

Georgetown Village  
Condominium 

Rules  
and  
Regulations

A Community Handbook

**A GUIDE TO  
GEORGETOWN VILLAGE CONDOMINIUM**

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## INTRODUCTION

This Guide has been developed to provide owners and residents with a convenient reference for daily life at Georgetown Village Condominium (GVC). The purpose of this Guide is to inform unit owners, tenants, and other residents of the history of , its management, owner responsibilities, governing laws and documents (Declaration and Bylaws), and rules and regulations. This Guide should be used in conjunction with all governing laws and documents. All owners and residents shall be bound by the governing laws and documents, and rules and regulations set forth herein.

This Guide is subject to revisions to rules and regulations, policies, and procedures in accordance with the governing laws and documents, and will be updated and/or amended to reflect changes impacting GVC. Accordingly, this Guide has been prepared in a looseleaf format to facilitate changes, additions, etc., and supplemental inserts, disseminated for incorporation in the Guide.

## **GEORGETOWN VILLAGE CONDOMINIUM**

In 1974, Old Georgetown Associates Limited Partnership, an affiliate of Richmarr Development Company, acquired a parcel of land from Alvin Lothrop Luttrell and Elizabeth Wall Luttrell. In 1979, "Old Georgetown Village" was built, comprising nearly 200 town homes, 180 mid-rise condominiums, and 304 rental apartments.

In March 1985, the 304-unit rental property was conveyed to Georgetown Village Associates, Inc., who converted the property to a condominium, and renamed it "Georgetown Village Condominium". At the time of its conversion in 1985, approximately seven homes were sold to then-current residents, some of whom still reside in our community. The vast majority (266) of the homes were sold to the syndicated Capital Housing Associates III Limited Partnerships which, with Georgetown Village Associates, continued to rent the condominium units.

In 1989, Georgetown Village Associates and the limited partnerships began a program to sell their units, primarily to individual homeowner residents. By mid-1992, more than one-half of the homes at GVC had been resold. On February 1, 1993, control of the Board of Directors was turned over to the individual homeowner residents, and in September 1993, the size of the Board was increased to five members.

Georgetown Village Condominium is spread over 22 acres, with 19 buildings, each with 16 homes, and is graced with nearly 500 trees. We have our own Community Center, swimming pool, athletic courts, basketball court, and tot lot.

The Board of Directors (Board), officers, and management at GVC are committed to maintaining a high standard of professionalism and integrity, to ensure that the valuable investment that all of us have made in our community is well-preserved, and that the rights of our homeowners remain paramount.

## **MANAGEMENT OF GEORGETOWN VILLAGE CONDOMINIUM**

The Council of Unit Owners (homeowners) elects the Board of Directors at staggered terms, with each Board member serving a two-year term. The Board elects the Association officers for one-year terms. Committees, Task Forces, and Committee and Task Force Chairpersons serve at the discretion of the Board.

The day-to-day management of GVC is assigned to a General Manager, an employee of the Association. The Condominium also employs an Assistant General Manager, two maintenance technicians, and a building services technician. The General Manager oversees and supervises the on-site staff. The address, telephone and fax numbers, and e-mail address of our Management Office are:

11400 Commonwealth Drive  
North Bethesda, Maryland 20852-2867  
301/770-5264 (phone)  
301/881-6508 (fax)  
GVC-Office@georgetownvillage.org (e-mail)



## GOVERNING LAWS AND DOCUMENTS

Condominiums in the State of Maryland are governed under a hierarchy, starting with the Maryland Condominium Act. Title 11 of the Real Estate Article, § 11-101, *et seq.* of the Maryland Condominium Act provides the statutory instruction and bases for creating and operating a condominium.

At the next level are local laws enacted by the Montgomery County Council, which appear in the Montgomery County Code. These laws, which are complementary to the Maryland Condominium Act, provide further instruction for the operation of condominiums within Montgomery County. In addition, many condominium owner and resident activities also are governed by the general civil laws of Montgomery County.

Georgetown Village Condominium was created on March 20, 1985, with the recordation of a formal “Declaration” in the Montgomery County land records. The Declaration provides the structural legal framework for GVC, and defines, generally, the legal name of the Association; identifies the land boundaries of the Condominium; distinguishes common elements, limited common elements, and individual units; and the legal requirements for amending the Declaration.

The GVC Bylaws govern the overall administration of the Condominium, in the same way that a state or other governing body enacts laws to govern the overall administration of that jurisdiction. The Bylaws, in turn, delegate to the Board of Directors a broad array of duties and responsibilities, including the passage of additional administrative policies, guidelines, and rules, within the guidelines established by the Bylaws, relating to the day-to-day operations of the Condominium. The rationale for enacting additional rules and regulations is to ensure that all residents are treated equally, fairly, and are able to enjoy their home and community.

This Guide sets forth a comprehensive set of rules and regulations for GVC. The first comprehensive set of rules was adopted in 1995. Pursuant to Section 11-111 of the Maryland Condominium Act, and Article V, Section 15 of the GVC Bylaws, a draft of these proposed rules and regulations was mailed to all owners of record on February 17, 1995, inviting written comments by owners, and providing notice of a town meeting on March 20, 1995, to elicit further owner comment. The town meeting was held on March 20, 1995, and as indicated in the original notice, the rules and regulations were formally adopted by the Board of Directors at its regular scheduled meeting on March 28, 1995, which was open to attendance by the owners, and became effective on April 1, 1995.

A complete review, proposing revisions and amendments, took place from 1997 to 1999. The full set of revised rules was proposed by the Board in August 1999. After an opportunity for written comment by homeowners, and the opportunity for homeowners to provide oral comments at a Board meeting on October 12, 1999, the Board adopted the revised rules on November 9, 1999, to become effective December 1, 1999.

Subsequent to the adoption of revised rules in 1999, the rules have been further amended from time to time as deemed necessary by the Board to respond to changes in the law or other considerations.

## RULES AND REGULATIONS

All owners and residents shall be bound by the rules and regulations set forth herein.

### I. Definitions

The following definitions shall apply throughout these rules.

1. **Act:** The Maryland Condominium Act, Title 11 of the Annotated Code of Maryland, Sections 11-101, *et seq.* (<https://msa.maryland.gov/megafile/msa/speccol/sc5300/sc5339/000113/018000/018115/unrestricted/20132134e.pdf>)
2. **Assessment:** The annual charge levied against each unit, and collected monthly by the Association, for the payment of the common expenses of the Association, which constitutes both a continuing personal obligation of the unit owner, as well as a lien against the unit against which it is levied.
3. **Association or Council of Unit Owners:** All of the unit owners of Georgetown Village Condominium, acting as a group in accordance with the Bylaws and/or pursuant to the Act and/or any other statutory authority.
4. **Board or Board of Directors:** The persons to whom some or all of the powers of the Council of Unit Owners have been delegated under the Act, or under the Bylaws.
5. **Bylaws:** The official document governing the administration of the Association.
6. **Common Elements:** All portions of the Condominium other than individual units.
7. **Community Association Manager or CAM:** That person retained by the managing agent to oversee the operations of the Association.
8. **Condominium:** Property subject to the condominium regime established under the Act. Georgetown Village Condominium is comprised, generally, of the nineteen buildings, Community Center, swimming pool, basketball and tennis courts, and the land, in its entirety as defined in the Declaration, having a business address of 11400 Commonwealth Drive, North Bethesda, Maryland 20852-2867.

9. **Condominium Fee:** The monthly payment due to the Association from the unit owner, which includes that portion of the Assessment that is attributable to the month for which the payment is due, as well as any other charges, or fees, or assessments that may be due and owing.
10. **Emergency:** An emergency is defined as a lock-out, or any situation that affects or could affect the health, safety, or property of a resident, or threatens or could threaten the common area of the Condominium.
11. **Declaration:** The official document which, generally, identifies the name by which Georgetown Village Condominium is known, including a description of the Condominium; a statement of the owner's intent to subject the property to a condominium regime, as contemplated by the Act; a general description of each unit, delineating which portions are considered common elements and/or limited common elements; a description of the common elements.
12. **General Manager:** The person employed by the Board of Directors to carry out the daily on-site operations of the Association.
13. **GVC:** Georgetown Village Condominium.
14. **Limited Common Elements:** Those common elements identified in the Declaration or on the Condominium plat as reserved for the exclusive use of one or more, but less than all, of the unit owners. At Georgetown Village Condominium, the limited common elements include the balconies and the ground level patios of individual units to which these limited common elements are attached.
15. **Managing Agent:** The firm retained by the Board of Directors to provide management services to the Association.
16. **Management Office:** The business office of the Association, located at 11400 Commonwealth Drive, North Bethesda, Maryland 20852-2867.
17. **Renter:** Individual(s) occupying a given Condominium unit pursuant to a valid lease.
18. **Resident:** Any person or persons residing on record at the Condominium, including owners, tenants, lessees, and family members, or others who reside with them.

19. **Service Animals:** Any animal individually trained to do work or perform tasks for the benefit of an individual with a disability , *e.g.*, seeing eye dog.
20. **Special Assessment:** An assessment levied in accordance with the proportionate share of common expenses and common profits appurtenant to a unit and paid by the unit owner, which assessment is usually levied in order to offset a common expense paid by the Association in connection with the maintenance, repair, or replacement of a capital improvement, or acquisition, alteration, or improvement of capital or other Association assets.
21. **Unit:** A three-dimensional space identified as such in the Declaration, and on the condominium plat, and shall include all improvements contained within the space. Residential units are described in Article I, Section (f) of the Georgetown Village Condominium Declaration.
22. **Unit Owner or Owner:** The person, or combination of persons, who hold legal title to a unit. A mortgagee or a trustee designated under a deed of trust, as such, may not be deemed a unit owner.
23. **Vehicle or Vehicles:** All motorized vehicles intended for operation on public roadways, including but not limited to, automobiles, mini-vans, sub-compact pick-up trucks, four-wheel drive utility vehicles, non-commercial specialty vehicles no more than 200 inches in length, and motorcycles.

**II. Administrative Policies and Guidelines**

A. Meetings of the Board

1. Regular business meetings of the Board are held monthly in the Georgetown Village Community Center, located at 11400 Commonwealth Drive, North Bethesda, Maryland. Notice of any meetings, or the postponement, rescheduling or cancellation of any meeting, will be posted in each building, and on the bulletin board outside the Management Office.

2. Notice of (non-executive session) special meetings of the Board will be posted in each building, and on the bulletin board outside the Management Office.

3. Regular business, and (non-executive session) special meetings of the Board are open to attendance by all unit owners and residents.

4. Regular business meetings of the Board shall include a designated period (the homeowners' open forum) at the beginning of the meeting at which time unit owners and residents may address comments and inquiries to the Board for the Board's consideration. This period shall be scheduled for no less than thirty (30) minutes, although it may be terminated earlier at a meeting if all unit owners and residents desiring to speak have been afforded that opportunity. At the conclusion of the period of time designated on the agenda for the homeowners' open forum, or such longer period of time as the presiding officer chooses to allow, the presiding officer shall have the discretion to move to the next order of business. Special meetings of the Board shall also contain a homeowners' open forum for such period of time as the Board deems appropriate, but comments at the homeowners' open forum at any special meeting shall be limited to the subject matter of the meeting. Comments, inquiries, or other input from unit owners and residents on the subject matter under Board discussion during other parts of any Board meeting may be allowed at the discretion of the presiding officer, but unit owners and residents may raise issues not otherwise under Board discussion only during the homeowners' open forum.

B. Meetings of the Council of Unit Owners

1. The Annual Meeting of the Council of Unit Owners will be held within the first two weeks of May. Prior written notice of the Annual Meeting will be mailed to all unit owners.

2. Special Meetings of the Council of Unit Owners may be called from time to time. Notice of such meetings will be distributed to all owners in accordance with the Act and the Bylaws.

***ADMINISTRATIVE POLICIES AND GUIDELINES***

(CONT.)

C. Council of Unit Owners of Georgetown Village Condominium Procedure for Collection of Annual Assessments

WHEREAS, Article V, Section 6 of the Bylaws of the Council of Unit Owners of Georgetown Village Condominium (“Association”) obligates each Unit Owner to pay certain common charges (“Annual Assessments”) imposed by the Board of Directors;

WHEREAS, Article V, Section 1 of the Bylaws establishes the basis for the Annual Assessments and Article V, Sections 6, 7 and 8 of the Bylaws establish certain remedies for non-payment of Annual Assessments, including acceleration, the imposition of interest, late charges, and costs of collection, including reasonable attorneys’ fees;

WHEREAS, the Board of Directors desires to implement a standard procedure for the collection of Assessments and other allowable charges in accordance with the Bylaws, as the same have been interpreted from time to time;

WHEREAS, there is a need to establish and clarify the due date(s) for payment of the Annual Assessments;

WHEREAS, there is a need to establish orderly procedures for the billing of Assessments as well as collection of delinquent Annual Assessments;

NOW, THEREFORE, BE IT RESOLVED that any previously adopted collection policy is hereby rescinded, and the Board of Directors hereby resolves to promulgate the following procedures and guidelines for the collection of delinquent Annual Assessments in accordance with the governing documents:

**I. DUE DATE/INSTALLMENTS**

All Annual Assessments levied by the Board of Directors shall be payable in twelve (12) monthly installments (“Installments”), which are due in advance, on the first (1<sup>st</sup>) day of each month (“Due Date”). The Board will determine the Due Date and payment schedule for any Special Assessment so assessed. All fines will be collectible in the same manner as Annual Assessments and will due on the date imposed or on a schedule to be determined by the Board of Directors.

