

# STEDWICK HOMES CORPORATION

## POLICY FOR THE PRIVATE USE OF COMMUNITY PROPERTY

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### I. Introduction

In view of the potential problems, liabilities and risks that may arise from the placement of privately owned objects, including plantings, on community property by residents, the Stedwick Homes Corporation has developed this policy to assign responsibility for ownership and maintenance of such objects as well as a procedure for acquiring permission to place objects on community property.

### II. Privately installed plantings on community property

Residents may request permission to modify community property or install plantings of their choosing on community property by filing a Community Property Improvement Request form with community management for review and approval by the Maintenance Committee (a sample is attached). If the CPIR is of extensive scope, the Maintenance Committee may choose to request permission from the full Board of Directors.

- A. The CPIR grants permission for residents to install plantings on community property. These plantings become the property of the Stedwick Homes Corporation.
- B. The CPIR requires homeowners to undertake the full cost of the proposed modifications to community property and to assume full responsibility for potential costs associated with the installation of plantings or modification to the greenspace.
- C. The Maintenance Committee may choose to deny a CPIR for any reason, including aesthetic disagreement or the determination that risk or liability from a modification is too great for the community to assume as the final owners of the modification. Plantings or modifications made to community property without an approved CPIR may be removed from community property by the homes corporation and with the expense for removal and community property restoration to be borne by the homeowner.
- D. When it appears that a homeowner has modified community property without a CPIR, the homeowner will be provided with the CPIR form and requested to fill out the form to document the situation. By making the CPIR form available after a modification has been made, the Board is not obligated to accept or approve the CPIR and the homeowner may yet be required to restore the community property to its original condition.
- E. While every effort will be made to properly care for plantings or modifications by a homeowner on community property, Stedwick Homes Corporation is not responsible for reimbursing the homeowner or otherwise making whole any damage to plantings or modifications on community property that may occur as a result of natural processes or maintenance activities.

### III. The use of community property for parking or storage

- A. At times it is necessary for privately-contracted contractors or workmen to park on community property in order to perform their work on private property. If the operation or parking of vehicles or equipment on community property causes damage to that property, the associated homeowner is completely and fully responsible for the cost of greenspace repair. The Stedwick Homes Corporation may permit a contractor of the homeowner's choosing to perform the community repairs, subject to the requirement that the contractor be appropriately licensed and insured and that the work be performed as soon as possible after the damage is done.
- B. Contractor or commercial vehicles may be parked on community property (including greenspace) during the period in which they are involved in working on a home. Unless work is being performed, they may not remain in the community overnight unless garaged. Contractor or commercial vehicles may not be stored in the community.
- C. Storage pods or containers, such as may be used during renovation of a home, should be stored if at all possible on the private property of the home. If for logistical reasons they must be stored on community property, the homeowner is required to seek specific permission for the location and duration of the

storage. The homeowner must also accept all liability and responsibility for the storage container. A Permission for Use of Community Property for Temporary Storage is attached.

- D. Construction materials stored on community property must be monitored to prevent them from being scattered, from creating a hazard to other residents of the community, or to prevent them from being misused in a dangerous way. Stedwick Homes Corporation reserves the right to remove any items from community property without prior notice in the event they are deemed to present a hazard, whether or not prior permission has been granted.

#### **IV. The use of community property for drainage**

Homeowners should make every effort to discharge their drainage onto their own private property.

- A. If a homeowner must discharge drainage onto community property and in order to prevent erosion or damage to curbs and paths, the pipe should daylight onto greenspace and provide sufficient pervious surface for the drainage to soak into the ground (under normal rainy conditions) before it reaches a sidewalk, curb, or asphalt path.
- B. Homeowners must monitor their downspouts and gutters to ensure that drainage from the front of their homes is directed across and over the concrete sidewalk rather than between the sidewalk and the structure of the home, as this could lead to structural damage to the garage and/or brick wall.
- C. There are locations where homeowners have installed drainpipes to the curb of their homes, across the community-owned street parcel. In these cases, Stedwick Homes Corporation is not responsible for private property damage that may occur if the drainpipe becomes blocked by debris or snow. It is the responsibility of the homeowner to clear the drainpipe of obstructions and to monitor it in the event it becomes re-obstructed (such as in the case of repeated snow plowings). Stedwick Homes Corporation is not required to make any special arrangements for the clearing of privately owned drainpipes.
- D. Under no circumstances will drainpipes from private properties be permitted above ground on community property. Homeowners may request permission to bury drainpipes on community property through the CPIR process. The Maintenance Committee will consider the possible consequences to community property (such as erosion or other damage) that may result from the placement of a drainpipe. If approval is granted for the burial of a private drainpipe on community property, under no circumstances will Stedwick Homes Corporation be responsible for damage to the pipe as a result of maintenance activities.

#### **V. The use of the street parcel**

In some areas of Stedwick, the homes corporation owns a street parcel on which is typically planted a street tree and grass.

- A. Homeowners with street parcels that directly adjoin their front and/or side yards in such a manner that the property appears to be one contiguous piece and that serves as a front or side yard are responsible for the routine care and maintenance of the street parcel greenspace, with the exception of the street tree. The care of the street tree is governed by the Stedwick Homes Corporation Tree Policy. Homeowners are responsible for mowing, weeding, planting or performing other needed or desired maintenance on the street parcel.

**STEDWICK HOMES CORPORATION**

**PERMISSION FOR USE OF COMMUNITY PROPERTY FOR  
TEMPORARY STORAGE**

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

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

As a homeowner in Stedwick, I, \_\_\_\_\_, request permission to store the following item(s) on community property for the period \_\_\_\_\_ to \_\_\_\_\_:

Items (storage pod, construction materials, etc.): \_\_\_\_\_

The items will be stored in the following location: \_\_\_\_\_

- I accept full responsibility and liability for the items stored on community property.
- I will monitor the items and ensure that they are properly maintained and secured so as to present a neat appearance and so as to not be accessible or present a hazard to animals or children.
- I release Stedwick Homes Corporation from any responsibility for protecting the stored items from damage or theft.
- I will be responsible for the cost associated with damage to the stored materials and I will be responsible for the cost of damage to persons or property because the materials are stored on community property.
- I will be responsible for the cost of associated with damage to persons or property should my stored items be misused by others in a way that leads to damage.
- I commit to restoring community property within a period of 2 weeks following the removal of the stored items, should the property have been damaged by the stored materials.
- I understand that should my stored objects be considered a hazard, they may be removed by the homes corporation at my expense and without prior notice.

Return to: Stedwick Homes Corporation, Community Manager  
c/o Montgomery Village Foundation  
10120 Apple Ridge Road, Montgomery Village, MD 20886

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

Applicant

Approved

Not Approved

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

Maintenance Chairperson/Board Member/Community Manager