



# **THOMAS CHOICE CONDOMINIUM**

**A GUIDE TO COMMUNITY LIVING**

## ● **Welcome to Thomas Choice Condominium**

Thomas Choice Condominium was established in 1973. As part of the Montgomery Village planned community concept, its founders wanted to ensure that this venture in harmonious community living had a good chance of not only succeeding, but improving with age.

Covenants were created by the developer right from the beginning. 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, but we require your cooperation and assistance.

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 Thomas Choice Condominium (TCC), a group of volunteers who are also your neighbors. The Board of Directors was elected by the members of the condominium to enforce the covenants and to work out the details of all the community services Thomas Choice Condominium members enjoy.

We hope you find this handbook informative and helpful. If you have questions, complaints or suggestions that relate to our neighborhood, please call the Thomas Choice Condominium office during regular business hours Monday through Friday, 8:30 a.m. to 5:00 p.m. at 301-948-0110 X498. All Thomas Choice residents are encouraged to attend the Board meetings. The more involved you are, the better the community will be. Let us hear from you!

Thomas Choice Condominium Board of Directors  
Spring, 2005

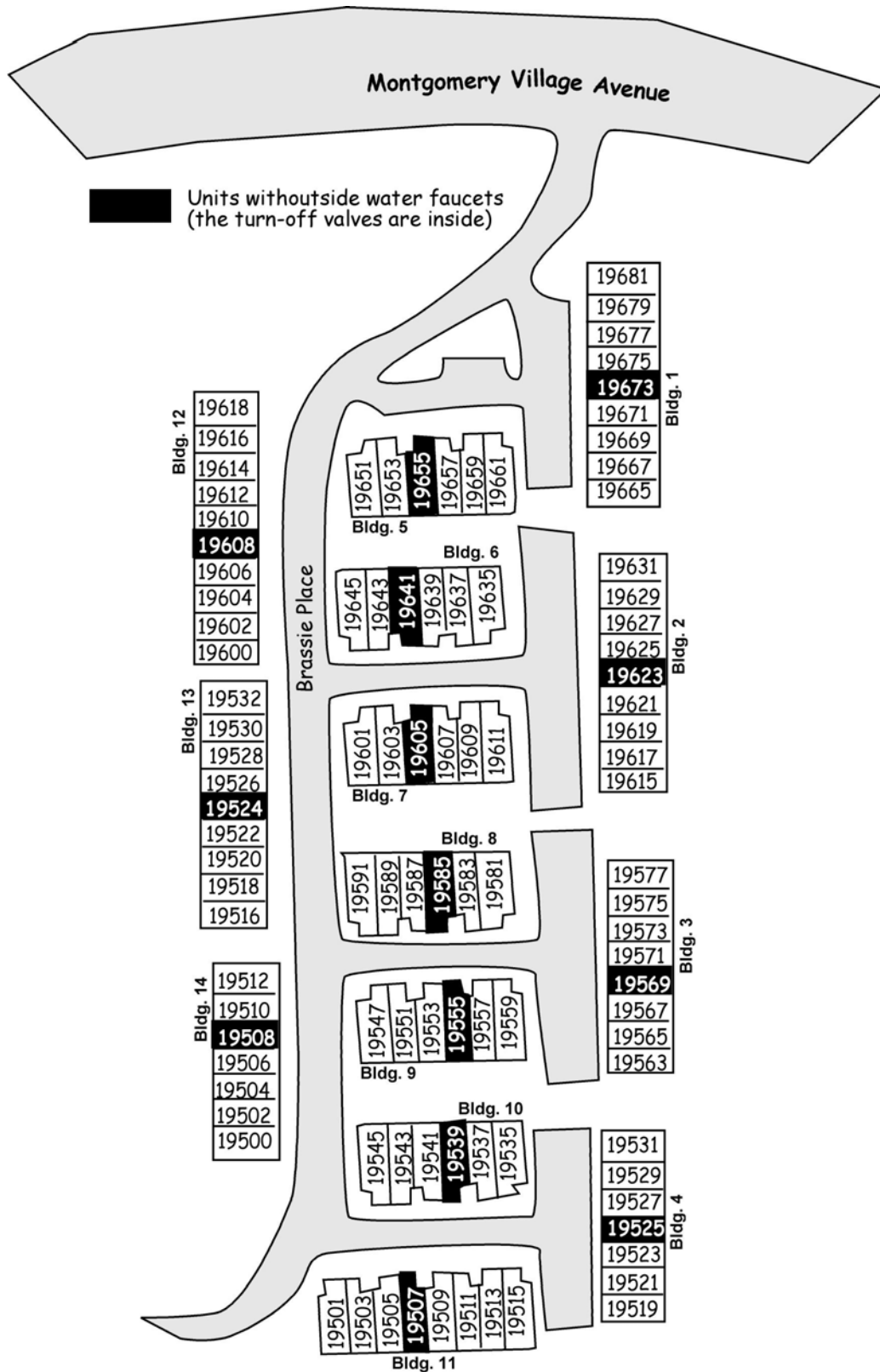


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# Thomas Choice Condominium Map





## ● **Welcome to Montgomery Village**

Montgomery Village is a planned community of over 35,000 residents living in more than 10,000 single family homes, townhouses, condominiums, and apartments. Montgomery Village covers approximately 2,500 acres, including 150 acres of common grounds, three lakes, four community centers, seven outdoor swimming pools, six parks, a boat dock, fishing ponds, athletic areas, a lawn theater and a nature center.

The Montgomery Village Foundation is a non-profit homeowners' association formed in 1966 to promote the health, safety, and welfare of the residents of Montgomery Village. The Foundation has two major responsibilities: management and maintenance of facilities and property owned in common by Village residents, and the enforcement of architectural standards.

There are ten local homes corporations and a number of condominium associations within the Village. These associations are responsible for community affairs at the neighborhood level, such as the maintenance of private streets and greenspace.

### **The Montgomery Village Foundation**

All residential property owners in Montgomery Village are members of the Montgomery Village Foundation and enjoy the benefits and amenities of living in this planned community. The Montgomery Village Foundation (MVF) is governed by an elected volunteer nine-member Board of Directors—your neighbors—who set policy for the MVF. Day-to-day operations of the MVF are conducted by a paid staff.

The MVF appoints the Architectural Review Board (ARB), which sets architectural policy, reviews individual homeowner improvement requests, and enforces the design standards of the community.

The MVF employs a professional Architectural Standards staff to conduct daily administrative tasks and to assist the ARB with its duties and responsibilities. Staff also serves residents by maintaining a reference library of building materials and paint colors, helping with the Property Improvement Request (PIR) application process, and investigating complaints. The ARB staff is located at the MVF Administrative Center at 10120 Apple Ridge Road and can be reached during business hours by calling 301-948-0110 X351.

## ● Directory

Emergency (Police/Fire/Ambulance) .....	911
Animal Control .....	240-773-5960
Architectural Standards.....	301-948-0110 X351
Assessment Information .....	301-948-0110 X346
Cable TV Montgomery .....	301-424-4400
Covenant Control.....	301-948-0110 X319
J&J, Inc. (Trash Collection).....	800-465-2350
PEPCO .....	202-833-7500
Poison Control .....	800-222-1222
Police (non-emergency).....	301-279-8000
Post Office (Montgomery Village).....	301-208-3716
Recycling (Montgomery County).....	240-777-6410
State Farm (Master Insurance).....	301-212-9240
Telephone Repair .....	800-275-2355
Thomas Choice Condominium Management Office .....	301-948-0110 X498
*After Hours Maintenance Emergency Number	
S.L. Johnson Plumbing .....	301-330-0628
WSSC (emergency) .....	301-206-4002
Washington Gas (non-emergency) .....	800-752-7520

## ● **Thomas Choice Condominium: An Overview**

The Thomas Choice Condominium Homeowner Guide contains several important areas of information that will prove helpful to each owner. Please read and keep this booklet in a handy place for future reference. It is also suggested that each resident become acquainted with the **covenants, restrictions and bylaws** of Thomas Choice Condominium. These documents should have been provided to in the disclosure packet when you purchased your home.

