

Montgomery County Commission on Common Ownership  
Communities (CCOC)

**SETTLEMENT AGREEMENT**

*Between*

**The New Mark Commons Homes Association, Inc. (AKA Association)**

*And*

**Mary E. Triantis (Heir to Helen Charles) (AKA Homeowner)  
CCOC case 2020-046**

**WHEREAS**, the parties are in dispute regarding the alleged violation of the Governing Documents of the Condominium, specifically concerning Article X of the Covenants with regards to the Roof and Shingle color.

**WHEREAS**, the parties, after full and complete negotiation and mediation, have voluntarily decided to settle the above dispute(s) arising on or before the date of execution of this Agreement:

**NOW THEREFORE**, the Parties enter into the following agreement for the mutually convenient settlement of all disputes:

- A. **No Enforcement Against Current Roof.** The Association agrees to forgo enforcement against the non-conforming roof at the property located at 238 New Mark Esplanade, Rockville, MD 20850 (the "Property") until such time that the roof is replaced and/or a majority of the roof is repaired, at which time the Homeowner and/or any future owners of the Property shall bring the Property's roof into full compliance with the Association's Governing Document, including but not limited to all Architectural Rules and Regulations regarding roof and shingle color.
- B. **Notice to Future Purchaser.** The Homeowner shall notify any prospective purchaser of the Property of this Settlement Agreement by including a copy of this Settlement Agreement with the disclosures provided in connection with the sale of the Property. The Homeowner's failure to comply with this provision shall not deprive the Association of its right to enforce its Governing Documents against the new owner(s) of the Property.
- C. **No Precedent.** This Settlement Agreement shall not serve as precedent for any other non-conforming roofs or other architectural features in the Association, for any violations of the Association's governing documents, and/or for any non-enforcement by the Association. There are no third-party beneficiaries to this Settlement Agreement and this Agreement shall not be relied upon by any third-parties.
- D. **Dismissal.** Upon full execution of this Settlement Agreement, the Association shall dismiss the above-referenced CCOC case.

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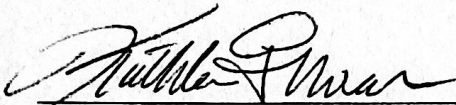
Be it resolved that both parties also agree to:

1. **BINDING EFFECT.** This Agreement shall be binding upon the Parties' respective heirs, successors, assigns, and personal representatives. Each party has been apprised of its rights regarding the settlement, and enters into the settlement freely and voluntarily.
2. **NEGOTIATED TRANSACTION.** Each of the Parties has participated in the drafting and negotiating of this Agreement; accordingly, for all purposes, this Agreement shall be deemed to have been jointly drafted by the Parties.
3. **REPRESENTATION OF AUTHORITY.** Each person signing this Agreement hereby represents and warrants that he or she has the authority to bind the entity on behalf of which he or she has signed
4. **SEVERABILITY.** If any portion of this Agreement is held invalid or unenforceable, all remaining portions will remain valid and enforceable.

## AGREED BY

**Complainant**

**Respondent**



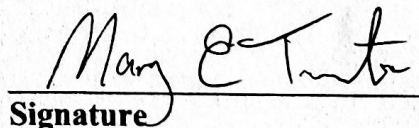
Signature

Kathleen F. Moran

Printed name

**President, Board of Directors  
The New Mark Commons Homes  
Association, Inc.**

Dated: 6-26-2020



Signature

Mary E. Triantis

Printed name

**Mary E. Triantis (Heir to Helen Charles)  
238 New Mark Esplanade  
Rockville, MD 20850**

Dated: 6/26/2020