaration of Covenants, Conditions and Restrictions recorded in the land records for Montgomery County, Maryland at 12:57PM on the 5th day of February, 1971.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28 day of January, 1971.

KETTLER BROTHERS, INC. (Declarant)

By Charles V. Phillips, Jr.  
Vice President  
CHARLES V. PHILLIPS, JR.

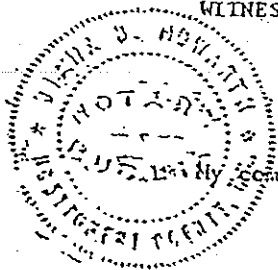
  
Margaret M. McKeel  
Secretary

(CORPORATE SEAL)

STATE OF MARYLAND )  
                          ) ss:  
COUNTY OF MONTGOMERY )

I hereby certify that on this 29th day of January, 1971, before me, the subscriber, a Notary Public in and for the County aforesaid, personally appeared Charles V. Phillips, Jr. Vice President of KETTLER BROTHERS, INC., and on behalf of said Corporation did acknowledge the foregoing instrument to be the act and deed of said KETTLER BROTHERS, INC.

WITNESS my hand and notarial seal the day and year first above written.



James B. Howarth  
Notary Public

Commission expires 7-1-74

# MARYLAND PLACE HOMES CORPORATION

## BALLOT-PROXY POLICY

The minimum retention period of proxy/ballots will be one (1) year from the election.

Approved 3/26/91

Approved as Amended 5/8/98, 5/2/99, 5/2/00

Reaffirmed 7/16/01, 5/7/02, 7/15/03, 6/29/04, 5/3/05, 5/17/06, 9/19/07, 6/26/08

# MARYLAND PLACE HOMES CORPORATION

## COMMUNITY CONCERNS POLICY

In order to be fully responsive to the concerns of the homeowners in the Maryland Place Homes Corporation (MPHC) community, yet save these same homeowners the costs of Special Elections to determine issues not having a broad base of community support, the Board of Directors of MPHC has established the following policy:

If a written petition signed by 25% of the valid, current homeowners in the MPHC community request that the Board of Directors take action on an issue which the MPHC By Laws dictate must be decided by a Special Meeting and two-thirds majority vote by the MPHC homeowners, the Board must take the following actions:

1. A poll of all MPHC homeowners will be conducted with the next regularly scheduled quarterly MPHC assessment bill. This poll will include a description of the action the petition requests and a request that each homeowner agreeing with the request do so in writing to the MPHC agent.
2. If 40% of the MPHC homeowners respond in writing to the MPHC agent that they agree with the petition that the MPHC should take the action requested in the petition, the MPHC Board of Directors will follow the procedure established in the MPHC By laws to schedule Special Meetings and conduct ballots until the MPHC homeowners have formally voted to accept or reject the action requested in the petition.

Affirmed 7/26/88

Reaffirmed 5/23/89, 5/22/90, 5/28/91, 5/25/93, 5/24/94, 3/28/95, 7/28/96, 5/5/98, 5/2/99  
5/2/00, 7/16/01, 5/7/02, 7/15/03, 6/29 04, 5/3/05, 5/17/06,9/19/07, 6/25/08

# MARYLAND PLACE HOMES CORPORATION

## PROCEDURES FOR DISPUTE RESOLUTION

Chapter 10B, Common Ownership Communities, of the Montgomery County Code establishes a process including mediation and binding administrative hearings to resolve certain disputes involving common ownership communities. (See Montgomery County Code, Sections 10B-8 through 10B-15). Section 10B-9(b) of the law provides:

"A party must not file a dispute with the Commission (Commission on Common Ownership Communities) until the party makes a good faith attempt to exhaust all procedures or remedies provided in the association documents."

In accordance with the provision, the procedures and remedies for disputes arising between the Maryland Place Homes Corporation Inc. (MPHC) and other parties are established as follows:

1. Any party who has a dispute with MPHC, which is within the jurisdiction of Chapter 10B, shall file a written description or notice of the dispute, including the relief requested, with the Office of Managing Agent at 10120 Apple Ridge Road, Montgomery Village, Maryland 20886. If appropriate, MPHC may provide forms for filing notices of disputes.
2. Notice of a dispute should be filed with MPHC within thirty (30) days from the date the dispute arose.
3. The MPHC Board of Directors or a committee appointed by the Board specifically for this purpose, will hear all disputes. The party filing the dispute will be given at least ten (10) days written notice of the time, date and place of the hearing. The hearing will be held, if possible, within thirty (30) days of filing of the notice of a dispute, at a mutually convenient time, date and place.
4. At the hearing, MPHC, and the party filing the dispute may present evidence and testimony and question opposing witnesses. Reasonable time limits may be imposed by MPHC. The party filing the dispute may be required to file a pre-hearing statement indicating the number of witnesses and the estimated amount of time he or she will require to present the dispute.
5. The Board of Directors, or committee which hears the dispute will attempt to issue a written decision or agreement within fifteen (15) days of the hearing granting or denying the relief requested.
6. MPHC and the party filing the notice of a dispute may agree to a settlement or compromise of the dispute at any time during the process.
7. If a party who has a dispute with MPHC fails to file a written notice of dispute and to request a hearing, then no hearing need be held before MPHC takes whatever action may be appropriate under the circumstances to enforce its covenants, rules and regulations. The filing or pendency of a dispute does not automatically stay action by MPHC.
8. The MPHC Board of Directors may develop and adopt additional rules of procedure for the fair conduct of hearings.

# MARYLAND PLACE HOMES CORPORATION

## FAMILY DAY CARE POLICY

Maryland Place Homes Corporation (MPHC) supports registered family day care in its community. Many parents in Maryland Place need day care for their children.

MPHC wants to be sure that the day care offered in Maryland Place is safe and healthful and that day care providers have adequate insurance. Registration and this policy provide this assurance.