### **Maintenance**

TCC has the responsibility to maintain and repair the roof, exhaust stacks, rain gutters and downspouts, paint on all exterior surfaces of the units, streets, parking areas and sidewalks. Outside light globes and bulbs will be provided except for overhead entrance lights. Colored light bulbs are discouraged. Residents who restrict access to backyards by constructing fences or installing lawn furniture, tables, swings, etc., assume total responsibility for maintenance to yards.

Should you desire to restrict condominium maintenance to your front courtyard, obtain a yellow dot from the manager to place on your address sign. This serves as the signal to the maintenance worker to “stay out.” Under these circumstances, the owner assumes complete responsibility for all plants in the enclosed areas; this includes responsibility for mulching, weeding, trimming, replacement of shrubs, etc. Should you wish to restrict condominium maintenance (other than grass cutting) in your backyard, a yellow dot should be placed on your back door. Your responsibility will then be the same as that in the front courtyard. Dots may be obtained at the management office located at 19401 Brassie Place.

Call the management office at 301-948-0110 X498 to report:

- Missed areas during grass cutting
- Dead trees
- Street lights out
- Needed roof repairs
- Missing hoods on stacks
- Water leaks

### **Homeowner Responsibility**

Generally, any problems that occur **within** your home are **your** responsibility. This refers to items such as surfaces of the walls, floors, ceilings, kitchen and bathroom fixtures, appliances and equipment; refrigerators, range, air conditioning units, floor joints, insulation and those parts of the plumbing, heating nad lighting systems which are wholly contained within the

homeowner's unit and serve only that unit. These are the homeowner's responsibility. Refer to the **definition of unit in the Master Deed**.

### **Special Requests**

Any special requests (other than routine maintenance items) should be made in writing to your Board of Directors. Following discussion at the Board meeting, you will be notified of their decision.

### **Pipe Damage Prevention**

To prevent freezing and possible breakage of outside water pipes, these should be drained prior to severe cold spells. The cut-off valve to the system is located in the furnace room of that house (as noted on the map) in each block of houses that has the water faucet attached to the back wall of the house. This does not refer to the community-type faucet in the backyards. Five things should be done:

1. Close the valve in the furnace room
2. Open the air valve close to the cut-off valve to permit air in the pipes.
3. Open the valve in the deep well in the backyard under the concrete block.
4. Open the valve on the open pipe in the backyard.
5. Fully open the valve attached to the wall of the house.

This procedure will allow the pipes to drain and prevent any damage from freezing. **Please Note: The master water shut-off valve in your home is located behind the metal plate in the closet of your entrance hallway.**

### **Water/Sewer Problems**

The sewer and water lines, after they leave your home, become the responsibility of the Council of Co-owners, through the Board of Directors and ultimately the management agent. Any problems with these sewers or water lines should be reported as quickly as possible to the condominium managing agent at 301-948-0110 X498.

### **Vandalism**

The most noted vandalism in Thomas Choice has been the destruction of "No Parking" signs, the breaking of light globes and vandalism, the breaking of the limbs of young trees, strips of wood being pulled from fences, and the abuse of shrubbery in the greenspace areas. This has been done mostly by the young population of the community. Parents are responsible for the conduct of their children. This type of damage is costly and the parents will be held responsible and billed for the cost of repairing damage. Any acts of destruction should be reported to the MVF at 301-948-0110 X498. Section 4b, Folio 200 of the Thomas Choice Bylaws states: "An

owner shall promptly reimburse the Council for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.”

### **Montgomery County Pet Ordinance**

Thomas Choice Condominium is under the jurisdiction of the Montgomery County Pet Ordinance. Briefly, this law states that no pet shall be unleashed and no pet may eliminate body waste on any property other than its owner's. It further provides that the owner shall keep his property clean. To obtain further information or to report violators, contact the Montgomery County Division of Animal Services at 240-773-5960.

### **Tennis Court Lighting**

A new control was installed to better regulate the lighting system for the tennis courts. This is to be regulated solely by authorized personnel and any tampering with the system will be considered a crime, subjecting the tamperer to arrest. Lights burning beyond established playing hours should be reported to the MVF Recreation Department office at 301-948-0110 X336 so that adjustments can be made to the system.

### **The Condominium's Master Insurance Policy**

The Condominium master insurance policy is presently issued by the State Farm Insurance Company. Claims are to be submitted through the MVF at 301-948-0110 X498.

In order to properly administer the filing of claims under existing policy, the Insurance Company will act only on claims received through the agent, the MVF. Payments will be made jointly in the names of the TCC and the claimant. **The unit owner is responsible for a \$5,000 deductible for the owner's property.**

### **Insurance Coverage**

As a co-owner in Thomas Choice Condominium you should have insurance. Your insurance should cover all the personal property contained within your unit (refer to the definition of unit in the Master Deed). Your insurance should also reflect the value of any upgrades to your home, i.e., the addition of carpet or appliances and so on. You should review your coverage with your insurance agent each year to keep up with inflation and any additional property you may have acquired.



## ● **Architectural Standards**

### **What are architectural standards?**

Within Montgomery Village are distinct neighborhoods, all uniquely designed with a variety of American housing styles ranging from traditional to contemporary. The developer wanted to provide a system to assure that the original plan for the design and use of land and homes within Montgomery Village would not be altered or changed. They developed a system of “architectural standards” by adding protective covenants to the deeds of all residential property in the Village.

Architectural Standards help protect the value of your property and your investment in Montgomery Village.

### **What are the covenants?**

The covenants are the rules and regulations for community living. These are included in the deeds to all residential properties in the Village. The covenants “run with the land,” which means that they transfer from owner to owner as property is bought and sold.

The covenants help assure that the carefully designed neighborhoods of Montgomery Village are preserved and maintained. They ensure that the architectural integrity of the community remains intact. The covenants also establish a system for enforcement.

A copy of the covenants is provided to all homeowners at settlement as required by the Maryland Homeowners’ Association Act. It is important that you read these documents and understand the policies which affect your community.

### **Who enforces the architectural standards?**

The Montgomery Village Foundation has the legal authority to enforce the architectural standards of the Village.



## ● **The Architectural Review Process**

### **Do I need approval from the ARB before making any changes or improvements to my home?**

Yes. In most cases, you must seek approval from the ARB prior to making any changes to the exterior of your home. The ARB must approve both temporary and permanent changes, as well as removal of existing or original items.

The covenants state that “no building, fence, wall, or other structure shall be commenced, erected or maintained...nor shall any exterior addition to or change or alterations therein be made until the plan and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Montgomery Village Foundation or by an Architectural Control Committee” (the Architectural Control Committee is now referred to as the Architectural Review Board).

### **How do I apply to ARB?**

You will need to submit a Property Improvement Request (PIR) application. Applications are available by calling or visiting the MVF office. When completing the application, it is important that you provide sufficient information about the proposed improvement. This manual, as well as instructions provided with the PIR, describe the information that is needed for each type of request. Architectural Standards staff will review your application. In addition, there are submission checklists available at the MVF for several types of modifications. These checklists were designed to assist homeowners by clearly stating what information is necessary for the ARB to adequately review the request. If your application contains insufficient or inaccurate information, it will be returned and you will be asked to resubmit it. ARB staff is available to answer your questions about the PIR application and the process.

### **How long does the application process take?**

The ARB meets on the first and third Wednesdays of each month. All completed applications received by the close of business on the Thursday prior to the meeting will be considered. After consideration, the application will be returned to you no sooner than the Monday following the ARB meeting. The application will be mailed to your home unless you make arrangements to pick it up at the MVF office. The ARB must review each application within thirty days of submission. If not reviewed within thirty days, the request may be considered approved.

**Is there a charge for filing a Property Improvement Request application?**

The MVF has the authority to charge a \$25 fee to process a PIR application. The fee may be waived for certain projects.

**May I attend the meeting when the ARB reviews my application?**

Absolutely. If you plan to attend the meeting on the day your application is reviewed, please call the Architectural Standards staff in advance so that your name may be put on the agenda. Your contractor, architect, or designer is welcome to accompany or represent you with a signed Authorized Agent Affidavit.