**II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS**

**A. Late Charge and Interest**

If any Installment due from the Unit Owner is not received by the Association by the fifteenth (15<sup>th</sup>) day of the month the Installment is due, the Unit Owner's account shall be deemed late and a late charge of one tenth (1/10) of the delinquent Installment, and interest in the amount of eighteen percent (18%) per annum, accruing from the Due Date, will be imposed and shall be added to the Unit Owner's account and thereafter be a part of the continuing lien for Annual Assessments and shall be the personal obligation of the Unit Owner until all sums due shall have been paid in full. Once per fiscal year, upon the request of the owner, the late fee shall be deemed waived, provided payment in full is received by the end of that month.

**B. Delinquency Notification**

After the account is fifteen (15) days past due, a "Late Notice" requesting payment of past due Annual Assessments, late charges, interest, costs of collection and other allowable charges may be sent by first class mail to any Unit Owner whose account is delinquent.

**C. 30-Day Notice of Delinquency**

After the account is thirty (30) days past due, an additional delinquency notice demanding past due Annual Assessments, late charges, interest, costs of collection and other allowable charges may be sent by first class or certified mail to any Unit Owner whose account is delinquent. The cost of any certified mail charge shall be assessed against the Unit Owner.

**D. Acceleration**

In the event that any Installment is late, the Unit Owner loses the privilege of payment of the balance of the Annual Assessments in installments and the remaining Installments may be accelerated and declared due and payable, pursuant to Article V, Section 7 of the Bylaws.

**E. Referral to Attorney For Further Collection**

If the Unit Owner's account is over forty-five (45) days past due, or when otherwise determined appropriate by the Board of Directors, the delinquent account may be referred to the Association's attorney to proceed with further legal action, which may include the filing of a lien against the Unit and/or the filing of a civil suit against the Unit Owner.



## ***ADMINISTRATIVE POLICIES AND GUIDELINES***

(CONT.)

### F. Demand Letter

Once the account is turned over to the Association's attorney, the attorney may forward the Unit Owner an initial demand letter, informing the Unit Owner of the outstanding amount owed and the possible consequences of continued non-payment. The Association's attorney, as it determines appropriate, may forego sending the demand letter and proceed directly with the preparation of a Notice of Intent to Create a Lien and/or filing of a civil suit. The cost incurred in the preparation and mailing of this letter is deemed to be a cost of collection.

### G. Notice of Intent to Create Lien

The Association's attorney may forward a Notice of Acceleration/Intention to Create a Lien ("NOI") to the delinquent Unit Owner in accordance with the provisions and procedures set forth in the Maryland Contract Lien Act (<https://law.justia.com/codes/maryland/real-property/title-14/subtitle-2/>) and any additional costs incurred shall become the responsibility of the Unit Owner.

### H. Filing of Lien

(1) If payment in full as stated in the NOI, including interest, collection costs and other allowable charges incurred is not received by the Association, its Management Agent or the Association's attorney within thirty (30) days after the NOI is served upon the delinquent Unit Owner, then a Statement of Condominium Lien may be filed in the Land Records of Montgomery County against the Unit, in accordance with the Maryland Contract Lien Act.

(2) Fees. The Lien shall be filed for and include the amount of unpaid accelerated Annual Assessments, together with late charges, interest at the rate of eighteen percent (18%), actual costs of collection, including the costs of preparing a Demand Notice, the costs of preparing and serving the NOI and the preparation for the Lien and attorneys' fees, and any charges and/or fines assessed against the Unit Owner. The Unit Owner is also responsible for all fees incurred in the filing and releasing of a recorded lien, including, but not limited to, filing fees and recordation taxes. No lien will be released until the full amount owed on the account is paid, including outstanding attorneys' fees, interest, and other charges.

***ADMINISTRATIVE POLICIES AND GUIDELINES***

(CONT.)

I. Collection Suit

(1) Filing of Civil Suit. Legal counsel for the Association may file a civil suit in the appropriate court of Montgomery County against the delinquent Unit Owner on the basis of the Unit Owner's personal contractual obligation to pay Annual Assessments, late fees, interest and other costs. The suit will seek a judgment for all fees included in the lien plus additional charges that may become due after the filing of the lien.

(2) Unit Owner Responsibility for all Costs of Collections. All costs of collections, including, the costs of the preparation of any notices prepared by the attorney, all filing fees, private process server costs and reasonable attorneys' fees, will be added to the delinquent Unit Owner's account.

(3) Execution Upon Judgment. Upon entry of judgment against the Unit Owner, the Association may commence execution upon the judgment, including, but not limited to, garnishment of wages, garnishment of bank account(s), certificates of deposit, and attachment of the Unit Owners' personal property. If the Unit is a rental property, the Association may garnish the rents from the tenant to pay the judgment owed to the Association.

J. Foreclosure

(1) The Association may additionally, pursuant to Article V, Section 6 of the Bylaws, authorize its attorney to commence proceedings to enforce and foreclose upon the lien placed against Unit owned by the delinquent Unit Owner in accordance with the provisions of the Maryland Contract Lien Act.

(2) The Unit Owner shall be responsible for all costs and fees incurred in the foreclosure proceedings.

(3) Under the authority provided by the Maryland Contract Lien Act and the governing documents of the Association, the delinquent Unit Owner may have their Unit sold at foreclosure and may the Unit Owner be evicted from the condominium.

K. Returned Checks

(1) If the Association receives from any Unit Owner, in any accounting year, two (2) or more returned checks for payment of Assessments, the Board of Directors may require all future

## ***ADMINISTRATIVE POLICIES AND GUIDELINES***

(CONT.)

payments to be made by certified check, cashier's check or money order for the remainder of the fiscal year.

(2) **Bad Check Fee.** The Unit Owner shall be levied and obligated for a charge for any check or any payment from any payment method authorized by the Board of Directors that is returned by the bank for "insufficient funds," which fee shall be posted to the Unit Owner's account. The fee shall be in the amount of thirty-five dollars (\$35.00), or such higher amount as is charged to the Association by its management company for bad check charges.

(3) **Criminal Prosecution.** Additionally, the Association reserves the right to criminally prosecute any Unit Owner for the passing of "bad checks" under the Maryland Bad Check Statute.

### **L. Financial Hardship**

(1) The Board of Directors may, in its sole discretion, but is in no way obligated to, grant a waiver of any provision herein upon written request by a Unit Owner alleging a personal or financial hardship.

(2) Such relief granted shall be appropriately documented in the records of the Association. Such documentation shall include, without limitation, the basis for taking such action.

### **M. Communications**

Once the delinquent account is turned over to the Association's attorney for collection, all communication from the delinquent Unit Owner regarding his or her account shall be directed by the Board of Directors and the Management Agent to the Association's attorney.

## **III. REVOCATION OF PRIVILEGES**

### **A. Suspension of Right the Vote**

No Unit Owners shall be entitled to vote at a meeting of the Association if the Association has recorded a statement of condominium lien against the Unit Owner's Unit and the amount necessary to release the lien has not been paid at the time of the meeting, pursuant to Article II, Section 11 of the Bylaws.

### **B. Removal of Sitting Board Member**

The term of office of any Director who becomes more than forty-five (45) days delinquent in the payment of any common charges, including fines, charged against the Unit of which he or she is the owner shall automatically terminate on the forty-sixty (46<sup>th</sup>) day, pursuant to Article III, Section 5 of the Bylaws.

**ADMINISTRATIVE POLICIES AND GUIDELINES**

(CONT.)

C. Suspension of Use of Community Facilities and Services

A Unit Owner's right to utilize the community facilities is contingent upon being current in the payment of assessments and other charges due to the Association. The Board of Directors may suspend the right of any Unit Owner who becomes delinquent in the payment of any assessment or charges due to the Association to utilize the community facilities, including without limitation the Community Center, swimming pool, tennis courts, and preferred parking areas. Such suspensions, if imposed, will be effective against any tenant or resident of the delinquent Unit Owner's Unit.

**IV. PRIORITY OF PAYMENTS**

Payments received from a Unit Owner will be credited to the Unit Owner's account according to the following order of priority:

1. Attorneys' fees and other legal and collection costs
2. Late Fees
3. Interest
4. Special Assessment, if any
5. Annual Assessment
6. Other Assessments
7. Fines and unpaid charges

**V. MISCELLANEOUS**

A. Payment Methods

For the Unit Owner's convenience, the Board of Directors may authorize payment of Annual Assessments through direct debit, credit card, or via electronic transfer from the Unit Owner's bank account.

B. Coupon Book

The Association may provide each Unit Owner a coupon book or monthly bill indicating the amount of Annual Assessment due. Non-receipt by a Unit Owner of a bill or coupon book for payment shall in no way relieve a Unit Owner of the obligation to pay the Annual Assessment amount due by the Due Date.

***ADMINISTRATIVE POLICIES AND GUIDELINES***

(CONT.)

C. Notice to Unit Owner(s)

(1) All documents, correspondence and notices relating to assessments and related matters shall be mailed to the Unit Owner at the address that appears on the books and records of the Association. A roster of the current name and address of each member shall be kept by the Association.

(2) Alternate address. If the Unit Owner no longer resides at the property address and would like all documents, correspondence and notices relating to Assessments to be mailed to an alternate address, such request shall be made in writing to the management agent of the Association or the Board of Directors at least thirty (30) days prior to the desired change of mailing. The Unit Owner shall bear the cost of re-printing coupon booklets to reflect the change to an alternate mailing address, if any.

(3) If the Unit Owner provides no forwarding or alternate address, the Association presumes and will continue to send all documents, correspondence and notices concerning assessments and related materials to the Unit Owner's property address. The Association assumes no responsibility for locating a Unit Owner's alternative address.

D. Capitalized Terms

Certain capitalized terms used herein, unless otherwise defined herein, shall have the meanings specified for such terms in the Bylaws.

E. Conflict

In the event that any provision of this policy shall be inconsistent with the Association's Declaration or Bylaws, then the Declaration, then the Bylaws shall prevail.

F. Effective Date

This resolution shall be effective February 1, 2010, and shall apply to collection of assessments on or after such date.

D. Administrative Resolutions

The Board may, as it determines appropriate and to the extent not inconsistent with the Act or the Bylaws, adopt Administrative Resolutions to supplement these Rules. Owners and other residents shall comply fully with these Administrative Resolutions, and failure to do so may result in an action being brought against the owner pursuant to Section IX of these Rules.

E. Inquiries Directed to Community Association Manager, General Manager and/or the Board

Unit owner, or other residential inquiries, directed to the CAM, General Manager or the Board should be presented in writing, mailed or delivered to the Management Office.

F. Miscellaneous

In order that residents may be notified in the event of emergencies, and other Association business, the Management Office shall retain a roster, including (as available) the address and telephone number of each resident's place of employment, or other location where he or she may be regularly contacted while absent from the premises. Residents are encouraged to provide the above information to the Management Office, with the names, addresses, and telephone numbers of relatives or other persons who may be notified in case of an emergency. Also, should residents desire to have others occupy their units during their absences, the names and contact telephone numbers of these individuals must be registered in advance with the Management Office, and the period of occupancy specified.

### **III. Common Elements**

Unit owners are strongly encouraged to read and familiarize themselves with their Association documents, including the Declaration and Bylaws. These documents identify, for example, "common elements" of the Association, that is, Association property owned in common by all owners. The individual share of common element ownership is characterized as an "undivided percentage interest". It is this ownership of undivided percentage interest in the common elements which distinguishes condominium ownership from other forms of common ownership properties such as homeowner associations and co-ops. The unit owners' undivided percentage interest in the common elements, referred to as a "percentage interest", confers upon the unit owner membership in the Council of Unit Owners. Unit owners are obligated to pay a share of the expenses of operating and maintaining the common elements in relation to the percentage interest pertaining to their unit.

Specific common elements include, but are not limited to, the Community Center, swimming pool, tennis court, lawns, sidewalks, and building hallways, etc. The Association, through its Board, is responsible for the upkeep, repair, and maintenance of these areas. Problems pertaining to the common elements should be reported promptly to our Management Office. The following rules apply to activities on or impacting the common elements. Fines or charges may be assessed against owners responsible for damage to common elements or incurring extra charges, or violations of Bylaws and Rules, by themselves and/or by residents of their units.

A. Stairwells and Corridors

## ***COMMON ELEMENTS***

(CONT.)

1. No bicycles, motorcycles, tricycles, baby carriages, strollers, or similar objects shall be allowed to stand in the public halls, passageways, or other public areas of the buildings.
2. Corridor doors (fire doors) shall be kept closed at all times except when in actual use for entering and exiting public corridors or, as necessary, during moving or deliveries.
3. All personal property placed in any portion of the buildings shall be at the sole risk of the resident. Such property will be deemed abandoned and be subject to removal by the Management Office. Except where the property presents an immediate health or safety concern, 24 hours notice of intended removal will be given to the owner of the property, if known. To the extent practicable, removed property will be held for at least 30 days before disposal and may be reclaimed by the owner during that time.
4. Residents may choose to place their names on their unit door and mailbox in the place designated for same at their sole risk. However, for security reasons, this is not recommended. Residents may not display anything else on the outside of their unit doors with the exception of stickers relating to alarm systems, operation ID decals, stickers identifying the presence of animals for emergency purposes, and similar security-related stickers. Except to the extent excepted in the previous sentence, this prohibition includes, but is not limited to, magnets, stickers, bumper stickers, and drawings or other artwork. In addition, the Board may establish by Administrative Resolution a policy allowing the display of holiday and seasonal decorations for limited periods of time. The prohibitions in this section shall not be construed to prohibit the display of any artifacts that are required to be displayed by religious law. Security cameras may be placed on unit doors, patios, and balconies as authorized by the Board and in accordance with any guidelines adopted by the Board for their placement or use.
5. Persons shall not be permitted to loiter or play in any common area inside the buildings.
6. No mats or other floor coverings are allowed to be placed by residents in front of the hallway doors of units, or in any other part of the common areas inside the buildings.
7. In consideration of neighbors, and due to documented health risks caused by second-hand smoke, smoking of any lighted product in the common areas inside buildings (*e.g.*, hallways, stairs, storage and/or trash rooms) is strictly prohibited.
8. Residents are requested to limit, to the extent possible, noxious fumes, gases, or other materials, such as cooking smells, tobacco smoke, and other substances that would irritate, cause undue disturbance, cause illness to persons, or to impact the other units or common areas inside or outside of buildings. If a rubber door guard is not in place on the inside of the hallway door, one may be installed by the Association, at no cost to the unit owner. (Authorization for such installation must be in writing from the actual unit owner(s).)