Registration is required by the State if care is provided for one or more unrelated children on a regular basis. At any given time, a day care provider may not care for more than eight (8) children, of whom no more than four (4) may be under two years old. (From Annotated Code of Maryland Regulations, Family Law Article #5-550 -- 5-557).

MPHC will abide by House Bill No. 464 concerning "Homeowner Associations and Family Day Care Homes, which became law July 1, 1989.

1. Maryland Place Homes Corporation hereby regulates the number of day care homes operating in Maryland Place to not more than 7.5% of our 276 homes, which is a maximum of 21 day care homes permitted in Maryland Place. (See page 9(E)(1) of Bill No. 464.)
2. As stated in the law, Maryland Place Homes Corporation will require all residents who are providing, or who plan to provide family day care, to notify the Maryland Place manager at the Montgomery Village Foundation office. (See p. 10 (F) of Bill 464.)
3. As stated in the law, a family day care provider may not operate in Maryland Place without liability insurance. A day care provider shall obtain the liability insurance described under article 48A, #481D of the Code in at least the minimum amount described under that statute; that is \$300,000. (See page 10 (G) of Bill No. 464.) The day care provider must present proof of liability insurance at the Montgomery Village Foundation.
4. There have always been family day care providers in Maryland Place. The association has never experienced an increase in its insurance related to this activity. Therefore, Maryland Place Homes Corporation does not anticipate any increase in Homes Corporation insurance. If in the future there should be an increase in insurance costs that are solely and directly attributable to the operation of family day care homes in Maryland Place, the day care homes may be required to pay that increase. (See p. 9(E)(2) of Bill 464.)
5. Though MPHC has the right to impose a fee of \$50 on each registered family day care home for the use of common properties in Maryland Place, it does not choose to do so at this time. MPHC holds that all residents are responsible for maintaining common property and that family day care providers, who also provide care for Maryland Place children need not be singled out.
6. Some residents may not agree with MPHC support for family day care, but according to the law, family day care in Maryland Place could only be prohibited by a majority vote of homeowners. That would require 139 votes (one vote per home) in Maryland Place. (See p. 9(D)(2) of Bill 464.)

**MARYLAND PLACE HOMES CORPORATION  
FAMILY DAYCARE POLICY  
PAGE 2**

If a significant number of homeowners wish to contest this policy, they may petition the Maryland Place Board for a Special Election according to the guidelines of the Maryland Place Community Concerns Policy available at the Montgomery Village Foundation office and in the Maryland Place Booklet.

For registration information, to report a problem with a provider or to make a formal complaint, contact the State Department of Human Resources Office of Child Care Licensing and Regulation, Region 5, 51 Monroe Street, Suite 606, Rockville, Maryland 20850 (telephone: 240-314-1400).

**OWNERS: IF YOU HAVE TENANTS IN MARYLAND PLACE PLEASE SEND THIS TO THEM.**

# **MARYLAND PLACE HOMES CORPORATION**

## **POLICY FOR ASSIGNMENT OF HANDICAPPED PARKING SPACES**

The following policy has been established by the Maryland Place Homes Corporation Board of Directors.

1. A person who has a physical disability may make written petitions to the Board of Directors for a permit for one (1) reserved parking space.
2. The Board will consider petitions on a case by case basis.
3. A vehicle with a handicapped license tag or permit will not automatically qualify it for a reserved handicapped parking space in the community.
4. Upon assignment of a reserved space, a sign will be placed with the appropriate "Handicap Parking" legend. A post will be utilized and the sign will be assigned the individual and will not remain with the residence.
5. Residents who violate the reserved parking assignment will be referred to the Montgomery County Police after due process.

This policy is effective 3/3/98 and will remain in effect until it is amended or revised. It will be reaffirmed no less than annually.

Approved 3/3/98, 5/2/99, 5/2/00

Reaffirmed 7/16/01, 05/07/02, 7/15/03, 6/29/04, 5/3/05, 5/17/06, 9/19/07, 6/25/08

# MARYLAND PLACE HOMES CORPORATION

## INVESTMENT POLICY

The Maryland Place Homes Corporation Board of Directors hereby authorizes funds to be invested which are not required within a reasonable time to pay obligations of the corporation, subject to the following conditions:

1. No investment shall be made without consent of the Board of Directors.
2. No investment may be sold, withdrawn, redeemed, or otherwise converted to cash prior to maturity without consent of the Board of Directors.
3. For availability of capital expense no less than \$50,000 shall be available within 120 days.
4. No funds shall be invested except in authorized investments as provided herein.
5. Examples of authorized investments are:
  - a. Obligations of, or fully guaranteed as to principal by the United States of America, or agency thereof.
  - b. Certificates of Deposit issued by banks and savings and loan associations within the limits of insurance coverage provided by Federal Deposit Insurance Corporation.
  - c. Obligations of Federal National Mortgage Association, Banks for Cooperatives, Federal Home Loan Banks, Federal Land Bank, and Federal Intermediate Credit Bank.

Funds for current expenses are to be invested in a local Federally insured institution at a competitive rate of interest.

# **MARYLAND PLACE HOMES CORPORATION**

## **PROCEDURES FOR AUTHORIZATION OF MANAGEMENT**

The Maryland Place Homes Corporation Board has approved the authorization for expenditures as follows:

On routine maintenance items such as trash, branches, tree limbs, individual sign replacement and emergency matters where a hazardous situation exists, the community manager will use his/her best judgment to correct the matter without consulting the Board. The limit to each individual expense will not exceed \$500.00, plus 10% . All precautions will be taken to spend as little as possible with the intent being to correct the matter or to prevent a possible danger to the residents of the community.

All directives for projects are to be given to the manager at the Board meeting or through the President or his designee between meetings.

