



**MUTUAL
SIXTEEN
RULES**

MUTUAL 16 RULES

November 12, 2024

Overview

This document contains the rules that have been adopted by the Mutual 16 Board of Directors (BOD). The full bylaws and other governing documents can be found at LWM16.com. Upon purchase of a unit, owners should be given a copy of these rules along with their closing documents. In addition to these rules, the laws, rules, and policies of the State of Maryland, Montgomery County, and Leisure World also apply to Mutual 16 residents and visitors.

The Mutual 16 Rules are the requirements for unit owners, residents, and visitors regarding the use, management, and maintenance of the general common elements, limited common elements, and residential units (see “Definitions,” below). These rules have been established to promote the safety and welfare of the residents and visitors, preserve the value of the properties, and protect the Mutual’s architectural integrity and aesthetics. The BOD expects all residents to honor Mutual 16 Rules for the good of the community and to abide by the Rules in good faith.

Table of Contents

Definitions 3

1. *Occupancy*..... 4

2. *Leasing*..... 4

3. *Insurance* 4

4. *Mortgages*..... 5

5. *Prohibited Uses*..... 5

6. *Landscaping*..... 7

7. *Architectural Changes and Other Modifications*..... 8

8. *Flagpoles*..... 9

9. *Electric Vehicles* 9

10. *Parking*..... 9

11. *Car and Vehicle Washing* 10

12. *Garage Doors*..... 10

13. *Golf Cart* 10

14. *Pet Control*..... 10

15. *Solicitations*..... 10

16. *Noise*..... 10

17. *Garage, Estate Sales, and Open Houses* 10

18. *Remedial Action and Fines*..... 11

Appendix A: Mutual 16 Electric Vehicle (EV) Charging Rules..... 13

Appendix B: 2024 EV Registration Form..... 16

Definitions

Application for Building Modification (ABM): A form used for requesting any structural change to the interior of the unit or any change to the exterior of the unit. The application may be requested from any member of the Board of Directors or from the Property Manager. The form can also be downloaded from the Mutual website.

Board of Directors (BOD): Unless otherwise specified, always refers to the Council of Unit Owners Mutual 16 Condominium of Rossmoor Board of Directors.

Common Elements: All of Mutual 16 minus the condominium units and the limited common elements.

Limited Common Elements: Areas immediately adjacent to the Residential Units that are reserved for the exclusive use of the owner of the unit. Examples include the rectangular concrete slab immediately outside the front door of each unit, atrium (space between the garage and primary bedroom in the Barstow model), and patio areas.

Management Agent: The Leisure World of Maryland Corporation providing a variety of services to the Mutual. These include, but are not limited to, accounting, secretarial services, grounds management, property management, and contract negotiations.

Resident: A person who lives in the unit for an extended period. A resident is not necessarily the unit owner. A tenant or lessee is a resident.

Residential Unit: A residential unit includes the interior of a residence as defined by the interior walls. In addition, the residential unit includes the mechanical equipment and appurtenances located outside the interior walls of a unit (air conditioning equipment, etc.). Interiors of Florida rooms and garages are considered part of the unit.

Unit Owner: The owner of a unit. The owner of a unit is one or more persons, a corporation, a trust, or any entity that owns the unit. The unit owner has one vote on all matters relating to the Mutual.

Mutual 16 Rules

1. Occupancy

- a. It is the policy of Leisure World and Mutual 16 to provide housing for senior persons. One of the unit owners or lessees shall be 55 years of age or older. Any deviation from this age requirement shall be subject to review and approval by the Mutual 16 Board of Directors.
- b. The number of persons who may be residents of a unit in the Mutual shall not exceed three (3) in two-bedroom units and four (4) in three-bedroom units.
- c. The unit owner or a tenant, if any, is responsible for the behavior of all residents of the unit and any guests of the resident and for the adherence of residents and guests to the rules and other requirements of Mutual 16, including the requirements of its bylaws.
- d. A unit owner who leases their unit shall certify to the Board of Directors in writing, before the lessee occupies the unit, that the lessee has been provided a copy of the rules and requirements, including the age limit, applicable to the Mutual, its residents, and the Leisure World Community.