## ***COMMON ELEMENTS***

(CONT.)

### **B. Storage Rooms**

1. Residents may use only the storage bin bearing the number of their unit.
2. No resident shall alter his or her storage bin, or permit anything to be done in a storage room that would interfere with the rights, comfort, convenience, or safety of others.
3. Nothing shall be stored outside of the storage bins in the storage room.
4. Storage of any materials shall be in strict compliance with applicable fire and any other applicable safety codes or other laws.
5. No hazardous materials shall be stored in the storage bins. Hazardous materials contain corrosive, toxic, ignitable, or reactive ingredients. Common examples include fluorescent light bulbs and tubes; mercury-containing thermometers and thermostats; oil-based paints; lithium, lithium-ion, and nickel-cadmium (rechargeable) batteries; cleaners and solvents, motor oil, lead-acid and rechargeable batteries, and pesticides. These materials contain potentially hazardous ingredients and require special care when disposed of to prevent polluting the environment and posing a threat to human health. For disposal of hazardous materials, contact the Management Office for removal.

### **C. Residential Building Trash Rooms**

1. GVC conducts a recycling program in compliance with Montgomery County Executive Regulation 15-04AM. Recycling is required for, among other items, mixed paper, glass bottles and jars, cans and foil, and plastic bottles. All such materials must be disposed of in the designated recycling containers in the trash rooms. A fuller description of the County's recycling program can be found in the Recycling section of the the Montgomery County Department of Solid Waste Services web site

(<https://www.montgomerycountymd.gov/DEP/trash-recycling/recycle-multifamily/index.html> ).

2. Commingled materials include glass bottles and jars, cans and foil, plastic bottles, containers and lids, deli containers and trays, and non-hazardous aerosol cans, etc. All such materials must be disposed of in the designated recycling containers in the Trash Rooms. A fuller description of the County's recycling program can be found in the Recycling section of the the Montgomery County Department of Solid Waste Services web site.

([https://www2.montgomerycountymd.gov/DepHowDoI/material.aspx?tag=scrap-metal&material\\_key=69#:~:text=Curbside%20scrap%20metal%20items%20may,240%2D777%2D0311](https://www2.montgomerycountymd.gov/DepHowDoI/material.aspx?tag=scrap-metal&material_key=69#:~:text=Curbside%20scrap%20metal%20items%20may,240%2D777%2D0311) ).

3. Mixed paper shall be disposed of in the designated recycling containers in the Trash Rooms. Mixed paper includes cardboard, coated paper boxes; hardback, paperback, and telephone books; white and colored paper and construction paper; unwanted mail and envelopes; and newspapers,



## ***COMMON ELEMENTS***

(CONT.)

magazines and catalogs. Corrugated cardboard and paperboard boxes must be flattened before placing them in the designated recycling container. All boxes and containers must be clean and dry, including pizza boxes.

4. Christmas trees shall not be placed in the Trash Rooms. For disposal of Christmas trees, contact the Management Office for removal. All lights, garland and ornaments should be removed prior to recycling/removal.

5. Scrap metal and/or electronics shall not be placed in the Trash Rooms due to space limitations. Residents can drop off scrap metal and/or electronics for recycling at the shed adjacent to the GVC Maintenance Office, or may call the Management Office to make arrangements for disposal of such items. For large items, residents may incur a fee for removal and proper recycling of these items. "Scrap metal" is defined as any item that is predominantly metal. Montgomery County Executive Regulation 1-15 requires scrap metal to be recycled. Scrap metal consists of a broad range of items which includes appliances, tools and toys, pots and pans, bicycles, iron and aluminum lawn furniture, metal cabinets, wire clothes hangers.

6. Batteries can cause fires in collection containers when not properly disposed of. To reduce the risk of fires, batteries shall be placed in the container labeled "Batteries Only". Batteries shall not be placed in the trash. The ends of batteries shall be taped before placing them in the battery recycling containers.

7. Clean plastic grocery bags, film or shrink wrap should be placed in the containers labeled Plastic Bags. They should not be placed in commingled recycling containers.

8. Hazardous materials shall not be disposed of in the Trash Room. Hazardous materials contain corrosive, toxic, ignitable, or reactive ingredients. Common examples include fluorescent light bulbs and tubes; mercury-containing thermometers and thermostats; oil-based paints; lithium, lithium-ion, and nickel-cadmium (rechargeable) batteries; cleaners and solvents, motor oil, lead-acid and rechargeable batteries, and pesticides. These materials contain potentially hazardous ingredients and require special care when disposed of to prevent polluting the environment and posing a threat to human health. For disposal of hazardous materials, contact the Management Office for removal.

9. When purchasing and having delivered new larger appliances, in many instances it is possible to make arrangements for the seller to take the old appliance away. Residents are strongly encouraged to make such arrangements whenever possible to avoid the Association having to absorb that cost of disposal, which ultimately gets passed on to all owners in their assessments.

10. All other garbage and trash must be disposed of in tied or sealed plastic bags, and placed in the designated container in the Trash Room. Under no circumstances shall trash be left in the hallways.

## ***COMMON ELEMENTS***

(CONT.)

11. Residents shall not place in the Trash Room large objects such as furniture that do not fit into designated trash containers, or materials that require special handling for disposal. Residents must make their own arrangements for disposal of such materials. If the Association is required to dispose of such items, the costs of such disposal shall be assessed against the resident disposing of the item, in addition to whatever sanction might also apply. Residents may contact the Management Office for information on making private arrangements to dispose of special items.

### **D. Bicycle Storage**

1. Any bicycle parked or stored on Georgetown Village Condominium property must be registered with the Management Office and display a GVC registration sticker. The Board may adopt a Bicycle Policy that details the requirements for using and storing a bicycle on GVC property and the procedures for disposal of bicycles not displaying a valid GVC registration sticker. For purposes of the requirements of this section, the term "bicycle" shall include scooters and similar vehicles.

2. Residents permitted to store bicycles in trash rooms must do so in accordance with the Association's assignment system. Information about the Association's assignment system is available at the Management Office.

3. Bicycles may only be stored in trash rooms equipped with bicycle storage racks, and as assigned to such racks by the Board, through the Management.

4. All other bicycles found in the trash rooms will be removed. Residents not storing their bicycles as assigned will be advised that their bicycle will be removed without further notice, if not voluntarily removed within five (5) days of said notice. This notice will be given by affixing same to the subject bicycle.

5. Bicycles shall not be stored under or in stairwells, or on balconies or patios.

6. Owners storing their bicycles in trash rooms do so at their own risk. The Association makes no warranties regarding the security of bicycles stored in trash rooms.

### **E. Noise**

1. The playing of radios, stereos, musical instruments, or other amplified noise in the common areas or on a patio or balcony, other than with the use of headphones, is strictly prohibited.

2. All vehicles shall be equipped and operated in a manner not to disturb residents. Vehicle alarm systems shall be properly maintained to prevent them from sounding repeatedly.

***COMMON ELEMENTS***

(CONT.)

F. Balconies, Patios, Doors, and Windows

1. No rugs shall be beaten on common areas, nor dust, rubbish, or litter swept from the unit, or any patio or balcony, onto any of the common or limited common areas. Residents must deposit all rubbish or litter in the designated areas and receptacles provided in the trash rooms for such purpose. No cigarette or cigar butts or ashes of any kind, food, trash, or any other materials, shall be dropped from any balcony or patio.

2. Only outdoor furniture and planters may be used on patios and balconies. Outdoor furniture means furniture that is designed for and used on a patio or balcony, such as tables, chairs, and lamps. It does not include items that are merely being stored on a patio or balcony, such as bicycles, bookcase, storage cabinets, and toys. As provided in Article V, Section 14(o) of the Bylaws, nothing shall otherwise be stored or placed upon any balcony or patio except with the written consent of the Board.

3. Wind chimes used on a patio or balcony shall not unreasonably disturb the peace and quiet of other residents.

4. Barbecuing, grilling, and/or any other form of cooking is strictly prohibited by the Association, as well as under the laws of Montgomery County, Maryland.

5. Plantings, and placement of potted plants, and the like beyond patio areas are prohibited, except in accordance with a policy approved by the Board.

6. Feeding of birds and wild animals is prohibited.

7. Laundry, rugs, towels, clothing, and/or bathing suits shall not be hung on balconies or patios.

8. No awnings, roll-up shades, window guards, or any device of such nature, shall be used outside a unit except as shall be installed, or approved by, the Board. No netting may be used on the railings of any balcony except of a type approved, in writing, by the Board.

9. Unit owners shall be responsible for all repairs to balconies or patios caused or permitted by negligence, nuisance, or neglect.

10. No flower pots or other objects shall be hung on the balcony railing such that they extend beyond the balcony edge because of the safety hazard they present. In watering any plants on a balcony, care must be taken to prevent the water from washing over the balcony to a balcony, patio, or the ground below.

**COMMON ELEMENTS**  
(CONT.)

11. The use of wood, stone, tile, brick, carpet, paint, or other floor coverings is prohibited to cover the floor, walls, or ceiling of patios, or balconies. *Note:* An exception will be made to accept any approved alteration of these types which were installed prior to February 1, 1993, so long as said exceptions are maintained by the owner in good physical and/or aesthetic condition. The Board reserves the right to determine when an exception, as outlined herein, is no longer considered to be in good physical and/or aesthetic condition and to require the removal of same by the owner.

Exceptions to this policy may be considered by the Architectural Control Committee. The process for handling exceptions to the policy will be the same as described in the Bylaws of the Association with the stipulation that any written submission (with the exception of that for carpeting) will not be considered without a licensed professional engineer's written opinion relative to the structural impact and maintenance cost impact to the Association. The cost of the opinion will be the responsibility of the owner submitting the written request.

12. No pet litter boxes shall be permitted on a balcony or patio nor may any animal be allowed to defecate or urinate on a balcony or patio.

G. Solicitation, Posting, and Distribution of Material

1. No signs of any kind shall be placed in windows, or on doors, or other exterior surfaces, or on patios, or other common areas, except for official communications of the Association or as authorized in Article V, Section 14(e) of the Bylaws, without the prior written approval of the Board. This limitation shall not apply to signs relating to security (*e.g.*, alarm systems) or health (*e.g.*, oxygen in use) or to the posting of certain political signs as authorized by Section 11-111.2 of the Act (<https://law.justia.com/codes/maryland/2022/real-property/title-11/section-11-111-2/>). The Board has the discretion to establish designated areas for the placement of community bulletin boards. Residents will be informed of such locations and regulations.

2. Solicitations of any kind are not permitted in the buildings. If a resident is contacted by a solicitor, the resident should notify the Management Office immediately. Prohibited solicitations include, but are not limited to, salespeople, political or religious pamphleteers, and charitable fund-raising volunteers.

3. The distribution of any advertisement, handbill, or other material on the premises, including the placing of such material on or under doors of residential units, upon any vehicle parked in the common area parking lots, or on the grounds of the Condominium, is prohibited.

4. The prohibitions in Section III.G. do not apply to "door to door" contacts made by Board members, building coordinators/liaisons, and/or unit owners relevant to the official business of the Association approved in advance by the Board. These are:

**COMMON ELEMENTS**  
(CONT.)

- a. The activities or programs of any duly authorized committee; and
- b. Any other exceptions first approved by the Board.

5. a. Notwithstanding any other rule of the Association, unit owners and residents shall have the right to communicate their views concerning the operation of the Association as provided in this section. "Operation of the Association" includes the policies and practices of the Association, its management, administration, budget, and elections, and conditions at or affecting the Association (including those relating to health, safety, and security). Communications for commercial purposes or not relating to the operation of the Association are not authorized by this paragraph, except for the posting of certain noncommercial notices as described in Subparagraph b. of this paragraph.

b. (i) The Association shall provide in each building at a prominent location as designated by the Board both a receptacle and a tack strip similar to the one used by the management that can be used by unit owners and residents to make available information relating to the operation of the Association as defined in subparagraph a. of this paragraph. In addition, notices may be posted on the tack strip dealing with urgent, noncommercial needs such as lost pets, lost items, and personal medical, health, or safety needs. Materials shall not otherwise be posted or placed in the lobby, on staircases, or on other common areas.

(ii) Access to the buildings for the purposes of posting materials, or placing materials in receptacles, in accordance with this subparagraph, is permitted only between the hours of 10 a.m. to 7 p.m., Mondays through Fridays, and 12 noon to 5 p.m. on weekends. Access for this purpose will not be permitted on holidays, which is defined as Federally recognized holidays and any other weekday the Management Office is closed. The Management Office shall be advised in advance of the proposed posting or distribution of any materials to allow for access to the buildings for this purpose. A copy of any material to be distributed or posted shall be filed with the Management Office at the same time it is distributed or posted, or the closest preceding weekday if distribution or posting is planned for a weekend.

(iii) Any person or persons placing materials in the receptacle or posting any materials shall assure that all such materials remaining in the receptacle and any posted materials are removed no later than five (5) business days after distribution or posting.