In instances where there are options involved the community manager will contact the proper committee liaison or the President for final decision.

Approved at 7/27/93

Reaffirmed 3/28/95, 5/28/96, 5/5/98, 5/2/99, 5/2/00, 7/16/01,5/7/02, 7/15/03,6/29/04, 5/3/05, 5/17/06,9/19/0, 6/25/08

# MARYLAND PLACE HOMES CORPORATION

## PARKING AND GENERAL VEHICULAR REGULATIONS

1. Parking of motor vehicles in Maryland Place is only permitted on paved sections of community owned streets.
2. Parking of motor vehicles in Maryland Place is prohibited on paved sections of community owned streets, which are either marked with a "no parking" sign or are fire lanes (marked with a yellow curb).

Parking of motor vehicles within twenty feet of an intersection is prohibited.

Double parking and/or the taking of more than one space per motor vehicle is prohibited.

3. The operation or parking of motor vehicles is prohibited on Maryland Place community owned property, greenspace, bike paths and sidewalks.
4. The operation or parking of unlicensed motor vehicles is prohibited in all areas within Maryland Place.
5. The operation or parking of motor vehicles is prohibited on the property of any private dwelling within Maryland Place.
6. The operation of motor vehicles by an unlicensed driver is prohibited on Maryland Place community owned streets.
7. Commercial vehicles are prohibited from parking on Maryland Place community owned streets between the hours of 9:00 p.m. and 6:00 a.m.
8. Private trucks and/or trailers are prohibited from parking on Maryland Place community owned streets between the hours of 9:00 p.m. and 6:00 a.m.
9. No boats of any type are permitted on the property of a private dwelling unit within Maryland Place unless screened in a manner acceptable to the Architectural Control Committee of the Montgomery Village Foundation.

No boats of any type are permitted on Maryland Place community owned property, greenspace, bike paths and sidewalks.

No boats of any type are permitted on Maryland Place community owned streets for periods of over 72 hours. The temporary parking of boats for period of 72 hours or less must comply with all regulations for the parking of motor vehicles within Maryland Place.

10. Extensive dismantling or repairing of motor vehicles, boats, or other machinery on any Maryland Place community owned property or outdoors on the property of any private dwelling unit is prohibited.
11. Inoperable motor vehicles, i.e. those with flat tires, missing parts, on jackstands, or any other factors which render them inoperable, whether they are licensed or unlicensed, may not be parked on Maryland Place community owned streets for more than 48 hours.

**MARYLAND PLACE HOMES CORPORATION**  
**PARKING AND GENERAL VEHICULAR REGULATIONS**  
**PAGE 2**

12. Inoperable motor vehicles, whether they are licensed or unlicensed may not be stored on Maryland Place community owned streets, community property, or private property.
13. Parking in the streets and parking areas of Maryland Place is limited to the personal motor vehicles of Maryland Place residents and their guests. Personal motor vehicles are defined as: sedans, coupes, hardtops, convertibles, station wagons, motorcycles and vans designed for personal, passenger carrying use.

For the purpose of clarification, vehicles, which do not meet the above definition and are not permitted to park overnight in Maryland Place include, but are not limited to:

- a. Trucks of any type or description including those with mounted caps or campers
- b. Buses of any type or description
- c. Trailers of any type or description
- d. Campers, recreational vehicles, motor homes, etc.
- e. Commercial vehicles, defined as any vehicle bearing; letters, words pictures, insignia, signs, or other marks identifying a firm, organization, service, or products of any type of description.
- f. Commercial vehicles, defined as any vehicle carrying; racks, pipes, ladders, etc. Personal vehicles carrying luggage racks, ski racks, bike racks, etc. will not be considered commercial vehicles.
- g. Oversized vans or other vehicles which exceed in any one or more dimensions; 240 inches (20 foot) in length, 80 inches (6 foot 8 inch) in width, 90 inches (7 foot 6 inch) in height, and/or any vehicle with more than four wheels on the roadway.

Notes:

In accordance with the provisions of the Maryland Place Homes Corporation By-Laws article IX, section 1(d) and in furtherance of the intent and spirit of the First Supplementary Declaration of Covenants, Codes and Restrictions of Maryland Place.

Adopted: August 8, 1973

Revised: 5/9/79, 1/17/80, 1/22/85, 9/24/85, 5/24/88, 5/23/89

Reaffirmed: 5/22/90, 5/28/91

Revised: 5/25/93

Reaffirmed: 5/24/94, 3/28/95, 5/28/96, 5/5/98, 5/2/99, 5/2/00, 7/16/01, 05/07/02, 7/15/03, 6/29/04, 5/3/05, 5/17/06, 9/19/07, 6/25/08

# MARYLAND PLACE HOMES CORPORATION

## VOLUNTARY RESERVED PARKING POLICY

Voluntary Reserved Parking - Homeowners of a particular area in the Maryland Place Community may petition the Board of Directors to establish their own voluntary reserved parking assignment system. Such a petition will be considered under the following conditions:

- a) Written Petition - the petition is submitted in writing to the Board of Directors and is accompanied by a diagram depicting the proposed parking configuration, including the exact manner in which parking spaces will be marked. Two parking spaces per household may be reserved under this plan.
- b) Owner Participation - all private dwelling unit owners in the petition areas must be consulted in the petition process and be given an opportunity to endorse or decline the plan. Two-thirds (2/3) of these homeowners must endorse the plan by signing the petition for it to be considered for approval. A sample form is available at the Foundation office.
- c) Procedures - the Maryland Place Homes Corporation (MPHC) shall establish, pay for, and maintain the lettering and marking for reserved parking.

Each parking space will be marked on the curb with RESERVED and the house number. The word VISITOR will be painted on any extra spaces not set aside for the Marston Courts.

ENFORCEMENT SHALL BE THE RESPONSIBILITY OF THE AFFECTED HOMEOWNERS.