2. Leasing

- a. No more than five units (of the total of 95) in Mutual 16 shall be leased at one time.
- b. A unit owner seeking to lease their unit shall first check with the Board of Directors to ensure that five units have not already been leased.
- c. Leasing a unit for less than three (3) months is prohibited.
- d. When a unit is leased, the owner shall furnish the Board of Directors a copy of the signed lease.
- e. A unit owner who fails to comply with the lease provisions will be subject to penalties determined by the Board of Directors.

3. Insurance

The Mutual owns the exterior of the unit and land and is responsible for the maintenance and insurance on the exterior. The unit owner is responsible for insuring the interior of the unit to include any modifications to the interior, therefore, the unit owner shall acquire and maintain an HO6 policy for the interior of the unit which covers improvements and betterments to the condominium unit,

installed in the unit by an owner at their expense. The unit owner shall send a certificate of this insurance to the Board of Directors at renewal each year.

The HO6 policy should also cover liability claims, damage to the contents, and additional living expenses if the resident is unable to stay in the residence due to a covered incident. Further, the HO6 policy should fully cover the deductible of Mutual 16's insurance policy.

4. Mortgages

Every unit owner shall notify the Board of Directors if they have a mortgage and provide the name and address of the mortgage company. Mutual 16 bylaws require the mortgage company be notified when the Mutual is voting to change the bylaws or when it is putting a lien on the property.

5. Prohibited Uses

a. All units shall be used exclusively for private residential purposes.

No activity or practice may be carried out that may be an annoyance to the neighborhood or other unit owners.

b. Nothing shall be done, stored in, or maintained in any unit or on any of the common or limited common elements which would increase the rate of the Mutual's insurance or result in the cancellation of its insurance.

c. No flag shall be displayed in or from any unit or in the common or limited common elements except for the American flag, a US state flag, or a current US service flag.

d. No trash shall be burned. No litter, trash, trash cans, flammable items, or new or used building materials shall be stored on any of the common elements or limited common elements. Certified propane tanks, up to 20 pounds, are exempt from this provision and may be stored on limited common areas.

e. Trash, garbage, recycling, and cardboard and paper for collection, shall not be placed on the common or limited common elements earlier than 3:00 PM on the day before pick-up. Trash shall be placed in lidded trash cans or sturdy plastic trash bags to prevent being broken into by animals. *Trash and recycle containers should be removed from the common and limited common elements as soon as possible after pickup.*

- f.** Placing any temporary structure, including but not limited to, portable storage container, trailer, tent, or other outbuilding on any of the common or limited common elements, requires permission of the Board president.
- g.** No clothing, laundry, or the like shall be hung from any part of any of the common or limited common elements.
- h.** Awnings are prohibited.
- i.** No outside television or radio aerial or antenna, dish, or other aerial or antenna, for reception or transmission, shall be maintained upon or adjacent to any condominium unit unless it is approved by the Board of Directors using the ABM process.
- j.** Only gas and electric grills are allowed for outdoor cooking. No charcoal grills or fire pits are permitted in the Mutual due to insurance company restrictions.
- k.** Outdoor cooking is permitted on the unit's limited common elements as well as the grass areas of the general common elements adjacent to the resident's unit.
- l.** A certified propane tank up to 20 pounds shall be used according to manufacturer's directions and shall never be stored inside the unit including within the garage.
- m.** A generator shall be used according to manufacturer's directions. When one is used during a power outage, it shall not be turned on or run in the house or in a garage unless the garage is fully open. The generator shall only be run when its exhaust is directed away from windows and doors. If used in a fully open garage, the generator shall be at the entrance with the door open and exhaust pointed outwards.
- n.** No unit owner may engage or direct any employee of the Management Agent on any private business of the unit owner during business hours.
- o.** *If exterior to the unit, wheelbarrows, hoses, and garden equipment or tools of any sort should be neatly stored.*
- p.** No commercial activities are allowed on the common or limited common elements.
- q.** No power-washing the exterior of the unit (siding, brick, stone) by residents is allowed.