(iv) All materials to be distributed under this subparagraph shall contain the name (printed or typed) and address of at least one unit owner or resident responsible for the materials and the date of distribution or posting. Any materials distributed or posted not in accordance with this Subparagraph b. shall be subject to immediate removal.

- c. (i) Subject to the limitations contained herein, unit owners and

**COMMON ELEMENTS**

(CONT.)

residents may distribute materials door-to-door. Distribution in buildings or in other common areas is otherwise prohibited. Materials distributed shall be limited to matters relating to the operation of the condominium as defined in Subparagraph a. of this paragraph.

(ii) Materials may be distributed in accordance with this subparagraph only between the hours of 10 a.m. to 7 p.m., Mondays through Fridays, and 12 noon to 5 p.m. on weekends. Distribution is not permitted on holidays, which is defined as Federally recognized holidays and any other weekday the Management Office is closed. The Management Office shall be advised in advance of the proposed distribution of any materials to allow for access to the buildings for this purpose. A copy of any material to be distributed shall be filed with the Management Office at the same time it is distributed, or the closest preceding weekday if distribution or posting is planned for a weekend.

(iii) Any person or persons distributing any materials door-to-door shall assure that all such materials remaining are removed no later than two (2) days after distribution.

(iv) All materials to be distributed under this subparagraph shall contain the name (printed or typed) and address of at least one unit owner or resident responsible for the materials and the date of distribution. Any materials whose distribution is not in accordance with this Subparagraph c. shall be subject to immediate removal.

d. (i) Subject to the limitations contained herein, unit owners and residents may circulate petitions door-to-door. Petitioning is otherwise prohibited on all common and limited common elements. Petitions shall be limited to matters relating to the operation of the Association as defined in Subparagraph a. of this paragraph.

(ii) Circulation of petitions shall be limited to the hours of 10 a.m. to 7 p.m., Mondays through Fridays, and 12 noon to 5 p.m. on weekends. Circulating of petitions is not be permitted on holidays, which is defined as Federally recognized holidays and any other weekday the Management Office is closed. The Management Office shall be advised in advance of the proposed circulation of petitions to allow for access to the buildings for this purpose.

(iii) All petitions shall contain the name (printed or typed) and address of at least one unit owner or resident responsible for the petition. Each person signing a petition shall also print his or her name and indicate their building and apartment number.

(iv) Any unit owner or resident wishing not to be contacted door-to-door by petitioners under this subparagraph, or by representatives of the Association under Paragraph 4. of this Section, shall complete a form to this effect to be provided by, and filed at, the Management Office. The Association shall note on its mailing list which unit owners and residents have indicated that they do not wish to be contacted. Any petitioner shall obtain a copy of the most current

***COMMON ELEMENTS***

(CONT.)

version of this list prior to their petitioning and shall not contact door-to-door any person who has indicated that they do not wish to be so contacted.

(v) Nothing in these rules shall be interpreted as applying to or otherwise limiting contacts of a social nature among unit owners and residents.

e. To the extent it has the technical capability of doing so, the Association shall make available to unit owners and residents, upon request and at cost, mailing labels with the names and mailing addresses of current unit owners and residents to be used solely for the purpose of distributing information about the operation of the Association as defined in Subparagraph a. of this Paragraph. Any unit owner or resident who does not want mailing labels with their address to be available under this subparagraph shall complete a form to this effect to be provided by, and filed at, the Management Office. Use of mailing labels provided under this Subparagraph for any commercial or other purpose not relating to the operation of the Association may, in addition to any other penalties for failure to comply with these rules, result in the loss of the right to obtain mailing labels for a period of up to two years.

f. All costs of duplication, distribution, and removal of materials prepared by a unit owner or resident shall be the responsibility of those distributing the materials or circulating the petitions. The Association shall have no responsibility for duplicating or distributing materials prepared by a unit owner or resident. The Association may assess any costs it incurs for additional staff time to remove and dispose of any materials whose posting or distribution are not in accordance with these rules or that are not timely removed, against the owner(s) or resident(s) distributing or posting said materials.

g. The views expressed in any materials posted or distributed or petitions circulated under this paragraph, or mailed with labels obtained pursuant to Subparagraph e. of this paragraph, are those of the person or persons posting, distributing, circulating, or mailing such materials and shall in no way be deemed to be the views of the Council of Unit Owners, the Board, or the Association management. All materials posted or distributed, petitions circulated, or materials mailed with mailing labels obtained pursuant to subparagraph e. of this paragraph, shall contain the following legend: "The views expressed in this [identify material] are those of [identify person or persons responsible for the distribution, posting, circulation, or mailing] and are not necessarily the views of the Council of Unit Owners, the Board of Directors, or the Association management."

h. No person may remove any notice posted or material distributed by the Board or the General Manager, except as specifically authorized by the Board or General Manager. No person may remove any notice posted or material distributed by a unit owner or resident in conformance with these rules, except as specifically authorized by the person identified in subparagraph g. of this paragraph as being responsible for the posting or distribution. This provision shall not in any

**COMMON ELEMENTS**  
(CONT.)

way limit the authority of the General Manager to remove notices or materials that are not properly posted or distributed under these rules.

6. Residents are encouraged to use the Georgetown Village online forum, available in the residents' section of the Georgetown Village web site ([www.georgetownvillage.org](http://www.georgetownvillage.org)), to communicate on issues of interest to the community—including Association policies and operation, information about the neighborhood, renovation tips and contacts, community notices (such as lost items or pets) and personal items that are for sale (e.g. an old crib, etc.). Residents have to register with a personal email before they are able to post in the forum.

H. Moving

1. Residents shall only be permitted to move in to, or out of, units between the hours of 8:00 a.m. and 6:00 p.m., unless otherwise approved, in advance, by the General Manager or CAM.

2. The unit owner whose residents are moving in/out shall be financially responsible for the repair or replacement of all damage to the common elements of the Condominium incurred during the move. Failure on the part of any unit owner to reimburse the Association will be considered as an unpaid assessment against the unit, and will be subject to collection procedures adopted by the Board.

3. a. No later than fifteen (15) days prior to moving in or moving out of a unit, the unit owner shall post with the Management Office a deposit in an amount as determined by the Board to cover any potential damage to the common elements during the move. If no such damage occurs, the deposit shall be refunded in full. If damage does occur, the deposit will be applied against the costs of repair or replacement necessitated by the damage. However, the unit owner shall be responsible for the full costs of repair or replacement even if they exceed the deposit.

b. In the case of leased units, the provisions of paragraph 3.a., above, shall apply to each move-in and move-out by tenants. As an alternative to posting a deposit each time a tenant moves in or out, a unit owner who leases his or her unit to others may choose to post a deposit with the Management Office which is retained by the Management Office to be applied against future move-ins and move-outs to obviate the need for posting a deposit on each separate occurrence.

4. All residents who are moving in/out must notify the Management Office, in writing, of the date and time when they are to be moving in, or out, of their unit, in order that the General Manager, or his or her appointee, may inspect all the appropriate common elements for damage.

5. Persons moving in/out agree to remove all trash generated during the move to the



## ***COMMON ELEMENTS***

(CONT.)

proper trash receptacles. Removal from the Condominium of any debris too large to be placed in the trash receptacles shall be the responsibility of the resident. Any costs incurred by the Association for removing such debris shall be charged to the unit owner of the moving resident's unit (*see also* Section III.C.5.).

### **I. Land Use**

1. The sidewalks, paths, driveways, hallways, corridors, vestibules, and other areas for use in getting to, and from, parking spaces, units and/or recreation facilities shall not be obstructed or used for any purpose other than for entry to, and/or exiting from, the parking spaces, units, and/or recreational facilities.

2. Use of fireworks, blasting devices, and/or the discharge of any form of firearms or weapon is strictly prohibited.

3. Unless specific portions of the common elements are specifically designated by the Board for such purpose, no portion of the common elements shall be used for the storage or placement of furniture or any other article, including but not limited to, plants, boxes, shopping carts, bicycles, and the like. Any property left on a common element will be deemed abandoned and be subject to removal by the Management Office. Except where the property presents an immediate health or safety concern, 24 hours notice of intended removal will be given to the owner of the property, if known. To the extent practicable, removed property will be held for at least 30 days before disposal and may be reclaimed by the owner during that time.

4. Organized group sports are prohibited without the prior consent of the Board, unless part of an Association sponsored event.

5. Any play involving the wearing of cleats, or the use of objects that might cause damage to the ground, buildings, property, or persons near this area, is strictly prohibited.

6. The defacing of any sidewalk, building walls or stairs, or any other common element, such as by the use of chalk or spray paint, is prohibited.

7. Barbecuing, grilling, and/or any other form of cooking, are strictly prohibited in, or upon, any of the common elements or limited common elements (such as balconies or patios). Storage of grills and similar equipment on a balcony or patio is also prohibited.

8. Alcoholic beverages cannot be consumed in any of the common elements, except limited common elements, and in the Community Center to the extent permitted in Section III.J., below.

**COMMON ELEMENTS**  
(CONT.)

9. Feeding of squirrels, or any other wild animals, is prohibited.
10. Smoking, vaping, or carrying a lighted cigarette, cigar, pipe, or any other lighted tobacco product, or any product containing marijuana, THC, or chemically similar substance, on any common element (other than a limited common element) is prohibited, except on the balcony of the Community Center as specifically authorized by Section III.J.10.
11. Consistent with Article V, Section 14.k. of the Bylaws, no unlawful use may be made of any part of the property, and all valid laws, zoning ordinances, and regulations of all governmental agencies having jurisdiction shall be observed in all portions of the property

J. Community Center

1. The Community Center at 11400 Commonwealth Drive may be reserved for social occasions, subject to availability, by unit owners and/or residents of GVC, as well as owners and residents of the Old Georgetown Village Homeowners' Association (OGV). Non-owner residents of GVC must be registered with the Management Office to be eligible to use the Community Center. Use of the Community Center shall be in accordance with any procedures and limitations established by the Board, and application procedures shall be as determined by the Board. Reservation forms are available in the Management Office.
2. The fee for reserving the Community Center shall be established by the Board.
3. The Community Center may be used, fee-free, for meetings of the Council of Unit Owners, the Board, and any committee of GVC. The Board may authorize the use of the Community Center fee-free for business meetings of the OGV, subject to availability. Priority will be given to the business needs of GVC.
4. The Community Center may be used fee-free for meetings of unit owners to discuss matters relating to the operation of the Condominium, as defined in Section II.G.5.(a) of these rules. Priority for use of the Community Center will be given to business meetings of the Condominium and to revenue-producing events.
5. The Community Center may be used, fee-free, for business meetings of organizations and associations of which GVC is a member, subject to availability. The Board may also authorize the fee-free use of the Community Center for meetings and events deemed in the interests of GVC.
6. Repairs of any damage to the Community Center caused by the use of same by

***COMMON ELEMENTS***

(CONT.)

persons renting from unit owners of GVC shall be the ultimate responsibility of the respective unit owner.

7. The GVC swimming pool, and its facilities, are not available for rental.

8. Users of the Community Center facility, and their guests, shall not cause any disturbing noise in, or upon, the common areas, or units, or permit any activity that would interfere with the rights, comfort, or enjoyment of unit owners or residents. The Board shall have the right to deny future use of the Community Center to anyone found violating this rule.

9. Use of the fireplace in the Community Center is strictly prohibited.

10. Cigar and pipe smoking and uses of marijuana, THC and chemically similar products is prohibited.

11. All personal property (e.g., food, bottles, paper goods, dishes, etc.) shall be removed immediately following any activity. All decorations and trash of any description shall be removed from the premises and may be placed in containers provided outside the Management Office.

12. The use of alcoholic beverages shall be in accordance with all State and local alcoholic beverage control laws. Alcoholic beverages may not be sold on, or consumed outside of, the premises.

13. All Community Center furnishings shall be returned to their original locations.

14. Except for service animals, no pets are permitted in the Community Center.

15. Posted occupancy limits must be strictly observed.

**K. Recreational Areas**

All persons using the pool, pool area, athletic courts, basketball courts, or any other Association-owned recreational facilities and/or areas (collectively, "recreational areas"), do so at their own risk, and sole responsibility. The Association, and Management Agent, do not assume responsibility for any occurrence, accident or injury in connection with such use. No owner, renter, or any guest shall make any claim against the Association, its servants, agents, or employees, for or on account of any loss of life or personal injury or damage to, or loss of personal property, sustained as a result of, or in connection with any such use of the recreational areas. Each owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any renters, guests, invitees, or licensees of such unit owner growing out of the use of the recreational areas, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents, servants or employees in the operation, care or maintenance

**COMMON ELEMENTS**  
(CONT.)

of such areas.

1. Swimming Pool

a. Identification cards must be shown when entering the pool area, and will be retained at the pool desk until departure. Members bringing guests to the pool must obtain a guest pass from the Management Office in advance of going to the pool. Guest charges for each pool season will be established by the Board.

b. The cost of any property damage shall be charged to the unit owner in which the user of the pool facilities resides or is visiting. Unit owners shall be held responsible for all actions of their residents, children, and guests.

c. The Association and its management shall not be responsible for any loss or damage of personal property of any kind.

d. Pool identification cards are non-transferable.

e. Children under ten (10) years of age must be accompanied and care for at poolside by a person 14 years old or older, in bathing suit attire. Children under six (6) years old need to have a responsible person in the water with them and within arms reach at all times.

f. Non-greasy sunscreens should be used while tanning.

g. Food may be consumed only in the elevated deck area at the rear of the pool. Notwithstanding this limitation, children not older than 8 years old may be fed in the enclosed wading pool area.

h. Glass containers are not permitted anywhere in the pool area.

i. Smoking of any substance and vaping are prohibited anywhere in the pool area.

j. Dive sticks may be used with caution and consideration of others. Dive sticks shall not be thrown, except in the immediate vicinity of the person throwing the dive stick, and never at or over the head of any person. Dive sticks designed to stand up on the bottom of the pool are a significant hazard and are absolutely prohibited.

k. Foam noodles, water wings, and other flotation aids (other than tubes) are permitted in the main pool. However, if the person using the flotation aid cannot swim or stand in the

***COMMON ELEMENTS***

(CONT.)

water in which the flotation aid is being used, the person must be accompanied by an adult in the water at all times.