This property is owned by the Maryland Place Homes Corporation and there is no enforcement of "RESERVED" spaces by the MPHC, Montgomery Village Foundation, or the Montgomery County Police.

**NOTE TO LANDLORDS:            If you have tenants in MPHC please forward this information.**

Adopted: 5/24/88

Reaffirmed: 5/23/89, 5/22/90, 5/28/91, 5/26/92, 5/07/02

Revised: 5/25/93

Reaffirmed: 5/24/94, 3/28/95, 5/28/96, 5/5/98, 5/2/99, 5/2/00, 7/16/01, 05/07/02, 07/15/03, 6/29/04, 5/3/05, 5/17/06, 9/19/0, 6/25/08

# MARYLAND PLACE HOMES CORPORATION

## RULES, REGULATIONS AND POLICIES FOR EXTERIOR MAINTENANCE OF PRIVATE DWELLING UNITS AND LOTS

### **PREAMBLE**

For most individuals and couples, purchasing a house represents the single largest expenditure during the course of their lives. Their home becomes the central focus for families, relatives, and friends. It is seen as a reflection of their personality, a symbol in the larger community in which they live. It is also a well-known concept in real estate that "Location, Location, Location" determines the value of most properties, meaning that each home in each neighborhood has a direct influence on the selling price of other houses. Those that are well maintained add to the value of the area. Those in disrepair detract from every home in the neighborhood.

The Maryland Place Homes Corporation Board of Directors (the Board) adopts the following Rules, Regulations and Policies in an attempt to keep home values in this area at quality market levels through a careful and cooperative inspection process. These procedures provide for sensible and timely reviews in order to alert homeowners about problems. In this way, conditions detrimental to individual houses and neighborhoods may be resolved before they start to reflect adversely on a single structure, those around it, and the entire neighborhood. The Board hopes that each owner/resident will read these rules, regulations and policies and work cooperatively to maintain their property in accordance with them. It is the duty of the Board to ensure that these rules, regulations and policies are applied uniformly throughout the area and are enforced fairly and fully for the benefit of all residents.

Terms used in these rules will have the meanings given in the Maryland Place documents (Articles of Incorporation, By-laws, Declaration of Covenants, Supplementary Declaration of Covenants, Rules, Regulations and Guidelines). If terms are not defined in the Maryland Place documents, terms will be considered to have their ordinary, customary meanings based upon common usage.

### **I. EXTERIOR MAINTENANCE OF PRIVATE DWELLING UNITS**

Owners of private dwelling units are responsible for the appearance and maintenance of said property, including any attached or detached additions and improvements such as patios, decks, walks, fences, play equipment, etc. Owners shall maintain yards and lots in good order and repair, free of weeds, debris, garbage, pet droppings, and other conditions deemed to be in non-compliance of these community rules, regulations and policies. Failure to correct the following non-compliances after notification, are considered to be violations of these exterior maintenance rules, regulations and policies:

- ② Peeling, bubbling, or missing paint on any house exterior surface(s)
- ② Cracking, splitting, rotting, or warping of house exterior surface(s), including roofs
- ② Missing or damaged shutters
- ② Broken exterior door(s) or window(s)
- ② Fences with broken or missing parts
- ② Leaking, rusting, or broken downspouts or gutters
- ② Decks or patios in disrepair (broken/rotting wood, missing bricks, severely cracked concrete, etc.) or overgrown with weeds/grass or other vegetation, foundations or retaining walls with cracks, missing blocks or mortar that constitute an eyesore.

- ② Other conditions that are determined to present an unsightly appearance within the community.

## **II. LANDSCAPING AND YARD MAINTENANCE**

The owner of a yard/lot is responsible for normal upkeep such as seeding, fertilizing, watering, and mowing, and the pruning and cutting of shrubs/trees and other flora to prevent overgrowth. Turf areas must be maintained to the extent atmospheric and topographic conditions permit through the planting of appropriate ground covers, including grass, flowers and shrubbery.

Failure to perform the following shall be considered a non-compliance:

- ② Grass must be mowed at regular intervals so that the height does not exceed eight (8) inches at the maximum.
- ② Gardens and flower beds are encouraged to enhance the beauty of neighborhoods, but must be maintained to prevent overgrowth, dead or diseased plants, or the proliferation of weeds.
- ② Composting facilities must be maintained and present an orderly appearance.
- ② Pet waste on an owner's property shall be disposed of in a sanitary manner and in a timely and regular manner.
- ② Other conditions that are determined to present an unsightly appearance within the community.

## **III. NON-OWNER OCCUPIED DWELLINGS AND GROUNDS**

Each owner is responsible for complying with these rules, regulations and policies regardless of who resides in his or her dwelling. Alleged and actual non-compliance(s) will be directed to owners of properties and lands.

Those owners who rent their properties should seek the cooperation of tenants in observing the spirit and letter of the rules, regulations and policies that are designed to enhance the well being, aesthetic quality, and marketability of all dwellings. Home owners are encouraged to see that tenants and other residents of their properties are apprised of these rules, regulations and policies and abide by them as part of the rental process. In no instance, however, may an owner defer any liability under these and other applicable rules, regulations and policies to renters, tenants, or others.

## **IV. INSPECTIONS**

In order to ensure compliance with these rules, regulations and policies, the Board shall cause inspections to be made of the exteriors, lots and yards, of all privately owned properties within its defined boundaries on a periodic basis, but not less than once each year.

Inspections shall be under the jurisdiction of the Board which has established these criteria in order to achieve uniformity from neighborhood to neighborhood.