6. Landscaping

- a. The areas within 5 feet of the outer wall of the unit (or further if contiguous) which are planted or hardscaped are the unit owner's responsibility to maintain. These areas shall be maintained free from weeds and dead plant materials.
- b. In the judgment of the Board of Directors, anything in the unit owner's area of responsibility which has the potential to damage the outside of the unit is prohibited. This includes, but is not limited to, the soffits, siding, gutters, and roofs.
- c. Anything that impedes mowing, snow removal, or reasonable maintenance is not permitted.
- d. Ivy or any plants that adhere to bricks, stone, siding, or mortar are prohibited. The planting of invasive plants like, but not limited to, bamboo is prohibited and the unit owner is responsible for removal at their expense.
- e. The non-paved areas immediately around the unit are intended for plantings and hardscape materials. These shall be kept in harmony with the aesthetics of the Mutual as determined by the Mutual 16 Board.
- f. Beds may be planted in the common elements adjacent to an owner's lead walks and driveways at the owner's expense, provided that such beds do not interfere with grass cutting and snow removal. Prior to installation, the beds shall be approved by the Board of Directors, using the ABM process elsewhere described. The unit owner shall take full responsibility for the proper year-round maintenance of the beds and these beds shall become the responsibility of future owners of the unit.
- g. Trees may be planted in grass areas of the general common elements adjacent to the requesting owner's unit at the expense of said owner if approved in advance by the Board of Directors. An approved ABM is required. The Mutual may from time-to-time plant trees in the common elements at the Board of Directors discretion. All trees planted in the common elements shall become the property of Mutual 16 and will be cared for by the Mutual at its expense.
- h. No artificial flowers shall be displayed in common or limited common elements. Fences to protect plants are not allowed without prior approval of the Board of Directors. *Yard art and decorative non-organic additions to flower beds are*

discouraged but should be tasteful and limited in scope as determined by the Board of Directors.

- i. Bird feeders are discouraged because of their potential to attract noxious pests. If unit owner has a bird feeder, it cannot obstruct lawn mowing or snow removal.*
- j.** With the exception of birds, feeding wildlife is prohibited.

7. Architectural Changes and Other Modifications

- a.** The Mutual will maintain any approved changes to siding and roofing; except maintaining any skylights will remain the responsibility of the unit owner.
- b.** Prior to modifying the unit, the unit owner shall submit an ABM describing those changes in detail and shall secure Board approval for the changes. The ABM form is available from the Mutual Services Department or at LWM16.com. Changes which require an approved ABM include, but are not limited to:
 - 1) *Interior structural modifications:* These include, but are not limited to: moving, eliminating, or substantially modifying an internal or external wall; adding or eliminating a door or window; altering of ceiling and roof structures for any reason, including installing fan, vent, additional access to the attic, covering the atrium, adding living space in the garage, or changing the Florida room.
 - 2) *Upgrading power service:* This includes adding a circuit for any reason; for example, to install a Level 2 Electric Vehicle charging station.
 - 3) *Exterior modifications:* Examples of exterior changes include, but are not limited to, installing fences, gates, trellises, new windows; adding patios or shutters, painting doors, altering outside lighting, and building walls.
- c.** All additions, alterations, enclosures, and other changes shall conform to the most recent Montgomery County Building Codes. Prior to the start of work, the unit owner is responsible for obtaining necessary structural, electrical, plumbing, or other building permits.
- d.** All exterior changes shall be compatible and harmonious as to general style, color, siding, decor, and other exterior aspects of the Mutual as a whole and require an approved ABM.

- e. When adding or modifying rooms in the unit:
 - 1) The atrium may be enclosed. The exterior elevation of the atrium roof shall not be lower than the exterior elevation of the roof of the contiguous unit and garage.
 - 2) A portion of the garage may be converted to a room. However, there shall be sufficient space left in the garage to park a full-sized vehicle.
 - 3) If any construction involves adding weight to the floor of the unit, the owner shall ensure that floor slabs are provided with suitable and adequate footings, foundations, and reinforcing steel.

8. Flagpoles

A flagpole may be put in the ground but in such a way that there is no interference with lawn maintenance. An approved ABM is required to install a flagpole.