## ● Architectural Control Policy

To ensure values and enhance the appearance of Montgomery Village, the following criteria are established to serve as a general guide for residents of Thomas Choice Condominium desiring to make exterior alterations or changes to their property. All exterior modifications require prior approval by the Montgomery Village Foundation Architectural Review Board.

It is the purpose of the MVF ARB to maintain the original architectural design and integrity for each community in Montgomery Village. This design intent is the underlying guideline for decisions made by the ARB. Therefore, all requests for exterior modifications, house additions, or accessory structures are reviewed by the ARB with this guideline as a standard. However, applications are reviewed on an individual basis. The ARB acknowledges that building materials and technologies are constantly changing and the ARB will implement improved systems when they can be appropriately integrated with the original architectural intent of the community.

1. **Exterior Paint.** No approval is required if the exterior colors are not changed from existing approved colors. All exterior colors are pre-planned by a professional color consultant to provide community harmony and attractive individual design. The trim color is standard and may not be changed. This color is Benjamin Moore Alexandria Beige #HC-77. No color changes to siding, brick or door will be approved unless the new colors are within the contemporary color spectrum established for Thomas Choice Condominium. All approved colors are on file in the MVF office for your convenience.
2. **Fences.** Wood fencing within the Limited Common Element will be permitted on the rear property line at a limit of 14 feet and side property lines extending from the rear corners of the house. Shrubbery may be planted within 15 feet of the outside of the fence. Maintenance of the fence and the fenced area becomes the responsibility of the condominium owner. Privacy fencing installed by the developer in the rear yard must be retained.
  - **Fencing Material.** In general, on side property lines, the fence shall be 1" X 3" cedar or treated pine boards, the same height as the originally installed section of the fence (6 feet). Fencing on the rear property line shall be 1" X 3" cedar or treated pine boards, generally 36" in height. For the portion of the fence on the rear property line, it will be necessary to install cedar or treated pine boards on the side exposed to the General Common Element (the public side). Gates will be of the same material, height and design as the rear fence. The color of the fence and gate are to be natural. Any shrubbery must be planted within the required 15-foot yard limit.
3. **Patios/Decks.** Patios and decks will be reviewed on an individual basis. In order to be considered, unit owners should attach a sketch showing the design, dimensions, and elevation in enough detail for determination of what and how it will be constructed.
4. **License Agreement (fences, decks, and patios).** For Fairway and Clearview models, in order to build a patio beyond 10 feet, it is necessary to have a signed License Agreement on file with the condominium association. This agreement will allow a 15-foot extension to a backyard from the rear wall of the house (see the master plat).
5. **Storm Windows.** Storm windows shall be bronze in color.

6. **Storm/Screen Doors.** When installed over the front doors, residents should be aware that using a glass door can create problems with the paint on the metal entry door because of heat build-up. All storm or screen doors shall be full-view or three-quarter glass (including self-storing) in design and be painted dark brown or the Benjamin Moore Alexandria Beige #HC-77.
7. **Storage sheds.** Storage sheds are not permitted. Developer-installed sheds must be retained.
8. **Deadlines.** All approved alterations or changes must be completed within three months of ARB approval unless a specific exception is received.

**THOMAS CHOICE CONDOMINIUM  
CONDOMINIUM PROPERTY IMPROVEMENT REQUEST FORM  
THOMAS CHOICE CONDOMINIUM BOARD OF DIRECTORS  
ARCHITECTURAL REVIEW BOARD**

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

In accordance with the Declaration of Covenants, Conditions, and Restrictions covering the property described below, I/we hereby apply for written consent to make the following exterior alterations or changes to the premises.

Owner's Name \_\_\_\_\_ Telephone # \_\_\_\_\_

Unit Address \_\_\_\_\_ Building # \_\_\_\_\_

Complete the following sections as applicable.

**FENCING.** Attach the plat plan showing the location of the fence, height, materials to be used, as well as finishes and/or color. \_\_\_\_\_

***Note: Requests for installation of fencing will be approved only for fences to be constructed completely within the limited common element of the condominium unit. Maintenance of the fence and the fenced area becomes the responsibility of the condominium owner.***

***Plantings on General Common Grounds. Attach a sketch showing the size, types of plantings and any special or unusual maintenance required.***

**PLANTINGS ON LIMITED USE GROUNDS.** Attach a sketch showing the site location, size, types of plantings and any special or unusual maintenance required. \_\_\_\_\_

**STRUCTURAL IMPROVEMENT.** Attach a sketch showing the design, dimensions, and elevation of the proposed improvement or modification, with sufficient detail that a prudent person can determine what and how it is to be done. Provide an approximate time for completion of this improvement. \_\_\_\_\_

***NOTE FOR FAIRWAY AND CLEARVIEW MODELS: In order to build a patio, deck, or fence beyond 10 feet, it is necessary to have a signed License Agreement on file with the condominium association. This will permit a 15 ft. limit to a backyard, as measured from the rear wall of the house.***

**SPECIAL OR EXCEPTIONAL REQUEST** \_\_\_\_\_



If this application is approved, I/we fully understand that the approval is only for what I have indicated above and is based on the facts presented. Furthermore, I agree that the Condominium will not be responsible for maintenance of any addition or change to the original installation by the developer unless otherwise provided for in the condominium documents.

All approvals are for conformity with existing architectural and aesthetic conditions within the community only. The applicant has the sole responsibility for building permits, engineering, water flow and/or any other areas requiring professional or technical advice or approval. Further, each applicant shall be solely responsible for any damage to adjoining property owners and all other persons that may result from the approval herein requested.

**NOTE: This request becomes null and void if the project is not started within 90 days of approval. The project must be completed within 120 days of approval.**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_

### **ACTION**

#### *Architectural Review Board recommends:*

Approval           Disapproval

Signed \_\_\_\_\_ Date \_\_\_\_\_

#### *Thomas Choice Condominium Board of Directors Decision:*

Approved           Disapproved

Signed \_\_\_\_\_ Date \_\_\_\_\_

## ● Landscape Maintenance

As properties are conveyed to new owners within the condominium, it has been observed that some unit sellers have misrepresented the maintenance responsibility of the condominium to unit buyers, particularly with regard to mulching, shrub pruning, etc. It has been reported that new owners have been told that “the condominium takes care of everything.”

The condominium, however, is responsible only for the maintenance of landscaping that was originally installed by the developer on individual unit sites, as far as that can be determined. Over the years, a number of unit owners have upgraded the landscaping of their front and rear yards by constructing patios, adding new shrubbery, making flower beds around trees and on other areas. While these are improvements to the property, they are not necessarily the responsibility of the condominium to maintain. Additionally, the yellow dot system was established for those owners who prefer to personally maintain the property near their homes.

Article IV, Section 3, Liber 4392, Folio 191 of the Bylaws clearly identifies the responsibilities of the Board of Directors. That portion dealing with the maintenance of landscaping is quoted here:

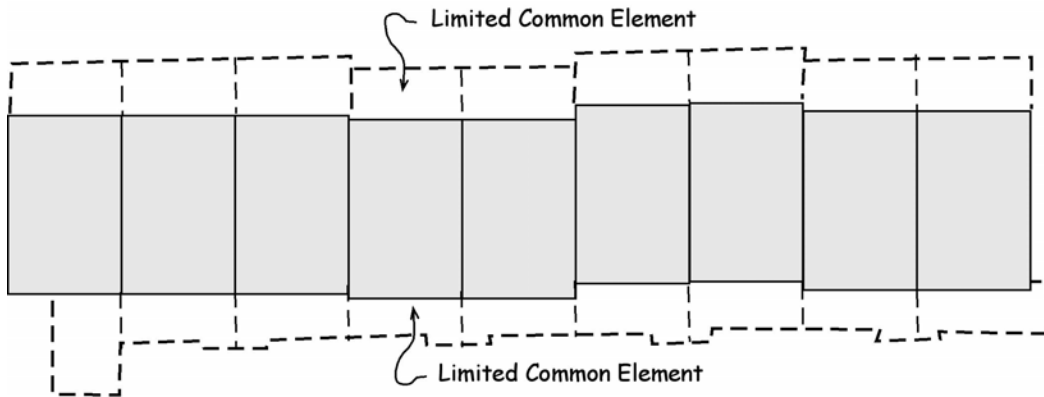
“...maintenance of the improvements originally constructed by the developer in the Limited Common Elements; reasonable care of trees, shrubbery and grass originally planted by the developer, including grass cutting, fertilizing, seeding and pruning when necessary; provided, however, that in the event any owner shall install additional improvements on the Limited Common Elements appertaining unto his unit, in accordance with the provisions set forth within Bylaws and the Master Deed, the owner shall immediately assume responsibility for the maintenance of the same.”