Periodic inspections also may be made in response to complaints submitted *in writing* to the Board *by residents of Maryland Place*. Such notices must be signed, but complainants may request that their name(s) be withheld from public disclosure. It shall be the policy of the Board to honor any request for anonymity as far as practical, but may, on occasions when such reports involve health and safety, release such information to applicable homes corporation or county authorities. Additionally, reports of alleged violations from employees and duly authorized representatives of the Maryland Place Homes Corporation may be investigated as warranted at the discretion of the Board. Inspections based on reports of non-compliance from others will be made on a case-by-case basis as determined by the Board.

## **V. NON-COMPLIANCES, VIOLATIONS AND PENALTIES**

When there is a failure to meet the above maintenance standards, verified by an inspection by the management agent, Maryland Place will implement the following procedures:

- A. The management agent will send a letter to the owner of the property in question identifying the problem with a reference to the relevant portion(s) of the maintenance standards and possible financial consequences.
- B. The property owner will be given thirty (30) days to correct the structural problems and (10) days for standard maintenance items such as trash removal and grass mowing. Property owners must contact the management agent, he/she may request an additional reasonable amount of time, if necessary, to address the problem. A new deadline will be set for correction of the problem, which may be beyond the original thirty (30) days.
- C. In the first letter, the property owner will also be notified that he/she may request a hearing in accordance with the Maryland Place Homes Corporation Procedures for Dispute Resolution, within the original thirty (30) day period or any extension. If the property owner requests a hearing, at that point a dispute will be considered to exist and the Procedures for Dispute Resolution will apply.
- D. If after receiving the first letter, the property owner does not correct the problem by the compliance date or any extension period, or contact staff to request additional time to correct the problem, or ask for a hearing, invoking the dispute Resolution Procedures, then the matter will be referred to the Board of Directors for action. The Board may take appropriate action to resolve the problem including one or more of the following steps:
  - 1. Determine that a violation exists and proceed to enforcement, including fines and legal action.
  - 2. Direct staff to contact the property owner again if the Board reasonably believes that such effort might resolve the matter.
  - 3. Schedule a hearing at which the property owner is requested to attend if the Board reasonably believes that a hearing might resolve the matter. The hearing will be conducted in accordance with the Maryland Place Dispute Resolution Procedure. However, if the property owner fails to attend the hearing the Board may proceed directly to enforcement if it determines that a violation exists.
  - 4. Take such other action as may reasonably be appropriate under the circumstances.
- E. If the Board determines that a violation exists, either after a hearing is conducted or in the event that no hearing is requested, then it may assess a penalty against the property owner in the amount of \$150.00. The Board shall set a date certain as of which the penalty will be assessed. Thereafter each 7 days during which the violation continues will be deemed a separate offense subject to an additional \$25.00 penalty. Additional penalties will not be assessed for time periods less than 7 full days.

For example. If the \$150.00 penalty is assessed as of May 1, an additional \$25.00 penalty will be assessed as of May 8. If the violation is corrected before May 15 no additional penalty will be incurred. If the violation is not corrected before May 15 an additional \$25.00 penalty will be assessed as of May 15. This process will continue until the violation is corrected.

#### **VI. ENFORCEMENT**

Financial penalties for violations of these rules, regulations and policies may be collected by any means available through administrative or judicial proceedings. Additionally, the Board may institute legal action for injunctive relief or damages and the owner shall be liable for attorney's fees and costs.

Any

outstanding violations of these rules, regulations and policies, and/or outstanding unpaid penalties levied by the Board, shall become a part of the resale disclosure statement concerning such property.

#### **VII. IMPLEMENTATION**

These rules and regulations shall be in full force and effect on August 18, 2008. Owners are urged to survey their properties for potential and actual violations in order to conform with these rules and regulations and avoid any citations. Notices of noncompliance beginning August 18, 2008 will be processed fully as provided in these rules, regulations and policies. Any violation(s) or condition(s) that could affect, or potentially affect, the safety of owners, tenants, residents, or neighborhoods found during inspections in the first year or at any subsequent time, will be enforced immediately.

#### **VIII. AUTHORITY**

These Rules, Regulations and Policies for Exterior Maintenance of Private Dwellings and Lots are adopted in accordance with the Articles of Incorporation, By-laws and Declaration of Covenants, Conditions, and Restrictions recorded among the Land Records of Montgomery County, Maryland, and are applicable to all privately-owned property, community property, and common property within Maryland Place Homes Corporation as defined in those documents.

Approved on **6/25/08**

# MARYLAND PLACE HOMES CORPORATION

## SNOW REMOVAL POLICY

1. The Corporation will exert its best efforts to keep all street surfaces in Maryland Place free of snow and ice.
2. Plowing of street surfaces will be done in a pre-determined order set by the Corporation Board, taking into account safety, convenience of residents, and efficiency of snow removal. Each street in Maryland Place will be plowed, including the three Marston Courts and the end of Tippet Lane.
3. The Maryland Place Homes Corporation will remove snow from sidewalks according to the county's "Pedestrian Winter Safety Act of 2001," Bill 1-01.
4. Residents are responsible for removing snow or ice on sidewalks abutting their property according to the "Pedestrian Winter Safety Act of 2001", Bill 1-01.
5. We ask residents not to use salt on their sidewalks as this contributes to their deterioration.

Adopted 9/18/80

Reaffirmed 9/25/84, 9/23/86, 11/24/87, 11/15/88, 11/14/89, 9/25/90, 5/28/91, 5/26/92, 5/25/93, 5/24/94, 3/28/95, 5/28/96,

Revised (clarified) 12/30/85

Approved 9/23/86

Approved as Amended 5/5/98

Reaffirmed 5/2/99, 5/2/00, 11/6/01, 5/7/02, 7/15/03, 6/29/04, 5/3/05, 5/17/06, 9/19/07, 6/25/08

# MARYLAND PLACE HOMES CORPORATION

## TOWING POLICY

### PURPOSE:

1. To prevent continued violation of the covenants and parking regulations by restricted vehicles. (See Parking Rules and Regulations for descriptions of restricted vehicles)
2. To remove restricted vehicles.
3. To remove vehicles which are in violation of Section 2C of the Parking and General Vehicular Rules and Regulations, which is re-stated below:
4. Other Community Properties – No motor vehicles will be permitted to park or operate on greenspaces, sidewalks, or bike paths within the Maryland Place community. These restrictions apply to all motor vehicles including “off-the-road” vehicles (as defined in article 27, Section 578 of Maryland Code).”