- l. Kickboards may be used in the lap lanes only.
  - m. Running, pushing, wrestling, ball playing, or any excessive noise or disruption in or about the pool is prohibited.
  - n. The playing of radios, stereos, musical instruments, or other amplified noise in or about the pool area, other than with the use of headphones, is strictly prohibited.
  - o. Papers, food, and other refuse must be deposited in receptacles.
  - p. No pets or other animals are permitted in the pool area, with the exception of service animals.
  - q. Admission may be denied to anyone with skin abrasions, colds, coughs, inflamed eyes, infections, and to anyone wearing bandages.
  - r. Children who are not toilet trained and adults who are incontinent are prohibited from entering either the main pool or wading pool unless wearing adequate sanitary protection as defined by the Board. The Board shall require protection no less stringent than that required in pools operated by Montgomery County.
  - s. Alcoholic beverages are strictly prohibited. Persons believed to be under the influence of alcohol or any other controlled substances shall be denied entrance to the pool area.
  - t. Abusive and/or profane language is not permitted.
  - u. Failure to comply with any of these rules and regulations will result in the violator's being barred from using the pool facilities and, after a hearing, may result in suspension of pool privileges for the season.
2. Athletic Courts
    - a. Athletic courts shall be used exclusively for playing tennis, pickleball, and other purposes as may be approved by the Board, and for no other purpose
    - b. Athletic courts are for exclusive use by GVC owners, residents, and their guests; and Athletic Club members with valid entrance cards, and their guests. As used in this paragraph,

***COMMON ELEMENTS***  
(CONT.)

the term "Athletic Club" refers to non-GVC owners or non-GVC residents who have purchased current memberships entitling them to use the athletic courts.

c. Guests may use the courts only when accompanied by an owner, resident and/or member.

d. The General Manager may set limits on the availability of the athletic courts for paid instructional use if, in his or her judgment, it is necessary to assure availability for all Athletic Club members.

e. Court shoes must be worn on the athletic courts at all times.

f. Athletic court usage is on a first-come, first-served basis; two players must be present to establish their place in line when waiting for a court. One player cannot hold a place in line.

g. If others are waiting, playing time shall be limited to sixty (60) minutes for singles and ninety (90) minutes for doubles.

h. Players shall relinquish their court to waiting players at the end of their designated time period.

i. An individual player practicing on a court shall relinquish it upon request of waiting players.

j. Players shall avoid behavior that might be distracting to other players.

k. No one shall cross a court while play is in progress. Normal court etiquette is expected from players and spectators.

l. Children under the age of twelve (12) shall use the courts only for playing tennis with or under the supervision of an adult.

m. No food or beverages are allowed in the athletic court except for water in plastic containers only.

n. Smoking and vaping are prohibited in the athletic facility.

o. Alcoholic beverages are prohibited in the athletic facility.

p. Wheeled recreational equipment (e.g. roller blades, skate boards, scooters, bicycles) is prohibited in the athletic facility.

**COMMON ELEMENTS**  
(CONT.)

- q. Pets are prohibited in any portion of the athletic facility.
- r. The gate must be locked when the athletic facility is vacated.
- s. The tennis courts may not be used before 7:00 a.m. or after dark, and the pickleball courts may not be used before 9:00 a.m. or after dark, unless different hours are set by the Board..
- t. Entrance fobs may not be loaned or given to any person not part of the household for which the fob was issued. Any violation of this rule may, at the Board's discretion, result in a suspension of athletic court privileges for up to six months for all members of the household to whom the fob was issued. For Athletic Club members, such suspension will be without the right to a refund for the suspension period.

**3. Basketball Court**

- a. Basketball court shall be used exclusively for playing basketball and for no other purpose.
- b. The basketball court is for the exclusive use of GVC owners, residents and their guests; and OGV owners, residents and their guests.
- c. Guests may use the court only when accompanied by an owner and or resident.
- d. Appropriate footwear must be worn on the courts at all times.
- e. Climbing on goal posts is not permitted.
- f. No food or beverages are allowed on the basketball court except for water in plastic containers only.
- g. Alcoholic beverages are prohibited on the basketball court.
- h. Smoking is prohibited on the basketball court.
- i. Pets are prohibited in any portion of the basketball court.
- j. Players will avoid foul language and other unsportsmanlike behavior.

***COMMON ELEMENTS***

(CONT.)

k. The court shall not be used before 7:00 a.m. or after dark.

L. Miscellaneous

1. Entering upon or attempting to enter upon the roof of any building is prohibited unless previously authorized by the General Manager or CAM.

2. The cost of repairing all damage to the common areas and property of the Condominium resulting from the moving and/or carrying of furniture and/or other articles from, or to, any unit, shall be the responsibility of the owner of the unit to, or from where, the furniture and/or articles were being moved.

3. Common utilities, such as electrical outlets situated in common areas, shall not be used by residents without the prior written approval of the Board.

4. No one shall interfere in any manner with the heating, cooling, hot water, lighting, or similar apparatus in, or about, the buildings and common areas.

5. Unless otherwise posted, the speed limit on Condominium property is 20 m.p.h. (14 m.p.h. at speed humps).

M. Antennas and Satellite Dishes

1. Definitions

a. "Antenna" means :

(1) any device that is used to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite;

(2) any device that is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite;

(3) any device that is used to receive television broadcast signals; or

(4) a mast, cabling, supports, guy wires, conduits, wiring,



## ***COMMON ELEMENTS***

(CONT.)

fasteners, or other accessories necessary for proper installation, maintenance, and use of an antenna as described in (1), (2), or (3).

b. “Fixed wireless signals” means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Fixed wireless signals do not include, among other things, AM radio, FM radio, amateur ("HAM") radio, Citizen's Band (CB) radio, and Digital Audio Radio Service (DARS) signals.

c. “Transmission antenna” means any antenna used to transmit radio, television, cellular, or other signals.

d. “Owner” means any unit owner in the Association. For the purpose of this section only, “owner” includes a tenant or other lawful occupant of a unit.

e. “Exclusive-use area” means the limited common area in which the owner has a direct or indirect ownership interest and that is designated for the exclusive use of the owner. At the Condominium, the only such areas are the patios and balconies.

### **2. Installation**

#### **a. Antenna Size and Type**

(1) Antennas that are one meter or less in diameter may be installed, provided that such installation is in full compliance with the other requirements of this Section. Antennas that are larger than one meter, except antennas designed to receive television broadcast signals, are prohibited.

(2) Antennas designed to receive television broadcast signals, regardless of size, may be installed, provided that such installation is in full compliance with the other requirements of this Section.

(3) In the case of an antenna that is used to transmit fixed wireless signals, installation is permitted only if a label is affixed to the antenna that provides adequate notice regarding potential radio frequency safety hazards, e.g., information regarding the safe minimum separation distance required between users and transceiver antennas; and that references the applicable Federal Communications Commission-adopted limits for radio frequency exposure specified in 47 C.F.R. § 1.1310.

#### **b. Location**

**COMMON ELEMENTS**  
(CONT.)

(1) Antennas must be installed in the owner's unit or wholly within the unit owner's exclusive-use area (i.e., patio or balcony).

(2) Antennas shall not extend beyond the edges of the patio or into the air space beyond the edges of the balcony. Antennas shall not encroach upon the general common elements, general common element air space, any other owner's individual unit or limited common element, or the air space of another owner's limited common element.

(3) Antennas shall be located in the least obtrusive location, a place shielded from view from outside of the Condominium or from common elements or other units, to the maximum extent possible without interfering with the reception or transmission of an acceptable quality signal. However, installation is not permitted on general common elements, even if acceptable quality signal cannot be received or transmitted from an exclusive-use area.

**c. Installation**

(1) Antennas shall not be installed higher than necessary for reception or transmission of an acceptable quality signal, and television broadcast antennas shall not be larger than necessary to receive an acceptable quality signal.

(2) All installations shall be completed so they do not damage the general common elements or limited common elements, or in any way impair the integrity of the building.

(3) There shall be no penetration of the exterior walls of the building without the prior written approval of the Board.

**d. Maintenance**

(1) Owners who install antennas, or in whose units or exclusive-use areas antennas are installed, are responsible for all associated costs, including but not limited to costs to:

- i. Place (or replace), repair, maintain, and move or remove antennas;
- ii. Repair damage to any property caused by antennas installation, maintenance, or use;
- iii. Pay medical bills incurred by persons injured by antenna installation, maintenance, and use;

**COMMON ELEMENTS**  
(CONT.)

iv. Reimburse the Association for damage to general or limited common elements and units (to the extent not reimbursed by insurance) caused by antenna installation, maintenance, and use.

v. Restore antenna installation sites to their original condition.

(2) Owners shall not permit their antennas to become a safety hazard. Owners shall be responsible for the correction of any safety hazard.

(3) If antennas become detached, owners shall remove or repair such detachment within seventy-two (72) hours of detachment. If the detachment threatens safety, the antenna must be removed or reattached immediately.

e. Safety

(1) Antennas shall be installed in a manner that complies with all applicable Federal, State, and county laws and regulations, building codes, and manufacturer's instructions.

(2) Any contractor installing antennas must be properly trained and qualified to perform such installations and shall be licensed and bonded in accordance with applicable laws.

(3) Two-way fixed wireless subscriber equipment may only be installed by a professional properly trained and qualified to perform such installations.

(4) Antennas shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the Association. The purpose of this requirement is to ensure the safety of the Association residents and personnel and safe and easy access to the Association's physical plant.

(5) Antennas shall not be placed where they come into contact with electric power lines, or interfere with power lines or electrical transmission.

(6) To prevent electrical and fire damage, all antennas must be permanently and effectively grounded.

(7) Antennas must be secured so that they do not jeopardize the soundness or safety of any structures or the safety of any person at or near the antennas, including

**COMMON ELEMENTS**

(CONT.)

damage from wind velocity.

(8) If a safety hazard is presented, the Association can require the owner, through legal process or as otherwise permitted by law, or pursuant to the Association documents, to immediately eliminate the safety hazard. The Association may also exercise its right of entry under Article V, Section 25 of the Bylaws and Section IV.B. of these Rules to enter the unit to remedy the safety hazard. Any and all costs to the Association in remedying the safety hazard will be charged to the owner.

3. Antenna Removal

Antenna removal requires restoration of the installation location to its original condition. The owner shall be responsible for all costs relating to restoration of the location.

4. Registration

Any owner who has installed an antenna on a patio or balcony is requested to complete a registration form and file it with the Association's Management Office within thirty (30) days of installation.

5. Relationship to Governing Documents

a. Article V, Section 14(f) of the Bylaws provides that "[n]o antennas that are visible from the exterior of any Unit may be erected or maintained except upon the written consent of the Board of Directors." Any antenna erected and maintained in full compliance with this section shall be deemed to have the written consent of the Board.

b. Article V, Section 14(o) of the Bylaws provides that "[n]othing shall be stored or placed upon any balcony or patio or upon any other portion of the Common Elements of the Condominium, except with the consent of the Board of Directors." Any antenna erected and maintained on a unit owner's patio or balcony in full compliance with this section shall be deemed to have the consent of the Board.

## IV. Units

### A. Use of Units

1. No unit shall be used as a place of business requiring regular visitation of clients or colleagues, and/or advertising of an “office” in any manner to the general public including, but not limited to, offices of doctors (for purposes of patient visits, and the like), attorneys, accountants, real estate salespeople, clergy, etc. *See also* Article V, Sections (a), (b) and (e) of the Bylaws. This restriction shall not apply to any “family day care home” or “no-impact home-based business” in full compliance with the requirements of Section 11-111.1 of the Act

(<https://law.justia.com/codes/maryland/2022/real-property/title-11/section-11-111-1/>).

2. No signs shall be placed in windows indicating a business is located in the subject unit. *See also* Section III.G.1, and Article V, Section 14(e) of the Bylaws.

3. Only curtains, blinds, shades, drapes, or other products specifically designed for window covering may be used to cover windows. Other coverings (such as towels, sheets, trash bags, etc.) shall not be used.

4. The discharge of guns, or any form of firearm or weaponry, including but not limited to BB-guns, within individual units is strictly prohibited.

5. Owners and other residents shall, in general, not act or fail to act in any manner that unreasonably interferes with the rights, comfort, and convenience of other unit owners and occupants.

6. Signs for candidates for public office or that advertise the support or defeat of any proposition, as defined in Section 11-111.2 of the Act

(<https://law.justia.com/codes/maryland/2022/real-property/title-11/section-11-111-2/>), may be displayed subject to the following limitations:

(1) Such signs shall not be displayed in any general or limited common element (which includes patios and balconies);

(2) Such signs shall be displayed in accordance with provisions of federal, State, and local law:

(3) Such signs may be displayed for a period beginning no earlier than 30 days before the primary election, general election, or vote on the proposition and must be removed no later than 7 days after the primary election, general election, or vote on the proposition.

**UNITS**  
(CONT.)

7. The flag of the United States, as defined in the federal Freedom to Display the American Flag Act of 2005, may be flown on a patio or balcony. Flags on balconies must be mounted in a manner not posing a safety concern to persons or property below. Flags must be displayed consistent with the provisions of chapter 1 of title 4, United States Code (<https://congress.gov/109/plaws/publ243/PLAW-109publ243.pdf>), or any rule or custom pertaining to the proper display or use of the flag of the United States (as established pursuant to such chapter or any otherwise applicable provision of law).