Another example can be cited with those homeowners who have executed lease agreements. One of the clauses states:

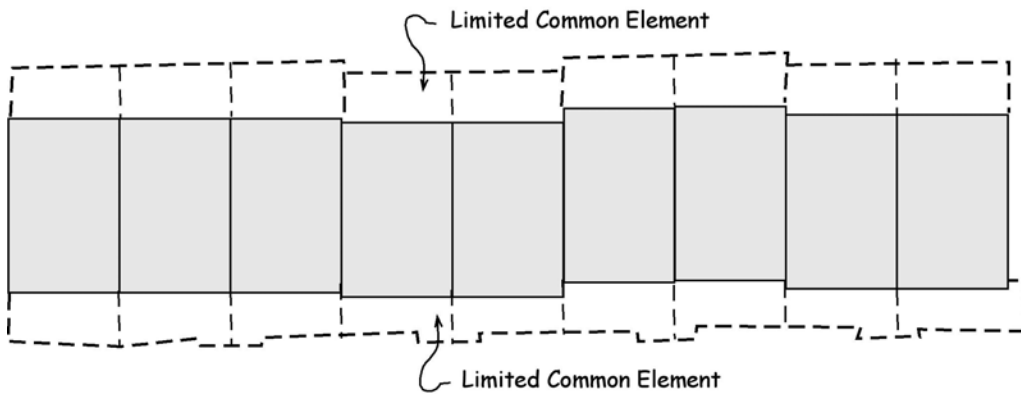
“3. Licensees shall, at their sole cost and expense, keep the licensed premises in neat, clean and orderly conditions and maintain the same in good condition during the term of the agreement.”

In the past, the TCC Board has followed this policy. To do otherwise would be unfair to the majority of owners who still have homes with original bushes only. If the condominium were to pay for the maintenance of owner-installed yard improvements, the cost of overall maintenance could rise substantially. It is the intent of the TCC Board to continue following this policy in the conduct of the maintenance program for the condominium and all owners are advised accordingly.

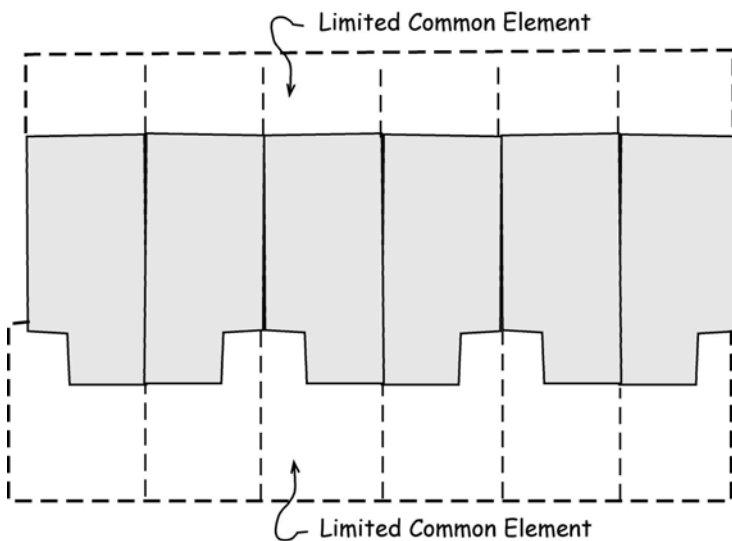
● **Examples of Common and Limited Elements from Master Plat**



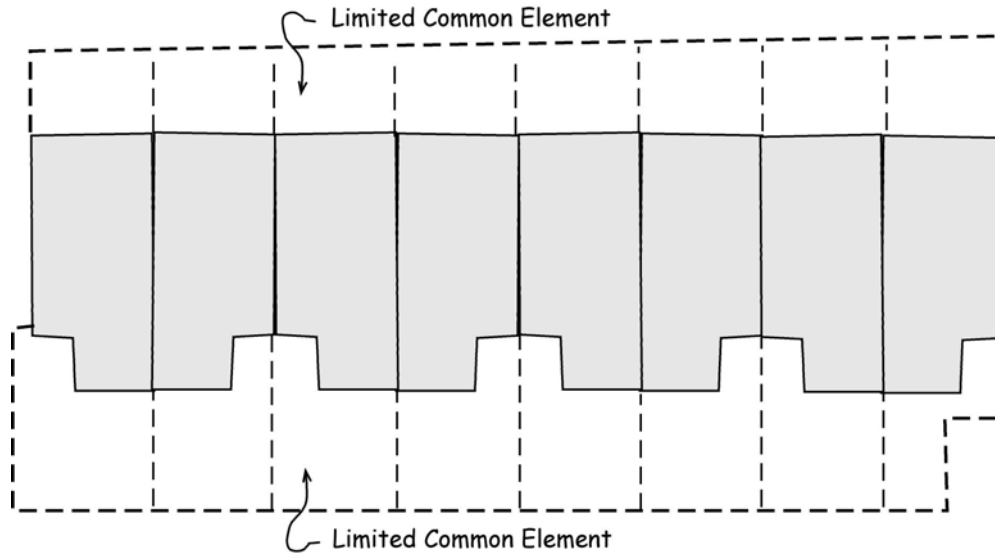
**First Floor, Building #1**



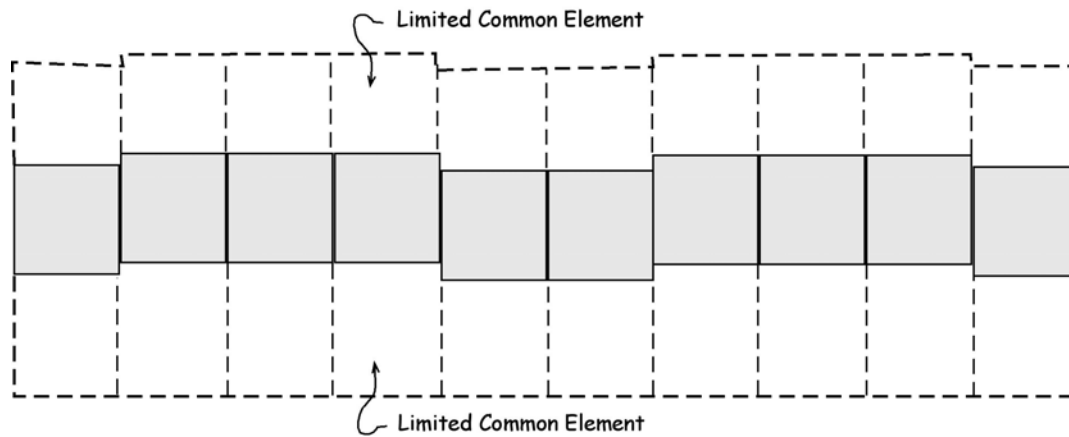
**First Floor, Building #2**



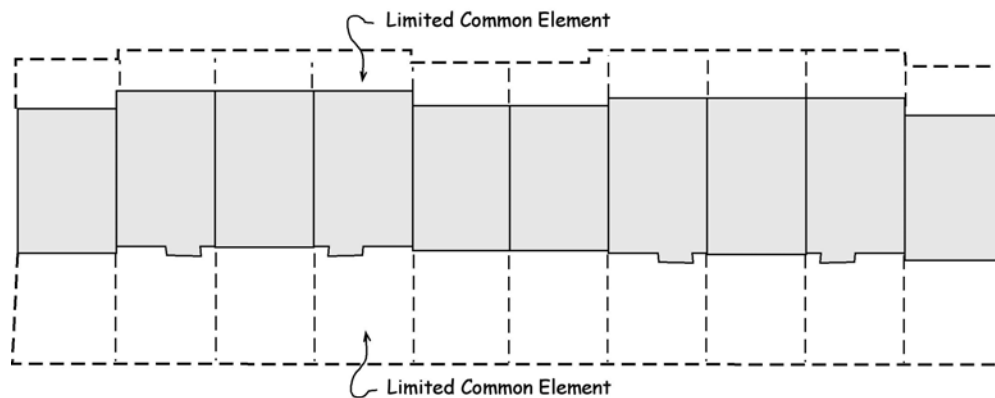
**First Floor, Building #5**



**First Floor, Building #11**



**First Floor, Building #12**



**Second Floor, Building #12**

## ● **Yard Maintenance Policy**

Several residents have expressed a desire to maintain the front and rear yards of their units. As a result, the following policies have been established by the Board of Directors.