### IMPLEMENTATION

1. Restricted Vehicles - Towing will not be used until after the following steps have been taken:
  - a. After the vehicle is seen once, a violation sticker is securely attached to the vehicle.
  - b. The date and time the sticker was attached is written on it.
  - c. The sticker informs the vehicle owner that the violation must be corrected or the vehicle removed within 48 hours after the sticker is attached, or the vehicle may be towed at the vehicle owner's expense.
  - d. The vehicle may be towed 48 hours after it is stickered.
2. Abandoned Vehicles
  - a. The Montgomery County Police will be notified and its procedure for towing abandoned vehicles will be followed.  
or
  - b. A tow sticker stating that the violation must be corrected or the vehicle removed within 48 hours is securely attached to the vehicle. The vehicle may be towed 48 hours after it is stickered by the private towing company.
3. Vehicles found in violation of paragraph 3, above may be towed without warning.
4. The Homes Corporation shall post signs giving notice that restricted and/or illegally parked vehicles will be towed.
5. Montgomery Village Foundation will continue to provide the Homes Corporation with reports on vehicle violations. In the event that additional staff must be hired to accompany the towing service, this cost will be borne by the Homes Corporation authorizing the towing. All instructions to the private towing company will be directly from MVF staff. The Homes Corporation will be kept informed of this action through a monthly report.

# MARYLAND PLACE HOMES CORPORATION

## TRASH & RECYCLING STORAGE & DISPOSAL POLICY

- Backyard trash pickup point is at the rear property line, outside your fence.
- Days for trash pickup service are **MONDAYS** and **THURSDAYS**. Trash should be put out for pickup by 7:00 a.m. on Mondays and Thursdays--**NOT THE DAY BEFORE**.
- Days for the County Recycling collection are **THURSDAYS**. Recycle bins should be placed at the end of your lead walk. Not on the community property.
- On the day of pickup, trash should be in sturdy garbage bags that tie for easy pickup.
- Only four, 32-gallon trash bags are allowed per pickup.
- Proper Trash Container Storage: Until the household refuse is properly placed for collection or hauled to an acceptable deposit site, it shall be stored within an airtight, waterproof container that is vermin proof and meets Montgomery County standards while stored at the exterior of a residence. Plastic bags, cardboard boxes and/or paper sacks do not qualify as acceptable storage containers.  
**THIS IS A COUNTY LAW.**
- Storage: Trash containers must be placed inside the rear yard on days other than collections days. Recycling bins must be placed out of view except on collection days. No storage containers can be kept on any portion of the Maryland Place Homes Corporation property, front yard, on stoops, entry walkways or sidewalks of any home. Residents placing trash out for collection in advance of this standard shall be requested to bring their actions into compliance. Violations following notifications shall subject the violator (homeowner) to penalties/fines levied by the Board of Directors.
- Deposit Sites: With the exception of the rear property line on trash collection days, trash is not to be placed on the property of others without the permission of the property owner. To this end, the Maryland Homes Corporation does not grant permission to place trash of any type on the Community Property (streets, paved parking areas, as well as open green space) owned by the Maryland Place Homes Corporation. Persons depositing refuse on Maryland Place Homes Corporation property shall be subject to fines or penalties and will be reported to the Montgomery County Environmental Protection Agency.
- Dirt, building materials, rocks, poisons, explosives, dead animals etc., is not allowed to be placed out for pickup. Branches, twigs, leaves and yard waste is not to be placed out for trash collection. These items are to be placed out for recycling pick up. This is a County service. **The County will not collect anything placed in plastic bags.**
- If a trash pickup is missed, call Ecology Services at 301-330-3207
- Make up collections will be made for the next day if possible. It may be necessary to suspend collections for severe inclement weather.

- Large trash items (television, mattresses, etc.) will require a special pickup. Call Ecology Services at **301-330-3207 to schedule**. The first two bulk pick-ups are free. If uncontained trash or large items are left outside by residents and arrangements are not made for pickup, after notification by the Maryland Place Homes Corporation, our agent will arrange for pickup. The resident may be billed for this service, if the first two bulk pick-ups have been used.
- Large items not routinely collected by the trash service on designated pickup days can be disposed of at the Montgomery County Solid Waste Transfer Station located one block from Shady Grove Road on Route 355. The station is open 7:30 a.m. to 8:00 p.m., Monday through Friday, and 7:30 a.m. to 5:00 p.m. on Saturdays, and 9:00 a.m. to 5:00 p.m on Sundays. For further information **call 240-777-6410**.
- RECYCLING is a County Service and is collected on THURSDAYS. Call Montgomery County **240-777-6410 to schedule** special pick up of appliances.

Revised and Approved 6/25/08

Reaffirmed: 7/15/03, 6/29/04, 5/3/05, 5/17/06, 9/19/07

**COMMUNITY PROPERTY IMPROVEMENT REQUEST FORM  
MARYLAND PLACE HOMES CORPORATION**

Owner's Name: \_\_\_\_\_ Telephone :( H) \_\_\_\_\_ (W) \_\_\_\_\_  
Property Address: \_\_\_\_\_

In accordance with the Declaration of Covenants, Conditions and Restrictions referred to in the deed covering the property described above, I/we hereby apply for written consent to make the following alterations to Community Property within **Maryland Place Homes Corporation**. Such additions or plantings on Community Property are reviewed by the Homes Corporation Maintenance Committee and approved by the Maintenance Chairman and/or the Board of Directors.