B. Access to Units

1. General: Residents shall permit access to their units by Association personnel in the necessary discharge of their duties and responsibilities. The reasons for access include health, safety, common element maintenance and repairs, or such other purposes as are authorized by Article V, Section 25 of the Bylaws. Advance notice must be provided to the resident unless an emergency exists and advance notice is not practical. Personnel involved may include the CAM, General Manager, or members of the maintenance and porter staff.

2. Emergency Access: In the event of water leaks, fires, electrical malfunctions, or other *bona fide* emergencies, immediate access to a unit will be necessary to protect residents and property. The following procedure has been established to provide for emergency access in the absence of residents:

a. Each resident is required to provide the Management Office with a key to each lock on at least one unit entry door, to be kept securely in the office, and used only by authorized personnel in the event of emergencies. Following any such entry in the resident's absence, a note explaining the circumstances shall be left in a prominent place in the unit.

b. The Board shall establish an emergency response system (*e.g.*, answering service) accessible at all times, including when the Management Office is open and also when the Management Office is closed, to provide unit owners with immediate relief in emergency situations as described above.

c. The failure of any resident or unit owner to provide a key shall cause the unit owner to be liable for any expense caused by forced entry, or by the emergency situation, including damage to other units and common elements.

d. A *bona fide* emergency is defined as any circumstance threatening life, health, or safety of residents or the immediate and substantial loss of, or damage to, property.

**UNITS**  
(CONT.)

3. Convenience Access of Guests, Employees, Vendors: A resident desiring to have persons enter their unit in their absence, may leave a convenience key at the Management Office with a signed resident admittance authorization. Under no circumstances are keys in the care and custody of the Management Office for emergency access purposes to be used for convenience entry. The Management Office will not accept packages and/or deliveries of any kind on behalf of residents. All persons (residents or others) must show proper identification before they will be given a key. However, the Management Office assumes no liability for verifying the identity of guests, or other persons whose entry to a unit has been previously authorized by an owner and/or resident; such authorization will be for the convenience of the owner and/or resident and at his or her risk. A log will be kept at the Management Office showing:

- a. The time the key was left at the desk;
- b. The time the key was picked up by the invitees of the resident;
- c. The signature of the invitee;
- d. The time the key was returned to the Management Office, initialed by an Association employee; and
- e. The time the key was returned to the resident, the log book entry to be initialed by the resident.

4. Access in Case of Lock-outs: In the event of a lock-out, a resident may obtain their deposited keys from authorized personnel in the Management Office during regular business hours, after identifying themselves to Association personnel, and signing a log book on receipt of the keys. Deposited keys will only be issued to persons previously registered with the Management Office as residents of the affected unit. It shall be the responsibility of the resident to return the keys to the Management Office.

- a. If a lock-out occurs when the Management Office is closed, the resident should call the main number, engaging an answering service.
- b. The Board shall establish an appropriate charge for lock-out service when the Management Office is closed, to be billed and paid through the In-Unit Service Program as discussed in Section IV.E.1.

**UNITS**  
(CONT.)

C. Toxic and Noxious Fumes

1. Prior to the painting of all or any part of any unit, the unit owner should obtain from the Management Office a copy of the Safety Guide entitled “Healthy Indoor Painting Practices” issued by the Montgomery County Department of Environmental Protection. The guidelines in this brochure are equally relevant irrespective of whether the painting is being done by the unit owner personally or by a painting contractor.

2. It is strongly encouraged that unit owners using any material or product (including any household product) that has the potential to cause toxic or noxious fumes to enter into any other unit and/or the common areas, use such materials or products in accordance with the manufacturer’s instructions. In addition, to prevent such fumes from migrating to neighboring units or common areas, it is strongly recommended that the fumes from such materials or products be thoroughly ventilated to the outside during the application and drying phases of such materials or products. Ventilation is obtained by fully opening the windows in the unit in which such materials or products are being used until the toxic or noxious fumes have completely abated.

3. Unit owners are prohibited from leaving entrance doors of units open to foyers to vent toxic fumes onto foyer areas.

4. The use on any patio or balcony of products or materials producing toxic or noxious fumes is prohibited.

5. Residents of units whose health, safety, or comfort is being adversely impacted by toxic or noxious fumes originating from the use of materials or products in another unit may call the Management Office for assistance. If necessary, the Management Office shall exercise the emergency access provision under Section III.B.2. to enter the unit from which the fumes are originating and take such measures as are necessary to provide thorough ventilation in the unit that is the source of the toxic fumes until the fumes have abated.

D. Noise Control

1. Vacuum cleaners, washers, dryers, and any other noisy appliances shall not be used between the hours of 11:00 p.m. and 7:00 a.m.

2. Stereos, radios, televisions or musical instruments shall not be played at volumes which can be heard outside a unit.

3. In accordance with Article V, Section 14(q) of the Bylaws, at least 80 percent (80%) of the floors of each room of a unit, excluding bath and kitchen, shall be covered with carpeting and/or rugs, plus padding (collectively referred to as “floor coverings”.) These floor coverings shall be of at least minimum thickness as set by the Board from time to time (based on current carpet



**UNITS**  
(CONT.)

standards) to prevent transmission of noises to other units. This provision shall not apply to terrace-level units. The Board shall have the authority to consider exceptions based on health and/or safety considerations as provided in the cited Bylaw.

4. No exercise machines may be used without the use of exercise pads and/or other pads/mats designed to be used with such equipment under the equipment to dampen the noise and vibration. Such machines may not be used between the hours of 11:00 p.m. to 7:00 a.m.

5. Construction activity within a unit is permitted only between the hours of 8:00 a.m. to 7:00 p.m., Monday through Friday, and 10:00 a.m. to 6:00 p.m. on Saturdays, Sundays, and Federal holidays. Construction activity means temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or demolition of surfaces or structures performed by any person, including the homeowner.

E. Maintenance of Units

Unlike rental apartment communities, repairs and maintenance of the property inside a condominium unit are the owner's responsibility. The unit owner is responsible for anything that services their individual unit (which may include items housed outside of the unit), including but not limited to:

Kitchen appliances	Window glass and screens
All bathroom and kitchen fixtures faucets, and plumbing	Skylights and chimneys
Heat pump and furnace	Door and window locks
Hot water heater	Interior painting
	Interior carpeting

Owners and residents should refer to Article V, Section 13 of the Bylaws, which outline unit owner maintenance responsibilities. Georgetown Village Condominium offers its owners the convenience of an "In-Unit Service" Program, described below. One important exception to the list of unit owner responsibilities is the replacement of smoke detectors in individual for which the Board has assumed responsibility. Unit owners are encouraged to monitor their smoke detectors, and to call the Management Office if service of the detector is needed. Association staff, on a semi-annual basis, shall also check the continued operation of each unit's smoke detector.

*UNITS*  
(CONT.)

1. In-Unit Service Program:

a. At the sole discretion of the Board, an in-unit service program may be made available to owners and other residents. The General Manager, subject to the oversight of the Board, shall establish the rules and parameters for the program and determine what services are made available through this program, and may change the rules, parameters, and services made available without notice. Services offered shall reflect the ability of on-site maintenance staff to perform the work, including consideration of the knowledge, equipment, necessary licenses, and skill required to perform the service. Services will be performed as maintenance staff's regularly scheduled duties permit. Owners must be current in all assessments and prior in-unit maintenance service charges in order to receive offered services.

b. Rates for in-unit services shall be established by the Board. If the Board determines that it is in the Association's interest, leaking faucets, leaking toilets, leaking tubs, and leaking showers may be repaired free of labor charges, subject only to the cost of parts. Unless otherwise established by the Board, work performed on legal holidays, or during non-regular working hours, including weekends, shall be billed at 1½ times the normal rate. Parts shall be charged at a rate established by the Board, which may exceed, but shall not be lower than, actual cost.

c. Charges for in-unit services will be billed by, and payable to, the Association rather than directly to on-site maintenance staff, in accordance with procedures established by the General Manager. In-unit service charges not paid by the date specified in the invoice be subject to interest charges at a rate determined by the Board, consistent with applicable law. Unpaid in-unit service charges shall be added to the owner's account and will be subject to the same collection procedures as unpaid assessments.

d. Owners renting their units to others, or who are otherwise not residing on the property, must sign an authorization, in advance, for all work to be done on their behalf, or on behalf of their tenants or other occupants of their units.

2. Units with Fireplaces

a. All owners of units having fireplaces must have the flue and chimney inspected at least once a year, by a licensed chimney sweep, or other contractor duly licensed to perform such work.

b. All owners of units having fireplaces shall provide to the Management Office documentation of the inspection required in paragraph a., above, of this subsection.

c. Documentation of an inspection shall report that either the owner's fireplace has not been used within the preceding year or that the fireplace, chimney, and flue have been cleaned of all buildup, such as creosote. The cost to clean the fireplace, chimney, and flue is a unit-owner

expense.

- d. Fireplaces shall not be used to cook or grill food.
- e. Only combustible materials intended to be burned in fireplaces may be burned.
- f. A reasonable amount of firewood may be stored on a balcony. However, the resident shall be responsible for keeping their firewood free of insects.
- g. Residents are expected to keep their fireplaces clean of any build-up of excessive ash and/or any other burnt debris. Ash and burnt debris must be completely cooled, and thereafter placed in appropriate, fire-proof containers, for disposal purposes. Ash and burnt debris may not be disposed of on any of the Common Elements, or in any sewers or drainage lines.

### 3. Services Not Provided

Association employees engaged by residents to do work outside of the employee's regular working hours for the Association will not be covered by Workmen's Compensation or other types of insurance written for the Association. Residents will be individually liable for all such coverage, as well as for the compensation of the employee.

#### F. Architectural Control

Unless, and until otherwise designated by the Board, the Board will constitute the Architectural Control Committee (ACC).

## V. **Emergency Procedures**

### A. Fire

Each unit is equipped with a smoke detector which the unit owner or resident must allow the Association to inspect twice a year to help ensure building safety. The alarm from the smoke detector is not connected into the fire alarm system. Upon activation of this smoke detector, or upon seeing a fire, the resident should follow the instructions described below.

- 1. Persons endangered should evacuate the immediate area at once; close doors adjacent to the fire.
- 2. Notify the Fire Department immediately by telephoning 911.
- 3. Activate the fire alarm system at the nearest manual pull station so the other occupants of the building can be warned of the fire danger. The station activating the system should not be pulled unless there is an actual fire. Once the system is sounding, it serves no useful purpose to pull

additional stations. In fact, it makes it more difficult for the firemen to locate the fire if more than one station has been pulled. It is very important to note that pulling the fire alarm at the pull station serves the important function of alerting other residents of a fire but it does not notify the Fire Department so also calling 911 is essential.

4. To be completely safe, when the fire alarm sounds, evacuate the building. Once outside the building, clear the immediate area of the building to allow access for emergency personnel.

5. If a resident is physically handicapped, or seriously ill, the Management Office (or answering service, if the Management Office is closed) should be advised promptly, providing the resident's name and unit address so that it can send help during an actual fire, whenever possible. Ensure that the General Manager has the name, address, and telephone number of the person or persons to notify in an emergency.

B. Miscellaneous

In case of after-hour in-unit emergencies, call 301/770-5264. An answering service operator will relay your problem to the personnel on duty. An "emergency" is defined as a lock-out, or any situation that immediately affects the health, safety, or property of the resident, or threatens any common area or other unit. As a back-up, residents may call the Management Company, and the CAM on duty then will be contacted. A charge will be assessed for service provided in response to the emergency call in accordance with the In-Unit Service fee schedule.

**VI. Pets and Other Animals**

A. General Pet Rules

1. Under all circumstances, residents who own pets must abide by Montgomery County animal regulations found in Chapter 5, of the Montgomery County Code ([https://montgomerycountymd.gov/animalservices/resources/files/chapter%205\(1\).pdf](https://montgomerycountymd.gov/animalservices/resources/files/chapter%205(1).pdf)). Georgetown Village Condominium gives its approval to the Animal Control Officer of Montgomery County, Maryland, to enforce the Montgomery County Leash Law, and other related animal control laws on Condominium property. Penalties for violation of applicable Montgomery County ordinances may be enforced by the County without regard to any remedies pursued by the Association.

2. All ordinary house pets are permitted, subject to these rules and regulations. Ordinary house pets include such animals as dogs, cats, caged domesticated birds, hamsters, gerbils, guinea pigs, mice, rabbits, aquarium fish, small snapping turtles and tortoises, and creatures normally maintained in a terrarium or aquarium.

3. Unusual house pets are prohibited. Unusual house pets shall include without limitation, those animals not generally maintained as pets, such as large reptiles (lizards and snakes), anthropoids, felines other than cats, canines other than dogs, and rodents, mammals, birds and other creatures other than those listed in Section VI.A.2, above.

**PETS**

(CONT.)

4. As provided in Article V, Section 14(k) of the Bylaws, two house pets per unit of up to twenty (20) pounds each at maturity shall be permitted. This restriction shall not apply to service animals. No pet weighing over 20 pounds, whether or not owned by a resident of the unit, may stay in any unit overnight.

5. All cats, dogs, and other animals kept by residents shall be registered with the Management Office. Registration requires the owner's home and office telephone numbers; identification of the pet by name, type/breed, age, color, current weight, anticipated full growth weight per veterinary certification, and a photograph; proof of Montgomery County registration; and a rabies vaccination certificate or other record of inoculations or vaccinations designated by the County. The registration will facilitate contact of owners in case of injury to the pet, identification of pets causing problems and/or creating a health emergency, and identification of stray animals.