- A. Option Front.** Anyone who desires to maintain his front yard or court may do so with the understanding that such maintenance by the owner will not result in a reduction of the condominium fee. Furthermore, all costs for maintaining the front yard or court landscaping (except grass and trees) will be paid by the owner. For those who would like to have this option, a yellow sticker must be affixed in the eye of the 9 on the address. Upon seeing the yellow dot, the maintenance crew will not perform any maintenance within the front yard or court.
- B. Option Rear.** Homeowners desiring to maintain their shrubs, bushes, flowers, etc. in their rear yards should place a yellow dot in the upper right hand corner of the back sliding door. When the option is exercised for the backyard, the regular condominium maintenance responsibility will be confined to grass cutting and tree maintenance only. All costs for maintaining the backyards, other than for grass and trees, will be assumed by the owner.
- C. Option Both.** Homeowners desiring to maintain both front and rear areas of the home—except grass cutting and tree maintenance—must place the yellow dots as designated in Options A and B.

Homeowners who would like to exercise any of the above maintenance Options must place the yellow dots as directed in Options A, B, or C. Contact the management office for new dots.

Grass cutting will continue to be done by the maintenance crew except for any rear yard which has been fully enclosed by a fence.

Adopted: 8/11/93

Amended: 2/9/98, 3/15/99, 5/17/04

## ● Landscape Policy

The Thomas Choice Condominium Board of Directors (TCC Board) and your neighbors appreciate the expense and effort made by some homeowners to improve the appearance of our neighborhood. However, the architectural and landscape restrictions are to improve the appearance of the community (this includes some uniformity), which helps us all at resale time.

Your TCC Board has adopted this policy to provide clarification to existing regulations in the Condominium Bylaws, Master Deed, and Declaration of Covenants, Conditions and Restrictions that were given to you when you bought your condominium.

### Definitions

- **General Common Elements.** As defined in the Master Deed, General Common Elements are all areas and facilities which are not part of a unit or limited common element, as shown on the Master Plat (see attached examples). These include all streets, curbs, sidewalks, retaining walls, entrance porches, parking areas, lawn areas, trees, shrubbery, etc.
- **Limited Common Elements.** The use of Limited Common Elements is reserved exclusively for the owners of the unit, for example, inside the courtyards and rear yard areas.
- **Board Responsibility.** Article IV, Section 3(a) and (f) of the Thomas Choice Condominium Bylaws indicates that the TCC Board is responsible for the care, upkeep, and surveillance of the Condominium and the general common elements. Shrubs originally planted by the Developer on the limited common elements will also be maintained by the condominium.

The TCC Board will act as the Condominium Architectural Control Committee in reviewing plans for proposed changes (structural or landscape) submitted by owners.

### Required Approvals

Landscape items that must be submitted to the Montgomery Village Foundation ARB for review and then recommendation to the TCC Board include: planter boxes, trellises, patios, and walkway or porch lights. All recommendations made by the ARB are forwarded to the TCC Board for final approval or disapproval. While the ARB does not review requests for planting of small trees or shrubs, all owner/resident's plans for modifying (adding new or removing TCC shrubs, etc.) the landscape must be approved by the TCC Board.

### General Guidance

Do not plant or place anything that would interfere with pedestrian or vehicular traffic, lawn mowing, or painting. Submit your proposed landscape modifications in writing and obtain approval before doing the work.

- **Planting bed trim/edging:** the recommended edging is red or natural concrete scalloped sections of red bricks, not to exceed 6 inches in height. Wooden sectional edging is difficult to maintain in good condition and is not allowed.
- **Planter boxes and flower pots:** in order to have a neat uncluttered appearance, planter boxes, pots or figurines are not allowed in front of the units, except within the courtyard.
- **Birdfeeders:** are limited to two in the backyard. They must be in good condition and discourage access by squirrels.

Plants, shrubs, and trees on the limited common elements that were not planted by the Developer or the TCC Board are the responsibility of the homeowner. If such landscape items are not kept in good condition or if they become overgrown or damage the TCC structure, the TCC Board can require trimming or removal within 30 days of notification. If the homeowner does not comply, the TCC Board can direct a contractor to do the work and bill the homeowner.

### **Guidance for the General Common Elements**

In general, the only plantings by residents allowed in the common elements has been next to sidewalks and between brick wall and curb (Fairway models). Recommended plants are annual or perennial flowers less than 2 feet tall at maturity or groundcover.

### **Maintenance Committee**

The Maintenance Committee shall be composed of two Board members and two or more residents. These volunteers will identify problems within the Association by performing monthly inspections and making recommendations to the TCC Board.

The goals of the Committee are to maintain and improve the appearance of TCC property, encourage compliance with TCC policy and rules, recommend work within the budget system, and be responsive to the concerns of residents. A five year plan for major landscape improvements is being developed for budget consideration each year by the TCC Board.

## ● Unit Repair Policy

According to the Thomas Choice Condominium By-laws Article IV 2, Section 3(f), the Thomas Choice Condominium (TCC) Board is responsible for painting all exterior surfaces of the units, and maintenance and repair of the roofs, including exhaust stacks, rain gutters and downspouts. According to the Master Deed, under general common elements, the TCC Board is responsible for exterior lighting, conduits, utility mains, and all conduits and wire outlets and utility lines. Even though the soffets, rake boards, and fascia are not specifically addressed as a TCC Board responsibility, the Board has decided to repair and maintain them.

Legal counsel has advised the TCC Board that the unit owners are responsible for maintenance and repair of the balcony, door trim and any other exterior items “under the eaves” of the unit, except as noted above.

As stated in TCC By-laws, Article VI, Section 4, the repair of each unit must be performed promptly by the owner. Exterior structures added to the unit by the homeowner (past or present) such as decks, patios, and flagstone courtyards must be kept in good repair.

If maintenance and repair is necessary to protect the common area or preserve the appearance and value of the project, and the owner of the unit failed to perform such after written notice, the Board shall levy a special assessment against the unit owner for the costs of said maintenance or repair.

As required by Article VI, Section 2, the TCC Board has obtained Fire and Extended Coverage Insurance for replacement of the buildings, including bathroom, kitchen, air conditioning and heating equipment of the quality originally installed by the developer. It does not include furnishings or other personal property supplied or installed by unit owners. It also does not include furnishings or other personal property supplied or installed by unit owners. It also does not include improvements or upgrades made by the owner. The insurance policy covers replacement in cases of damage due to certain hazards. It does not relate to repair and maintenance for normal wear.



## ● Assessments

As an agent, the Montgomery Village Foundation is responsible for collecting Thomas Choice Condominium assessments.

All owners in Thomas Choice Condominium receive payment cards for twelve months beginning in November. Please be sure to include your monthly payment card with each check. Condominium fees are due on the first of the month. If payment is not received by the eighth day of the month, you will receive a reminder notice. A copy of the policy for collection of delinquent accounts is included for your reference.