**Site location:** (please attach sketch or plat plan) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Types of Plants or Shrubs:** \_\_\_\_\_  
\_\_\_\_\_

**Size:** \_\_\_\_\_

**Other Additions:** \_\_\_\_\_

**Special or Unusual Maintenance Required:** \_\_\_\_\_

If my application is approved, I fully understand that the approval is only for what I have indicated above and is based upon the facts I have presented. Also, I understand that my contribution becomes community property. Approved alterations or changes must be completed within three (3) months of Homes Corporation approval unless a specific exception is received. Maintenance of approved additions and plantings is the responsibility of the applicant.

All approvals are in conformity with existing architectural and aesthetic conditions within the community. The applicant has the sole responsibility for any damages (to include water damage) to community property or adjoining properties and all other persons which may result from the approval herein requested. Homeowner is responsible for contacting MISS-UTILITY if necessary and for the repair of any damage to the greenspace.

**Note:** If it is necessary to have materials delivered for the construction of the proposed addition/modification, it should be known that the greenspace or community property belongs to your homes corporation and, therefore, if any damage is incurred in the delivery of these materials, it is the responsibility of the homeowner to assume the cost of the repair.

Return to: **Maryland Place Homes Corporation**, Maintenance Chairperson, c/o Montgomery Village Foundation, 10120 Apple Ridge Road, Montgomery Village, MD 20886

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Applicant

**Approved**                       **Disapproved**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Maintenance Chairperson/Board Member

## MARYLAND PLACE HOMES CORPORATION PROPERTY IMPROVEMENT REQUESTS

Property Improvement Requests for exterior changes and additions to must be submitted to the Montgomery Village Foundation Architectural Review Board and must include detailed information. Please keep in mind that the Board must have information sufficient to give them a realistic idea of what the completed installation or construction will look like and how it relates to its surroundings.

Examples of structures which require these details are fences, sheds, garages, solar collectors, chimneys, patios, walkways, room additions, etc.

An application must include the following:

1. A plat plan showing where structure or installation will be located on home property. Indicate all existing structures and modifications made to home and property.
2. Front and side elevations showing installation or structure on home and/or property. These should be drawn to scale to show proportions and relationship to house or other background.
3. Plans for installation or construction with scaled drawings showing details of items proposed.
4. Any other information an applicant feels is pertinent to the judgment on the request by the Board.

If there are any questions, please call the Architectural Standards at the Montgomery Village Foundation office, 301-948-0110.

# MONTGOMERY VILLAGE FOUNDATION



## Department of Architectural Standards

### PLEASE READ BEFORE SUBMITTING AN APPLICATION

- **All** exterior changes to Montgomery Village homes and properties require prior approval from the MVF Architectural Review Board.
- A homeowner's request will be reviewed if an application (Property Improvement Request form) is submitted along with a \$25.00 review fee.
- **A review of an application will take place only if the required plans, details and information are submitted with the application.**
- No work may begin or installations may take place until the homeowner has received written approval from MVF.
- **The application must be signed and dated by the homeowner** who is applying for the change.
- Architectural Review Board (ARB) meetings are held the First and Third Wednesday of each month.
- **The application deadline for review at the meeting is 5:00 PM the preceding Thursday before each meeting.**
- If contractors attend the ARB meeting in place of a homeowner who is applying, an *Authorized Agent Affidavit* must be signed by the property owner authorizing the contractor to represent the owner. These forms are available at the MVF office.
- Once written approval is received, the owner has 90 days (3 months) to complete the work.
- **If any additional changes are to be made after the ARB has approved a plan, the homeowner must submit the new changes to the ARB for additional review prior to work being started (no additional fee will be required).**
- Obtaining the Montgomery County building permit is the property owner's responsibility and requires a MVF approval letter before a county permit will be issued to the homeowner.
- **If there are existing architectural violations on the property, the property owner's application for alterations or additions (not related to the violation) may not be acted on until the violation is resolved. If the property owner's request will resolve the violation, the property owner should identify this fact on the application.**



# MONTGOMERY VILLAGE FOUNDATION



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Montgomery Village Foundation – Architectural Standards Department  
10120 Apple Ridge Road • Montgomery Village, MD 20886-1000  
Phone: 301-948-0110 FAX: 301-990-7071

**Application Fee: \$25**

**FOR OFFICE USE ONLY**

**PROPERTY IMPROVEMENT REQUEST FORM**  
**Property Owner Information**

Owner Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Extension \_\_\_\_\_

**I will be attending the meeting: Yes \_\_\_\_\_ No \_\_\_\_\_**

**(Time will be assigned for your hearing before the Architectural Review Board)**

**Application Submittal Information**

1. No work may begin or installations may take place until the homeowner has received written approval from MVF.
2. The Architectural Review Board (ARB) meets the **First and Third Wednesday** of each month. The **application deadline for review at the meeting is 5:00 PM the preceding Wednesday before each meeting.**
3. If contractors attend in place of the homeowner, an *Authorized Agent Affidavit* must be signed by the property owner authorizing the contractor to represent the homeowner.
4. If there are existing architectural violations on the property, the property owner's application for alterations or additions (not related to the violation) may not be acted on until the violation is resolved. If the property owner's request will resolve the violation, the property owner should identify this fact on the application.
5. If the project is not completed within the three month period, the approval will become null and void.
6. ***If the project has not been completed as approved, it will be noted as an architectural violation.***

**Homeowner's Agreement with MVF**

I, the property owner, understand that an approval by the ARB is only for what has been requested on this application. I understand **that if any additional changes are to be made after the ARB has approved a plan, I must submit the new changes to the ARB for additional review prior to work being started (no additional fee required).** I understand that all approved changes must be completed within three (3) months of the Architectural Review Board's letter of approval, unless a specific exception is received from the ARB.