6. All dogs and cats shall have a current Montgomery County registration and rabies tag attached to a collar or harness worn by the dog and/or cat.

7. Pet owners are responsible for any property damage, injury, or disturbances their pet(s) may cause or inflict.

8. Any resident keeping or maintaining any pet upon any portion of the property shall be deemed to have agreed to indemnify and hold harmless the Condominium and each unit owner and resident from any loss, claim or liability of any kind whatever arising by keeping or maintaining such pet within the Condominium.

9. a. Except as provided in b. and c., it is prohibited for any person to have a pit bull on Georgetown Village Condominium property, including in units, at any time. "Pit bull", as used in this rule, is any dog commonly defined as a pit bull, including but not limited to:

(i) An American Staffordshire Terrier breed

(ii) A Staffordshire Bull Terrier breed

(iii) An American Pit Bull Terrier breed

(iv) A bull terrier breed.

b. An owner of a pit bull living on the property as of the effective date of this rule may petition the Board for a limited waiver to allow the dog to remain on the property for a period of time as determined by the Board, not to exceed 60 days from the effective date of this rule, to arrange for the orderly removal of the dog from the property. As part of the petition, the owner must document that, as of the effective date of this rule:

**PETS**

(CONT.)

(a) the dog was properly registered with the GVC Management Office in accordance with Section VI.A.5 of these rules;

(b) the dog was specifically identified in the registration as a pit bull;

(c) the dog is properly licensed by Montgomery County;

(d) the dog has a current rabies certificate; and

(e) the owner of the dog is in compliance with the Bylaw limiting pet weight (Article V, Section 14(k)) and all other applicable pet rules.

c. The Board may deny or condition any such petition as it determines, in its sole discretion and as an exercise of its business judgment, to be necessary. Any waiver granted shall require that the dog be leashed and muzzled at all times while on the property, and to comply with all other applicable pet rules. Any failure to comply with the conditions of a waiver will result in its immediate revocation, and a requirement to remove the dog from the property immediately.

d. The Board may take immediate action to remove a pit pull from the property if the requirements of paragraphs a. through c. are not complied with in all respects.

10. While it is recognized that service animals and emotional support animals are not “pets”, all of the rules in this subsection apply to service animals and emotional support animals except for paragraphs 4 and 9.

**B. Requirements and Restrictions**

1. Pet owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the property, including Condominium common elements; limited common elements; and State/County-maintained curbs and sidewalks. Only fecal matter may be disposed of in toilets; cat litter or similar materials shall not be flushed down toilets but may be disposed of in plastic bags in the trash.

2. Dogs and cats must be leashed or harnessed, and under the direct control and/or supervision of their owner at all times when they are on, or upon, the common elements. Leashes shall not exceed ten (10) feet in length.

3. Except for service animals, pets shall not be permitted in the Community Center, swimming pool complex and pool areas, or tennis or basketball courts.

4. Pets of any kind shall not be left unattended on patios or balconies, even if the resident otherwise is at home.

**PETS**  
(CONT.)

5. Pets may not be leashed to any stationary objects on the common elements; *e.g.*, residents may not insert stakes or similar objects into the ground or brick building and leash the pet to same.

6. Dog houses and cat litter boxes are not permitted on balconies or patios.

7. Commercial breeding of pets within the Condominium is prohibited.

8. No resident shall engage in any act of cruelty toward any animal. Any act of cruelty witnessed must be reported to the Montgomery County Animal Control in accordance with Montgomery County law.

9. Residents shall not feed pets other than their own unless permission has been obtained, in advance, from the pet's owner.

10. Residents shall not abandon an unwanted pet on the property.

11. In the event of a pet's death, the owner is responsible for the appropriate and sanitary disposal in accordance with Montgomery County laws.

12. Pets shall not be permitted to cause unsanitary, dangerous or offensive conditions, or make noises of sufficient volume to interfere with other residents' rest or peaceful enjoyment of the Property.

13. Pets shall not be allowed to molest, attack, or otherwise interfere with the freedom of movement of persons on the common elements, to chase vehicles, to attack other pets, or to create a disturbance in any other way.

14. While it is recognized that service animals and emotional support animals are not "pets", all of the rules in this subsection apply to service animals and emotional support animals except for paragraph 3.

C. Miscellaneous

1. All animal bites or attacks shall be reported immediately to Montgomery County Animal Control and the Management Office.

2. Suspected stray animals shall be reported to Montgomery County Animal Control for possible identification prior to contacting the Management Office.

## **VII. Parking/Parking Lots**

### **A. General Regulations**

1. Parking areas shall only be used by residents to park passenger vehicles and motorcycles, and other vehicles and equipment to the extent permitted by Section VII.G. below. Other motor vehicles may be parked by visitors and in connection with commercial deliveries and services performed at the property, consistent with these rules. As provided in Article X of the Bylaws, no vehicle belonging to any resident, guest, or employee of a resident shall be parked in a manner that unreasonably interferes with or impedes ready vehicular access to any adjoining parking space.

2. Parking areas immediately surrounding GVC buildings may have certain parking spaces designated for residents only by marking them "Reserved" as described in Sections VII.C. and D. below.

3. Out of consideration for other residents in each building, where the residents of a unit have more than one vehicle, they are encouraged to park only one vehicle in front of a building.

4. Only authorized vehicles owned by residents are permitted to park on Condominium property as specifically outlined below.

a. All vehicles parked in Condominium parking areas must bear a valid permanent parking registration decal properly displayed on the vehicle. Vehicles found to be in violation of this restriction may be subject to towing in accordance with Section 30C-4 of the Montgomery County Code ([https://codelibrary.amlegal.com/codes/montgomerycounty/latest/montgomeryco\\_md/0-0-0-137972](https://codelibrary.amlegal.com/codes/montgomerycounty/latest/montgomeryco_md/0-0-0-137972)) or otherwise permitted by law.

b. All vehicles parked on Condominium property shall display current license plates, be properly registered, be able to move under their own power, and be maintained in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emissions, or appearance.

c. Vehicles shall not be double-parked, parked on lawns, sidewalks, driveways, in fire lanes, apron areas, or otherwise adjacent to or alongside curbs that have been painted yellow, or with white stripes unless otherwise provided for in these Rules and Regulations.

d. Parked vehicles shall not overhang curbs.

e. Vehicles bearing handicapped-designated license plates, or displaying State and/or county issued handicapped signage, may park in designated "handicapped" spaces or any other area so long as such vehicles are not parked in violation of any other provision of these rules or any other applicable law. Any person to whom a "handicapped" parking space has been assigned must immediately notify the Management Office whenever he or she no longer needs or qualifies for a "handicapped" parking space. In addition, any resident with a vehicle bearing a State and/or county temporary handicapped-designated "hanging tag" shall provide confirmation to the Management Office on or about April 1, each year that the resident is still eligible to park in a "handicapped" parking space.



***PARKING/PARKING LOTS***

(CONT.)

f. Parallel parking at curb sides, including parking on Commonwealth Drive, is not permitted, except in extenuating circumstances authorized by the Board (*e.g.*, resurfacing of parking lots).

g. Motorcycles shall be licensed for travel on the highway and equipped with the most recently approved noise control devices and operated only on the roads and in a manner not to disturb the residents.

h. Mopeds and bicycles should be equipped with lights and the most recently approved safety devices, and operated only in such a manner as to not obstruct traffic.

i. No parking shall be permitted in areas designated by signs or pavement markings as prohibited, or as restricted to special parking for certain purposes (unless consistent with those purposes).

j. Except as provided above, trailers, boats, and motor vehicles other than passenger cars may be parked or temporarily stored only in such areas as the Board may from time to time designate. *See* Article V, Sections 14(m) and (n) of the Bylaws. No vehicle shall be parked in such manner as to impede or prevent ready access to any other parking space.

k. Consistent with Article V, Sections 14(l), (m) and (n) of the Bylaws, vehicles shall not be permanently stored on the premises. Unless the Management Office has been notified otherwise, any vehicle not moved for a period of thirty (30) days is presumed to be a stored vehicle and is subject to towing.

**B. Resident Parking Registration Decals**

1. All owners' vehicles to be parked on Condominium property must be registered with the Management Office and must display a valid numbered GVC resident parking registration "decal".

2. Resident parking registration decals must be permanently affixed to the lower left-hand side of the rear window on the driver's side of the vehicle.

3. Resident parking registration decals for convertible-style cars must be affixed to the inside front driver's side windshield.

4. Parking registration decals for motorcycles must be affixed in a visible location, preferably on the windshield.

**C. Resident Tags/Permits**

The Board, in its sole discretion, from time-to-time may designate parking areas as

***PARKING/PARKING LOTS***

(CONT.)

requiring special attention/consideration to assure the fair and equitable availability of parking spaces to residents in specified areas of GVC. The Board shall consider designating such an area on its own initiative or at the request of a unit owner. Such designations may be made, modified, or revoked by the Board as it determines to be necessary and appropriate. The Board shall apply reasonable business judgment in making any decisions. For each building area designated as requiring special attention/consideration, parking spaces may be marked "Reserved" and parking in such reserved spaces will be limited to vehicles registered pursuant to Section VII.B, in accordance with the procedures set forth below. All other parking rules will continue to apply at all times in special attention/consideration areas.

1. For each building immediately adjacent to parking areas that have been designated by the Board as requiring special attention/consideration, one (1) resident "tag/permit" shall be issued to each condominium unit, regardless of the number of licensed drivers in the unit. The tag/permit will be of a style and type that must be placed so it is visible through the front windshield. Only vehicles bearing this resident tag/permit may park in spaces marked and designated as "Reserved".

2. Registered vehicles that do not bear the resident tag/permit, but which have a valid GVC resident parking registration decal, may park in any other space on condominium property not marked "Reserved".

3. Residents must return the tag/permit when they move out of GVC. The Board may establish a service charge to be imposed on any owner who does not comply, or whose tenants do not comply, with this requirement.

**D. Obtaining Resident Parking Registration Decals and Resident Tags/Permits**

When obtaining resident parking registration decals and tags/permits, the resident shall provide, to the Management Office, the following information for each vehicle:

1. Proof of residency through the GVC Resident Information Form;
2. Name, address, home and work telephone number(s);
3. Vehicle license plate number and state of registration; and
4. Vehicle description (color, make, model).

**E. Rental or Temporary Vehicles**

1. Rental or temporary vehicles operated by unit residents for more than three (3) days must be registered promptly with the Management Office.

***PARKING/PARKING LOTS***

(CONT.)

2. To register a rental or temporary vehicle, residents shall notify the Management Office in person, in writing, or by telephone of the vehicle, giving its description, including vehicle make, model, color and license plate number.

3. Rental and temporary vehicles must meet the same criteria as Section VII.A.3, above.

F. Guest Parking

1. Guest and/or visitor parking is permitted only in areas that have been specifically designated for such parking purposes, if such areas have been designated. Guests and/or visitors shall not park in any space designated as "Reserved".

2. Guest and/or visitor parking areas, if designated, may be utilized by residents for overflow parking purposes.

3. Guests and/or visitors staying three (3) or more consecutive nights are required to display a guest parking permit on the front dashboard of their vehicle. Each condominium unit shall be allocated one guest parking permit for the use of guests/visitors. If needed, a special request for an additional guest permit(s) may be submitted by the host resident to the Management Office, indicating the anticipated length of stay of the guest/visitor.

G. Oversized and Commercial Vehicles, Trailers, and Specialty Vehicles

1. For purposes of this Section, the term "commercial vehicle" is conclusively defined to include any vehicle with written signage, logos, or pictures on the vehicle, or with ladders mounted on the vehicle. The term "oversized vehicle" is defined as any vehicle whose dimensions exceed that of a parking space (17 feet long and 10 feet wide.). An "oversized vehicle" also includes any vehicle that impedes driving in travel lanes or does not allow people parked in adjacent spaces to enter or exit their cars without undue difficulty.

2. Between the hours of 11:00 p.m. and 7:00 a.m., commercial and oversized vehicles may be parked only in the area designated for such parking adjacent to 5801 Edson Lane, or such other area as may be designated by the Board, except as permitted in the advance with the express written consent of the General Manager.

3. Consistent with Article V, Section 15(m) of the Bylaws, no recreational vehicles, box trucks, house trailers, boats and boat trailers, and campers may be parked on the property at any time without the advance express written consent of the General Manager. If permitted, such vehicles will normally be required to park only in the area designated for such parking adjacent to 5801 Edson Lane or such other area as may be designated by the Board.

***PARKING/PARKING LOTS***

(CONT.)

4. All vehicles, house trailers, boats and boat trailers, and campers parked in the designated parking area shall be registered with the Management Office noting the owner's name, condominium address, telephone numbers, and vehicle make, model, color, and license plate number. Any vehicle not properly registered is subject to towing.

5. Vehicles shall not be parked on the grassy areas of in a way that blocks a sidewalk.

H. Repairs/Washing of Vehicles

1. Consistent with Article V, Section 14(1) of the Bylaws, no repairs to vehicles other than emergency maintenance, *e.g.*, changing flat tires; or a brief "look under the hood" for minor maintenance, *e.g.*, adding window wiper fluid or oil, shall be permitted on the general common elements. In no event may oil or other fluids be drained from vehicles onto condominium property.

2. No vehicles shall be left standing in a parking space in a non-operative condition or unlicensed, nor shall there be any major repairs to vehicles in a parking area.

3. Washing of motor vehicles shall not be permitted upon any of the common elements. Interior polishing, or exterior waxing of vehicles is, however, permitted; no electrical equipment may be used.