As you are aware, your monthly fee pays for water and sewer use, twice-weekly trash collection, street lighting, lawn and shrub care, snow removal, insurance coverage, street and path maintenance, plus other service. To ensure continued uninterrupted service, prompt payment by homeowners is important.

Your cooperation in keeping your account current is appreciated. If you have questions regarding a condominium bill, please call the Assessment Clerk at 301-948-0110 X346.

## ● Collection Policy

Condominium assessment fees are due by the first (1) of each month. Fees not received by the tenth (10) of the month will prompt the sending of a delinquent notice requesting payment and advising the owner that the next regular payment and the delinquent amount will be the first (1) of the next month. In addition, if the regular payment is not received by the tenth (10) of the month, a \$25 fee will be imposed. This will be charged to the owner's account and be subject to collection, separate and apart from the assessment fee. The \$25 administrative charge will be assessed each month the assessment is outstanding.

If payment is not received by the first (1) of the next month, a second letter will be sent by regular and certified mail advising the owner of the amount of his delinquent account, plus interest of 6%, plus administrative charge and that the annual condominium fee may be accelerated to include all fees for the fiscal year if payment is not received by the end of the month. He will be further advised that legal action may be taken by filing suit in District Court of Maryland for collection of all the condominium fees for the fiscal year plus interest on delinquent accounts, administrative charges, court costs and attorney's fees if the account is not brought current by the last day of that month.

If payment is not received by the last day of the second month, a suit will be filed in the District Court of Maryland. Once a judgment has been granted by the Court, it may be recorded as a condominium lien in the land records of Montgomery County and procedures will be instituted for collection of the judgment.

- ***NOTE: Acceleration of assessments means any installment of a condominium assessment which remains unpaid for more than sixty (60) days from the due date will be considered in default and shall cause the entire amount of the remaining annual assessment to be immediately due and payable.***

Authority for this section is contained in the Thomas Choice Condominium By-laws, Article VI, Section I, and in the Master Deed Twelfth –f.5.

### ***Example***

April bill	Due April 1
April 10	Letter #1 and Administrative Charge
May 1	Letter #2
May 10	Administrative Charge
June 2	Suit filed to obtain judgment and following this, a condominium lien may be filed

## ● **Parking and General Vehicular Rules and Regulations**

The purpose of these rules is to promote the safety and welfare of THOMAS CHOICE CONDOMINIUM residents, while preserving and protecting property values within the boundaries of the Condominium.

The following rules and regulations shall apply to all vehicles meeting the criteria set forth herein without regard to the type or designation of license plates affixed to the vehicle.

1. **Permitted Parking:** Parking of motor vehicles will be permitted within the boundaries of Thomas Choice Condominium property only at the following locations:
  - a. Parking is permitted on paved sections of Thomas Choice Condominium-owned private streets and designated parking areas. All vehicles must be parked within curb markings where markings are provided.
  - b. Parking is permitted within a garage or on the paved section of a driveway. Residents are expected to use garages and driveways when provided.
2. **Prohibited Parking:** Parking of motor vehicles is prohibited in all other locations within the boundaries of Thomas Choice Condominium including:
  - a. **No Parking Areas:** Parking is prohibited in all of the locations within Thomas Choice Condominium which are designated by signs or yellow street markings as “No Parking” for various safety reasons, such as firelanes.
  - b. No motor vehicles will be permitted to park or operate on any portion of the greenspace within the boundaries of Thomas Choice Condominium.
3. **Restricted Vehicles:** The following vehicles are prohibited from parking on any portion of the land within the boundaries of Thomas Choice Condominium, unless garaged.
  - a. **Commercial vehicles:** any vehicle with any type of writing or printing (letters, pictures, insignia) other than that provided by the manufacturer of any kind, type or description. Vehicles which carry ladders, pipes, etc. will be considered commercial vehicles. Police and other governmental vehicles which would otherwise meet the criteria elsewhere herein provided (other than markings) are prohibited.
  - b. **Private trucks:** The term “private truck is meant to apply to a truck owned, used, or maintained within the community, as opposed to a truck used in trade or business on a random basis serving the residents of the community, and includes all vehicles designed and used primarily for the transport of goods or services rather than passengers. The largest group of such vehicles are commonly known as “pickup” trucks having an open back and a separate cab, and are prohibited regardless of whether or not they have a cab or camper installed and regardless of the number of passenger seats in the cab. All other vehicles, such as delivery trucks and the like, are also prohibited.
  - c. **Trailers:** any vehicle having wheels but dependent upon another vehicle for its motive power, and designated to be towed behind such other vehicle. *NOTE: Any non-wheeled attachment to a motor vehicle such as camper tops, caps, etc. must not*

*be stored on condominium property (unless garaged). Such attachments, whether on the vehicle or not, are prohibited.*

- d. ***Campers and recreational vehicles:*** A vehicular portable unit, mounted on wheels for use on highways and streets, propelled or drawn on its own or other motor power; of such a size and weight as not to require special highway movement permits when drawn by a motorized vehicle (or operated on its own power); primarily designed and constructed to provide temporary living quarters for recreational, camping, or travel use; and/or generally identifiable by the number or configuration of vents and utility hookups, types of windows, luggage and storage capabilities and general visual appearance not associated with a passenger vehicle normally found in residential communities.
  - e. ***Boats:*** Any device or structure, of any material, designed primarily for use by one or more persons as a flotation device upon a body of water. No boats will be permitted on the land within the boundaries of Thomas Choice Condominium unless garaged.
4. **Other Restrictions:** in order to avoid unsightliness, the following restrictions are also established:
- a. ***Extensive repairs:*** No work or dismantling of vehicles, boats or machinery of any type (other than routine maintenance) is permitted on the land within the boundaries of Thomas Choice Condominium.
  - b. ***Unlicensed and inoperable vehicles:*** No unlicensed or inoperable vehicles are to be stored or parked more than 48 hours on the land within the boundaries of Thomas Choice Condominium. An unlicensed vehicle is one with no tags or one without current registration stickers. An inoperable vehicle is one with flat tire(s), missing parts, or any condition which makes it unable to move under its own power.
5. **Enforcement:** These rules and regulations shall be enforceable by the Board of Directors of Thomas Choice Condominium, its agents, officers and employees, and by the Montgomery County and State of Maryland Police Departments as applicable.
6. **Violations:** Violators of these parking and general vehicular rules and regulations will be subject to towing, prosecution, or such other legal action as may be appropriate.



● **Reserved Parking Places in Fairway Parking Lots**

Printed below is an application for Fairway residents to apply for reserved parking in front of their homes.

The Board will make every effort to assign spaces in front of each resident's home. Reserved spaces will only be assigned to those residents who are eligible by virtue of home ownership, lessee of record, or other reasonable contingency subject to consideration by the Board. A limit of two spaces per house will exist as indicated on the application.

Spaces not reserved will be open to use by visitors. Other Thomas Choice Condominium residents should not park in the lot on a regular basis.

**FAIRWAY RESIDENT RESERVED PARKING APPLICATION**

---

Name: \_\_\_\_\_ Building # \_\_\_\_\_

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

I hereby apply for \_\_\_\_\_ reserved parking space(s) for the motor vehicle(s) listed below. Reserved spaces are limited to a maximum of two per home.

Vehicle Number 1 \_\_\_\_\_ Vehicle Number 2 \_\_\_\_\_

Make \_\_\_\_\_ Year \_\_\_\_\_ Make \_\_\_\_\_ Year \_\_\_\_\_

License # \_\_\_\_\_ State \_\_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_\_

Vehicle Registered to: \_\_\_\_\_ Vehicle Registered to: \_\_\_\_\_

I certify that I am the resident of record at the above address and owner of the vehicle(s) described above. I acknowledge that the use of the specific assigned space(s) is for the vehicle(s) listed and contingent upon the sanction of the Board of Directors as noted in the Master Deed.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Your request for reserved parking space(s) is approved and you are assigned space(s) number(s) \_\_\_\_\_ and \_\_\_\_\_. This approval is not transferable and must be renewed for change of vehicles.