I understand that all ARB approvals are for conformity with existing architectural and aesthetic conditions within the community only. I, as the property owner, have the sole responsibility for acquiring mandated permits, hiring engineering professionals, managing water flow, and any other areas requiring professional or technical advice or approval required by Montgomery County or Maryland State laws and in accordance with the *Declaration of Covenants, Conditions and Restrictions* as referred to in the deed to my property (Note: The county requires a MVF approval letter before a county permit will be issued to the homeowner.)

I, as the property owner, am responsible for damages to adjoining properties and all other persons resulting from the improvements indicated and upon the ARB's approval of the request. Any damages or cost for repair of greenspace or community property as a result of any ARB approval is my sole responsibility as the property owner.

Permission is hereby granted for ARB members and MVF staff to enter on my property to make reasonable inspection of the modifications as proposed or completed as stated herein.

Property Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

**For Architectural Review Board Use Only**

Date of Review _____		
Approved <input type="checkbox"/>	Approved With Modification <input type="checkbox"/>	Denied <input type="checkbox"/>
Pending <input type="checkbox"/>		

**Exterior Home Improvement Requests**

**Deck (check one)** Elevated single family: \_\_\_\_\_ Elevated townhouse: \_\_\_\_\_ (refer to community criteria) Ground level: \_\_\_\_\_  
 ▪ Attachments: **Plat plan, scaled drawing**, complete rear elevation including deck on existing house structure, materials

**Door:** Front door: Style: \_\_\_\_\_ Color: \_\_\_\_\_ Sidelite(s) \_\_\_\_\_  
 Storm door: Style: \_\_\_\_\_ Color: \_\_\_\_\_  
 Patio door: Style: \_\_\_\_\_ Color: \_\_\_\_\_  
 Garage door: Style: \_\_\_\_\_ Color: \_\_\_\_\_  
 ▪ Attachments: drawing, brochure or photo of door, actual sample of color- not the brochure color, for garage door: material)

**Exterior Paint Change:** Areas to be painted \_\_\_\_\_  
 Paint Manufacturer (brand) and color name/number of paint \_\_\_\_\_  
 ▪ Attachment: Paint Color Chip

**Fence:** Style: \_\_\_\_\_ Material: \_\_\_\_\_ Height: \_\_\_\_\_ (refer to community criteria)  
**Gate:** Style: \_\_\_\_\_  
 ▪ Attachment: drawing, brochure, or photo of fence or gate, and house location plat showing location of fence and gate on property

**\*\*\*MVF is not responsible for the exact location of property lines. It is the homeowner's responsibility to determine the exact location of all property lines by using an accurate house location survey.**

**House Addition/ Sunroom or Screen Porch:** Concept Only: \_\_\_\_\_ Final Plans: \_\_\_\_\_  
 ▪ Attachments:  
 ○ For Concept: Plat plan showing location of addition on property, scaled drawing showing addition in relation to existing house  
 ○ For Final: Plat plan showing location of addition on property, scaled drawings of all elevations showing front, rear, right and left sides  
 – if applicable, cross-sections, all measurements including window, door, and trim sizes, downspouts and gutters, roof overhangs, all materials to be used (a detailed Checklist of required information is available)  
 ○ Note: All major projects must blend into existing house structure so it does not appear to be an add-on. All major projects require scaled architectural drawings, all measurements, and a plat plan showing the location of new structure on property

**Patio:** Size: \_\_\_\_\_ Material: \_\_\_\_\_ Color: \_\_\_\_\_ Location: \_\_\_\_\_  
 ▪ Attachment: Plat showing location on property, drawing showing design, photograph or brochure showing materials

**Roof:** Style \_\_\_\_\_ Manufacturer \_\_\_\_\_ Color: \_\_\_\_\_

- Storage Shed:** Size: \_\_\_\_\_ Material: \_\_\_\_\_ Color: \_\_\_\_\_
- *If there is shed criterion for your community, a copy of this criterion must be included – if not, complete elevations of shed*
  - *Attachment: Plat showing location on property, photo or brochure of shed, actual sample of color – not the brochure color*

- Siding:** Material: \_\_\_\_\_ Manufacturer: \_\_\_\_\_ Color: \_\_\_\_\_ Profile/lap: \_\_\_\_\_
- Trim:** Material: \_\_\_\_\_ Manufacturer: \_\_\_\_\_ Color: \_\_\_\_\_ Location: \_\_\_\_\_
- Trim: to remain in wood?** Yes \_\_\_\_\_ No \_\_\_\_\_
- Trim to be capped? Material \_\_\_\_\_ Manufacturer \_\_\_\_\_ Color \_\_\_\_\_
- Note: if original box bay had flat trim material in the front panel, the **replacement material must also be flat***

- Shutters:** Material: \_\_\_\_\_ Manufacturer: \_\_\_\_\_ Color: \_\_\_\_\_ Location: \_\_\_\_\_
- *Attachment: Sample or Photo*

- Walkway:** Size: \_\_\_\_\_ Location: \_\_\_\_\_ Material: \_\_\_\_\_
- *Attachments: Plat plan showing location on property, drawing showing design*

- Windows:** Style: \_\_\_\_\_ Location: \_\_\_\_\_ Color: \_\_\_\_\_
- *Attachments: Scaled drawing if a window is being added or an existing window modified, brochure or photo showing design*
  - *Note: all windows on one elevation (side) of the house must be replaced at the same time*

- Window Trim:** Wrapped: Yes \_\_\_\_\_ No \_\_\_\_\_
- *If yes, Manufacturer \_\_\_\_\_ Color: \_\_\_\_\_*
  - *Attachments: Sample of trim material and color*

- Other:** If the item you are applying for is not listed above, or if you have any additional information, please use the space below.