I. Violations and Towing of Vehicles

1. Violations that may result in towing include vehicles:
- a. Threatening the safety of the condominium residents;
  - b. Blocking or improperly impeding access to any portion of the general common elements;
  - c. Blocking of fire lanes or other restricted areas;

***PARKING/PARKING LOTS***

(CONT.)

- d. Failure to display a valid resident parking registration decal;
- e. Parking in any area where parking is prohibited or restricted by these regulations;
- f. Owning a vehicle determined to be non-operative or stored in accordance with these rules. Unless the Management Office has been notified otherwise, any vehicle not moved for a period of thirty (30) days is presumed to be a stored vehicle; and
- g. Commercial vehicles, house trailers, boats and boat trailers, and trailers of any nature, parking overnight in violation of Section VII.G.2.

2. All costs of towing and associated storage, and any damages incurred in towing vehicles parked in violation of these rules, shall be the sole responsibility of the vehicle owner.

3. In the event immediate towing is not an appropriate remedy, a warning notice, citing the specific rule that has been violated and demanding immediate corrective action, shall be posted on the vehicle setting forth the date and time of the violation. If the warning does not result in removal of the vehicle within forty-eight (48) hours, the vehicle will be subject to immediate towing.

4. **Compliance**

Except as provided above, the Board shall follow the procedures set forth in Section IX., below, for enforcing these rules and regulations, including the assessment of fines, issuing cease and desist orders, etc.

J. Long-Term Resident Parking

1. Residents who intend to be away (e.g., business, vacation, etc.) for thirty (30) days or more, in addition to providing the notice required by Section VII.A.1.k., are encouraged to provide to the Management Office a point of contact (e.g., telephone number) where they may be contacted in an emergency situation.

2. Vehicles expected to be parked for thirty (30) days or more shall not be parked in a space directly in front of a building.

### **VIII. Leasing of Units**

Owners are reminded that Montgomery County law requires owners of single family homes, including condominium units, who lease their homes or units, to obtain a rental license from the Office of Landlord and Tenant Affairs. The County requires the board of directors of a condominium, cooperative, or homeowners association to provide the County, upon request by the County, with information identifying each unit within the community which is used for rental purposes. Failure by the owner to register and license their rental unit with the County may result in a fine imposed by the County on the unit owner. Failure of the Board to provide the County with a list of units utilized for rental purposes may result in a fine of up to \$500 being imposed on the Association by the County. The Bylaws impose additional requirements.

A. Units shall not be leased for other than residential purposes.

B. No leased unit may be sub-leased by the unit owner and the lessee without the prior written approval of the Board.

C. As provided in Article V, Section 14(g) of the Bylaws, no unit may be leased for a term of less than six (6) months.

D. As provided in Article V, Section 14(g) of the Bylaws, a unit must be rented in its entirety (*i.e.*, no portion of a unit other than the entire unit may be rented.)

E. Unit owners must provide their tenants and other residents of their units with a copy of these rules and regulations, the Declaration and Bylaws prior to the tenants moving in. All tenants and other residents are subject to, and must fully comply with, the requirements of the Declaration, Bylaws,

and these rules.

F. Unit owners shall be held financially responsible for any damage to the general and limited common areas done by their tenants or other residents of their units (such as damage to the Community Center by a tenant renting the Center.)

G. Unit owners must provide a copy of any lease and a list of all persons to be living in the unit to the Management Office prior to the tenants covered by that lease moving in.

H. All residents are encouraged to provide emergency contact information to the Management Office in accordance with Section II.G. of these Rules.

## **IX. Bylaws and Rules Violations**

Article III, Section 2(I) of the Bylaws confers on the Board the power to enact:

uniform Rules from time to time which govern the use and operation of the Condominium, as well as the conduct and the enjoyment of the Unit owners; provided, however, that such Rules are adopted in accordance with the [Condominium] Act and Article V, Section 15, of these Bylaws or the Declaration.

Article III, Section 2(j) of the Bylaws further confers on the Board the power to enforce unit owner obligations, including the power to enforce the provisions of the [Condominium] Act, the Declaration, Bylaws and Rules and, subject to the provisions of the [Condominium] Act, to levy reasonable fines against Unit owners for violations of the same after notice and an opportunity to be heard is given pursuant to the [Condominium] Act. Collection of fines may be enforced against the Unit owner or Unit owners involved as if the fines are a common charge owed by the particular Unit owner or Unit owners. Where a Unit owner persists in violating the Rules, the Board of Directors may require him to post a bond, satisfactory to it, to secure future compliance with the Rules.

Article V, Section 15 of the Bylaws provides that rules enacted by the Board “shall have the same force and effect as if they were incorporated in these Bylaws by direct reference and may be enforced in the same manner as all other provisions of these Bylaws.” These documents apply

***BYLAWS AND RULES VIOLATIONS***

(CONT.)

to all unit owners, tenants/renters, employees, and all others using the facilities of the Association.

Section 11-113 of the Act

(<https://law.justia.com/codes/maryland/2022/real-property/title-11/section-11-113/>) outlines the dispute settlement mechanism to be followed by condominiums, as well as the required procedures which must be followed before the Board may impose any fines or sanctions for rules violations. The enforcement policy set out below for addressing rules violations follows the outline provided by Section 11-113 of the Act.

A. Methods for Communicating Rules Violations & Grievances

1. When a unit owner, renter, or other resident, has a particular grievance with another unit owner, renter, or other resident, the preferred method of resolution is for the parties concerned to discuss the grievance in an attempt to reach an amicable understanding.

2. If the attempted informal resolution between the parties is unsuccessful, or if the party with a grievance does not believe it would be worthwhile to attempt a resolution directly with the other party, the matter can be called to the attention of the General Manager.

3. If the matter is called to the attention of the General Manager, before formal enforcement proceedings are initiated, the General Manager will, to the extent practicable, attempt to obtain an informal resolution of the violation. The General Manager will maintain a log of complaints received and the actions taken in response thereto.

4. In cases where informal resolution is not possible, or in the case of chronic violations, a formal enforcement action will be initiated. Except as provided in paragraph A.6. of this subsection, before any action may be taken by the Board or the General Manager, a written, legible, signed report or complaint, must be received by the Board from a resident or owner. The report or complaint must contain:

- a. the name, address, and telephone number of the complaining party;



***BYLAWS AND RULES VIOLATIONS***

(CONT.)

b. to the extent known, the name, address, and telephone number of the offending unit owner(s), renter(s), and/or resident(s);

c. the time and date of the occurrence which is the subject of the complaint;

d. any witness(es) to the occurrence which is the subject of the complaint;  
and

e. the nature of the complaint and/or grievance.

5. The written complaint must be addressed to the Board at: 11400 Commonwealth Drive, North Bethesda, Maryland 20852-2867.

6. The General Manager and/or the Board may, in exercising their discretion, act on any information relating to a grievance, or violation of an Association Rule or Bylaw, that comes to its attention even absent a formal complaint.

**B. Action by the Board**

1. If the initial communication of a complaint does not result in a resolution of the matter, the Board, directly or through the General Manager, shall send to the alleged violator a written demand to cease and desist from the alleged violation, specifying:

a. The alleged violation;

b. The action required to abate the violation; and

c. A time period, not less than 15 days, during which the violation may be abated without further sanction, if the violation is a continuing one, or, if the violation is not a continuing one, a statement that any further violation of the same rule may result in the imposition of sanction after notice and opportunity for a hearing..

**BYLAWS AND RULES VIOLATIONS**

(CONT.)

2. Within 12 months of the demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is violated subsequently, the Board shall provide the alleged violator, at the alleged violator's address of record, a written notice of the alleged violator's right to request a hearing to be held by the Board in executive session containing:

- a. The nature of the alleged violation;
- b. The procedures for requesting a hearing at which the alleged violator may produce any statement, evidence, or witnesses on behalf of the alleged violator;
- c. The period of time for requesting a hearing which may not be less than 10 days from the giving of the notice;
- d. An invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and
- e. The proposed sanction to be imposed.

C. Hearing

1. If the alleged violator requests a hearing within the period of time specified in the notice provided under paragraph B.2. of this subsection, the Board shall provide the alleged violator with written notice of the time and place of the hearing, which time may not be less than 10 days after the date the request for a hearing was provided.

2. At the hearing, the alleged violator has the right to present evidence and present and cross-examine witnesses.

3. The hearing shall be held in executive session pursuant to this notice and shall afford the alleged violator a reasonable opportunity to be heard.

4. a. Prior to the taking effect of any sanction hereunder, proof of notice shall be entered in the minutes of the meeting.

b. The proof of notice shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of providing the notice, is entered in the minutes by the officer or director who provided the notice.

***BYLAWS AND RULES VIOLATIONS***

(CONT.)

c. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting.

5. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

6. If the alleged violator does not request a hearing within the period of time specified in the notice provided under paragraph B.2. of this subsection, the Board, at the next meeting, shall deliberate as to whether the violation occurred and decide whether a sanction is appropriate for the violation.

7. Within 30 days of the hearing, the unit owner will be given written notice of the Board's decision, including any sanction that the Board has decided to impose. The Board may, in its sole discretion, extend this 30-day period if it deems an extension necessary to make a fair determination as to either the existence of the violation or the appropriate sanction.

8. The notice of the Board's decision must also include the following statement:

SHOULD YOU DISAGREE WITH A DECISION OF THE BOARD, OR OF THE ARCHITECTURAL AND ENVIRONMENTAL REVIEW COMMITTEE, YOU MAY FILE A COMPLAINT WITH THE MONTGOMERY COUNTY OFFICE OF COMMON OWNERSHIP COMMUNITIES. ACCORDINGLY, NO FURTHER ACTION WILL BE TAKEN FOR FOURTEEN (14) DAYS FROM THE DATE OF THIS LETTER.

D. Liability for Damages

If any unit owner fails to comply with the Declaration, Bylaws, or a decision of the Board rendered pursuant to these Rules, the unit owner may be sued for damages caused by his or her failure or for injunctive relief, or both, by the Council of Unit Owners or by any other unit owner.

E. Effect of Failure to Enforce Provision

***BYLAWS AND RULES VIOLATIONS***

(CONT.)

The failure of the Council of Unit Owners to enforce a provision of the Declaration, Bylaws, or these Rules on any occasion shall not be considered a waiver of the right to enforce said provisions on any other occasion.

F. Penalties

1. It is the responsibility of each owner, tenant, and any other resident, to be familiar with the Declaration, Bylaws, Rules and Regulations. Ignorance of their content will not be accepted as justification for their violation. Unit owners will be held accountable for violations by any person occupying their units.

2. Specific penalties imposed for findings of a violation of Bylaws, Rules and Regulations will be determined and imposed by the Board on a case-by-case basis.

## NOTE ON OWNERS' RESPONSIBILITIES AND INSURANCE

Changes to the Maryland Condominium Act in 2009<sup>1</sup> resulted in a significant change in the responsibility of owners for any damage to any portion of the Condominium committed by themselves, their tenants, renters, or their invitees. Specifically, the Maryland Condominium Act now provides that any owner causing damage to their own unit, any other unit, common element or limited common element of the Condominium, shall be responsible for the amount of the deductible set forth by the Association's Master insurance policy up to \$5,000.

With this change in the Maryland Condominium Act, which overrides any inconsistent Condominium documents, *there no longer is a requirement that the owner's liability result from an act of negligence.* As a result, every owner or resident should conduct himself or herself, and the property in their control, so as to avoid any act which causes injury or damage to another. Owners and residents are strongly encouraged to obtain their own insurance against their own losses, as well as against claims by others against them.

Georgetown Village Condominium, pursuant to the requirements of the Maryland Condominium Act and its Bylaws, maintains a "Master" insurance policy. The Master policy covers each building, including the unit structure, against fire and property damage. The coverage is "all risk" and in an amount equal to the full replacement cost of the building (except for items not normally insured), and subject to a \$5,000 per occurrence deductible. While the Association, and individual unit owners, are insured against liability arising from ownership or use of the common elements, this coverage will not insure an individual unit owner against liability arising from an accident or injury occurring within their unit, or liability arising from the act or omission of the unit owner in either a unit, or upon the common or limited common elements.<sup>2</sup>

Consistent with the Maryland Condominium Act, the Master insurance policy does not insure personal property belonging to unit owners, such as furniture, renovations or upgrades, decorations, belongings, etc. The Master policy only covers individual units in the condition and status they were in *when originally titled in March 1985*, exclusive of improvements and betterments subsequently installed by unit owners. Betterments and improvements mean, generally, those items which are fixed in nature such as wall finishes, fixtures, architectural features, floor coverings, cabinets, window treatments, etc., which were installed subsequent to the original sale of Georgetown Village to Georgetown Village Associates, Inc. in 1985.

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<sup>1</sup> More particularly, the changes are found at the Real Property Article, Section 11-114(g)(2)(iii).

<sup>2</sup> The Association also maintains appropriate worker's compensation insurance as necessary, and fidelity coverage to protect the Association's finances.

#### **NOTE ON OWNERS' RESPONSIBILITIES AND INSURANCE**

Unit owners are encouraged to purchase individual homeowner's insurance (*e.g.*, an HO-6 policy) to cover liability, whether or not they reside in their unit, and to cover property damage inside their unit in case of fire or other peril. Riders are available for additional items, such as jewelry, computers, cameras, and sewage backups. This insurance is available from most property/ casualty insurance companies. Most individual homeowner insurance policies will cover the Master insurance policy deductible which an owner may be required to pay in the event the damage is caused by the owner; your own insurance agent can verify this information for you.

Tenants should consider purchasing "renter's insurance" to cover losses to their personal property and to cover the Master insurance policy deductible. However, a homeowner's insurance policy should be in place, even if the unit is rented, to cover liability and casualty losses not covered by a tenant's renter's insurance.