Chairman, Parking Committee \_\_\_\_\_ Date \_\_\_\_\_

Chairman, Board of Directors \_\_\_\_\_ Date \_\_\_\_\_

## ● **Yellow Firelanes**

The yellow firelanes in Thomas Choice were installed under the direction of the Fire Marshal to ensure easy access in the event of a fire. The firelanes are documented and are on file with the Fire and Police Departments. It is illegal to park vehicles in the yellow firelanes where indicated by the “No Parking” signs.

Your Board has noted that a few residents fail to observe the no parking restrictions and by doing so are subject to being ticketed by the Police Department. We do not want anyone to get tickets and are calling this to your attention. If you observe the rules, it will not happen. Anyone cal call 911 if they observe illegal parking in the yellow zones.

## ● **Snow Removal Policy**

### **Streets**

The snow removal contractor for Thomas Choice Condominium has been authorized to remove snow from the streets only when there is an accumulation of over two (2) inches in depth. Sanding and/or salt application shall be applied to street slopes if ice is anticipated and if snow is less than two (2) inches.

This policy does not apply to the asphalt path along the tennis courts leading to Thomas Choice West, which is primarily sued for recreation and not considered a public sidewalk. There is no obligation to clear recreational paths, private walkways and driveways.

## ● 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 when the owner of the vehicle cannot be located or identified.

### Implementation

1. ***Restricted vehicles when the owner has been identified:*** Towing will not be used until after the following steps have been taken:
  - a. Completion of the notification process by MVF on behalf of the condominium advising that the vehicle may be towed and/or legal proceedings may be initiated.
  - b. Staff will advise the inspector to sticker the vehicle the next time it is seen. The violation sticker will be securely attached to the windshield of the vehicle.
  - c. The date and time the sticker was attached is written on it.
  - d. 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.
  - e. After the sticker has been placed on the vehicle, staff will contact the towing company.
  - f. The towing company will locate and remove the vehicle at any time.
2. ***Restricted Vehicles when the owner has not been identified:*** 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 windshield of 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.
3. ***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 windshield of the vehicle. The vehicle may be towed 48 hours after it is stickered by the private towing company.
4. The condominium should post signs giving notice that the restricted vehicles will be towed.
5. Montgomery Village Foundation will continue to provide the condominium 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 condominium authorizing the towing. All instructions to the private towing company will be directly from MVF staff. The condominium will be kept informed of this action through a monthly report.

## ● Water Usage Costs and Sewer Backup

In order to prevent waste, please make certain no bathroom or kitchen fixtures are leaking. Check all fixtures periodically. During winter, all outside water pipes should be drained to prevent pipes from bursting. Care should be taken when washing automobiles to avoid wasting water. Conserve water whenever possible.

Water and sewer charges continue to be high and are on the increase. Water usage has increased gradually. All this makes bills higher. We all share the responsibility for these costs. Through careful use and maintenance of faucets and other water use fixtures, we can avoid waste and realize cost savings. Your cooperation will be appreciated.

From time to time, some residents have experienced the unpleasantness of a sewer blockage and the resultant backup of waste in the home. If the blockage is in the bowl and can be dislodged by use of a rubber plunger, the matter is easily resolved. If not, the bowl may have to be removed and a sewer wire inserted to reach the blockage and eliminate the obstruction. In the latter case, some other alternatives should be known by the homeowners and pointed out to the plumber.

- **For Clearview Model:** In the garage in the vertical sewer line between the powder room, a tee fitting exists with a screw cap. Removing the cap and inserting a sewer wire at this point may eliminate the need to remove the bowl fixture in any of the bathrooms. At best, it will help in relieving the backup and possible flooding in both rooms should the fixture need to be removed.
- **For Greenwood Model:** In the garage, the vertical sewer line may be seen near the furnace area; however, no tee fitting or cap exists.
- **For Fairway Model:** In this model, the vertical sewer line is located in the wall area and no tee fitting nor cap exists. Removal of the bowl in the powder room is the only way to solve the problem.

## ● Trash Guidelines

Thomas Choice Condominium has contracted for trash removal on a two-day schedule, Tuesdays and Fridays. If your trash sits for longer than two days, contact J&J Refuse at 1-800-465-2350. No trash trucks work on holidays. They collect all refuse generated from normal household operations such as fruit or vegetable waste, cardboard, rags, leather and glass. All trash MUST be bagged, utilizing plastic bags, and securely tied.

The contractor will not pick up metal, appliances, bicycles, tires, sod, rock, lumber, Christmas trees, etc. These latter items are the responsibility of the resident to dispose of. They should not be dumped in the creek or along the golf course fence. Arrangements may be made with the refuse company for a special pickup at a nominal fee.

In order to keep unsightly trash containers out of sight, pickup will be made from these locations:

- a. Clearview models      front porch
- b. Greenwood models    courtyard, next to gate
- c. Fairway models        courtyard, behind partition

### **DO NOT PLACE TRASH CONTAINERS IN FRONT OF COMMON PROPERTY.**

Infrequent cardboard boxes will be picked up if placed at curbside. Large accumulations of moving cardboard cartons will require a special pickup (for a nominal charge). To arrange for the pickup, call 1-800-465-2350. Trash should be put out by 7:00 a.m. but not the night before. Animals get into it. Montgomery County law provides that trash left outside must be stored in covered containers.

Large items not routinely collected by the trash service can be disposed of by contacting the Montgomery County Solid Waste Transfer Station located on Route 355 just south of Shady Grove Road. Hours of operation are: 7:30 a.m. to 8:00 p.m. Monday through Friday; 8:30 a.m. to 5:00 p.m. Saturday; and 9:00 a.m. to 5:00 p.m. Sunday. For more information call 240-777-6400.

To dispose of appliances, you must contact the Montgomery County Solid Waste Transfer Station at 240-777-6410. Thomas Choice Condominium's collection day is Wednesday. You must notify the county in advance (the deadline is the Friday before) for appliance collection on the following Wednesday. All appliances must be put out on the curb. You must not place your appliance out for collection until Tuesday evening or early on the Wednesday you have scheduled the collection. The county will not pick up appliances unless they are notified.

## ● **Cable TV Installation Guidelines**

The following guidelines will be observed for the installation and entry to your townhouse.

1. The requirement for prior architectural approval for running cable wire on the back outside wall of your townhouse has been waived. You will not be required to paint the wire after installation, as it will be painted by the condominium when we next contract to paint all townhouses.
2. Entrance and/or drilling must be within 3 inches of spout, if spout is on the back of your townhouse and properly located.
3. Cable must be concealed and placed as close to the spout as possible.
4. The cable must be securely fastened to the townhouse.
5. Any and all damages that arise out of, or result from, this installation is solely the responsibility of Cable TV Montgomery. All holes must be sealed with RTV sealant.
6. If you decide to have the cable connected to your TV in the living room, the wire will extend along the baseboard. This would apply to all models. The point of entry would be at ground level.
7. If you decide to connect the TV in a back bedroom, the wire will be extended along the downspout or if no spout is on the back of the house, it will be extended up the edge of the unit. The point of entry will be at the upper bedroom level.
8. If you decide to connect the TV in a front bedroom or second floor family room, the wire will be extended beside the spout to the selected level and snaked through the walls, if space is available, or will be snaked through the attic to the TV location.

These guidelines have been discussed with Cable TV Montgomery and the company is in agreement with the installation policy.

### **Master Antenna**

On July 16, 2001, the Thomas Choice Condominium Board of Directors moved to abandon the master Antenna System in the community as permitted under the Condominium's Master Deed. The reason for abandoning the system was that it was no longer economically practical to maintain and repair.

## ● Thomas Choice Condominium Satellite Dish and TV Antenna Guidelines and Agreement

Satellite dishes in excess of one meter are prohibited.

All installations must be done in a professional manner and all cables or wires must be concealed behind house features such as downspouts, corner boards, etc. Any visible portion of the cable wire may be required to be painted the color of the area they cross. Installation must conform to the manufacturer's guidelines and any Montgomery County safety, zoning, and other applicable requirements.

For 18" dishes or TV antenna, if an acceptable quality signal can be received there, the recommended location is in the following order:

1. Rear pitch of the roof with the dish or antenna as close to the roof surface as possible and not visible from the peak of the roof.
2. Inside the rear yard or front yard (enclosed yards only) below the fence line.

As a condition of all approvals for satellite dishes, the following terms apply:

1. The satellite dish/antenna shall be reasonably screened.
2. The unit owner shall remove the satellite dish/antenna at the unit owner's expense at such reasonable times as may be necessary for the condominium to perform maintenance and upkeep in these areas which are the condominium's responsibility.
3. The unit owner indemnifies and holds harmless the condominium from any damage to persons or property resulting from or relating or pertaining to the installation, maintenance or repair or removal of the satellite dish/antenna, including reimbursement for any costs or legal fees incurred by the condominium in connection therewith.
4. The condominium shall not be responsible for any leaks or other damages resulting from the piercing of building walls, roofs, windows, or other portions of the building as well as the interference with the physical or structural integrity of any building or structure.
5. When the satellite dish/antenna is removed, the property shall be restored to its original condition at the unit owner's expense.
6. After the satellite dish/antenna is removed, the Agreement shall remain in full force and effect in the future, including all indemnifications with regard to responsibility for damages or costs which might result from the installation, maintenance or repair or removal of the satellite dish/antenna.

Signature \_\_\_\_\_

Unit Owner's Name \_\_\_\_\_

Unit Address \_\_\_\_\_

Date \_\_\_\_\_

***NOTE: Any damages to the roof or any general or limited common elements that result from faulty installation will be the unit owner's responsibility to restore to the original condition prior to the installation and all costs to restore the area are to be paid in full immediately at the time of repair. Repair is required to be immediate if necessary, but no later than 30 days of notification without written consent of authorized personnel under the direction of the Board of Directors.***

Approved 1/21/03

## ● Exterior Security Lighting Reimbursement Policy

Thomas Choice Condominium will reimburse the owners for the cost of the security light affixed to the exterior wall at the end of some buildings. Accordingly, each resident who furnishes power to a community exterior lamp will be reimbursed annually. The amount will be established by the Board annually and will consider:

1. The wattage of the average exterior lamp bulb.
2. The PEPCO calculation for one year of usage and operation of an average wattage bulb.
3. An “outage factor” to recognize that outages due to vandalism/maintenance reduce the annual energy consumption

The payment date will be November of each year.

The inventory of exterior lamps which are powered through residents’ meters are:

- 19512 Brassie Place
- 19531 Brassie Place
- 19532 Brassie Place
- 19615 Brassie Place
- 19665 Brassie Place



## ● Disclosure Statement Requirement

The Maryland Condominium Act, revised in 1982, required that a disclosure statement containing certain aspects of the condominium as specified in the law be provided the purchaser of a condominium unit by the seller. Under Section 11-135, Resale of Unit, the seller must obtain this information from the condominium Board of Directors not later than fifteen days prior to settlement of the property being resold. After receipt of the information the purchaser has five (5) days to withdraw from the contract.

All of the disclosure information including copies of the condominium documents will be available to any owner selling property upon written request and a processing fee to Montgomery Village Foundation, 10120 Apple Ridge Road, Montgomery Village, MD 20886-2130.

A copy of the applicable section of the law is included for your reference. You will note that such information as assessment fees and any unpaid amounts or liens on the indicated unit will be listed. Any architectural violations or other covenant violations will also be listed. Thought should be given by the seller to this matter in order to prevent problems with the potential buyer's willingness to complete the contract.

The Condominium association must include copies of financial statements, reserve plans and a statement of insurance coverage to indicate the soundness of the Condominium operation. A form is enclosed which the seller should submit to the management office along with his check when requesting the information.

If there are any questions regarding this, please contact the management office at 301-948-0110 X498. We will be glad to help with this procedure.

## ● Resale of Unit

The seller is required by law to furnish the buyer, not later than 15 days prior to closing, certain information concerning the condominium which is described in Section 11-135 of the Maryland Condominium Act. This information must include at least the following:

- (i) A copy of the declaration (other than the plats)
- (ii) A copy of the bylaws
- (iii) A copy of the rules and regulations of the condominium
- (iv) A certificate containing:
  - A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner.
  - A statement of the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner.

**REQUEST FOR CERTIFICATE PURSUANT TO SECTION 11-135,  
REAL PROPERTY ARTICLE, ANNOTATED CODE OF MARYLAND**

The undersigned owner of condominium unit at \_\_\_\_\_ requests, pursuant to S11-135, Real Property Article, Annotated Code of Maryland (effective July 1, 1981), that the Council of Unit Owners furnish them a certificate enabling them to comply with the requirement of S11-135 (A) as set forth therein. In connection with this request, the undersigned represent as follows:

1. They have made no alteration or improvement to the unit or to the limited common elements assigned thereto which violates any provision of the Declaration, Bylaws, or Rules and Regulations.
2. There is no violation of any health or building code with respect to the unit or the limited common elements assigned thereto.
3. The terms of any leasehold estate affecting the condominium unit are as follows:

Unit Owner \_\_\_\_\_ Date \_\_\_\_\_

Phone \_\_\_\_\_



● **Emergency Information**

Purpose: To provide contact with a person having a key to access your property in the event of an emergency while you are away, or if your property is rented.

**Owner**

Name \_\_\_\_\_

Home Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Mortgage Company \_\_\_\_\_

Mortgage Company Address \_\_\_\_\_

**Complete for Rental Information**

Renter \_\_\_\_\_

Address of Rental Property \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Rental Agency (if applicable) \_\_\_\_\_

Name of Agent \_\_\_\_\_

Agency Address \_\_\_\_\_

Office Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

If no rental agency, name of person to contact \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

**Please mail to:**

**Thomas Choice Condominium  
19401 Brassie Place  
Montgomery Village, MD 20886-2130**

*New residents moving in to Thomas Choice Condominium after January 1, 1986 are required to send this form to the address above.*



● **Excerpt of the Declaration of Covenants, Conditions and Restrictions,  
as recorded in Liber 4392, Folio 167**

4. No private trucks, recreation vehicles, campers or trailers and no unlicensed motor vehicles of any type shall be permitted on any portion of the land within the boundaries OF THOMAS CHOICE CONDOMINIUM, unless garaged.
5. No boats of any type shall be permitted on the land within the boundaries OF THOMAS CHOICE CONDOMINIUM, unless garaged.
6. Due to the unsightliness created and possible annoyance to other residents, no extensive work such as dismantling and repairing of motor vehicles, boats, or machinery of any type, shall be permitted on the land within the boundaries of THOMAS CHOICE CONDOMINIUM.
7. No animals, livestock or poultry of any kind shall be kept or maintained on any portion of the land within THE THOMAS CHOICE CONDOMINIUM, except that dogs, cats or other household pets may be kept or maintained within the confines of a unit, provided they are not kept or maintained for a commercial purpose.
8. No drying or airing of any clothing or bedding shall be permitted at any time on any portion of the General Common Elements, or within the Limited Common Elements appurtenant to a Unit within THOMAS CHOICE CONDOMINIUM other than during the hours of 8 A.M. and 5 P.M. on Monday through Friday and 8 A.M. and 2 P.M. on Saturday (except when any such day 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.
9. No noxious or offensive activity shall be conducted within the confines of a Unit or upon the Limited or General Common Elements of THOMAS CHOICE CONDOMINIUM, nor shall anything be permitted to be done thereon or therein which may be or may become an annoyance or nuisance to the residents of Thomas Choice Condominium.
10. Kettler Brothers, Inc., the Board of Directors of the THOMAS CHOICE CONDOMINIUM or any owner of any Unit thereon shall have the right to enforce by proceeding at law or in equity all restrictions, conditions and covenants of the within Declaration. Failure so to do shall in no way be deemed a waiver of the right to do so thereafter.
11. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions hereof, which shall remain in full force and effect.

Filed May 4, 1973