9. Electric Vehicles

Since electric vehicles are subject to change over time, the current Mutual 16 rules regarding electric vehicles and charging are provided in Appendices A and B. Unit owners shall register their vehicle(s) with the Mutual 16 Board of Directors and pay to cover the additional cost of electricity for charging of each electric vehicle they own. The amount paid shall be established by the Board of Directors and reviewed on at least an annual basis. Prior to installing a Level 2 EV charging station, unit owners shall have an ABM approved by the Board of Directors. Changes to the rules and registration form are subject to the decision of the Board of Directors.

10. Parking

- a. No unregistered vehicles shall be parked in common elements. All vehicles parked on a day-to-day basis shall belong to residents and shall have both a currently valid license tag and a Leisure World windshield sticker. The only exception to the foregoing would be in the case of a guest possessing a guest card and staying in the residence where parked.
- b. No commercial vehicles may be parked in the common or limited common elements overnight. Any trailer, camper, bus, boat, or boat trailer shall be parked in the garage.
- c. Each garage shall have space inside to park a full-size vehicle.
- d. Vehicles shall not obstruct the neighbor's driveway or impede traffic.

11. Car and Vehicle Washing

Only vehicles owned or leased by a resident of the Mutual shall be washed in the Mutual.

12. Garage Doors

Garage doors should be kept closed whenever possible.

13. Golf Carts

Carts shall not be driven or parked on any unpaved areas within the Mutual except when conducting official Mutual 16 business.

Golf carts should be parked in the garage.

14. Pet Control

- a. Pets shall be kept on a leash while outside the unit and owners are responsible for cleaning up after their pet and depositing the waste in their own trash containers. Pets shall not be allowed to produce sounds that are loud and persistent enough to disturb another person's quiet enjoyment.
- b. All stray animals are to be reported to the Main Gate.
- c. Montgomery County ordinances regarding pets are in effect and shall always be observed, including licensing and immunizations.
- d. Invisible electronic fencing is not permitted anywhere in Mutual 16.
- e. Pet owners are liable for any loss, damage, or injury caused by their animals.

15. Solicitations

Door to door solicitations for any purpose are prohibited within the Mutual.

16. Noise

Moving vans and construction are prohibited between the hours of 7:00 PM and 7:00 AM. All residents of Mutual 16 are subject to the Montgomery County Noise Control Ordinance (<https://bit.ly/3rbiOTP>). *Care should be exercised from 9:00 PM to 7:00 AM to avoid excessive and disturbing noise.*

17. Garage, Estate Sales, and Open Houses

Mutual residents or heirs desiring to conduct open houses, estate sales, or garage sales shall submit a written request to the Security Office of Leisure World of Maryland Corporation using the Leisure World approved form. It is the responsibility of the resident or the heirs to assure that the items to be sold in garage or estate sales are restricted to those owned by the resident. Any heirs, residents, or brokers who do not comply with these conditions shall not be permitted to conduct

future open houses or sales in the Mutual.

Upon approval by Security and notification of the Mutual, the open house or sale may be advertised and held either by the resident or an established broker.

18. Remedial Action and Fines

- a.** The Board of Directors has the authority to enforce or modify any rule in this document per the Mutual 16 bylaws and the Maryland Condominium Law.
- b.** The Board of Directors may arrange for the removal or alteration of any objects of property placed or maintained on the common or limited common elements in violation of these rules or the Mutual 16 bylaws at the expense of the unit owner. The Board of Directors shall provide a reasonable notice to affected residents of action to be taken under this subsection.
- c.** A bill for expenses incurred in such action by the Mutual, or a penalty determined by the Board of Directors, will be payable no later than a date set by the Board of Directors. Any amount not paid on time will become delinquent.
- d.** A fine may be assessed for violations by a unit owner after being notified in writing of the violation as follows: First month \$50.00; second month \$100.00; and \$300.00 per month thereafter until corrected. If after four (4) months, the issue is not resolved, and/or fines are not paid, then the Board of Directors will determine what other action is required, including, but not limited to, placing a lien on the property.
- e.** All fines may be adjusted by the Board of Directors at any time.
- f.** The Board of Directors shall not impose a fine or infringe upon any other rights of a unit owner or other occupant for violations of rules until the following procedure is followed:
 - 1) Written demand to cease and desist from an alleged violation is served upon the alleged violator specifying:
 - a) The alleged violation.
 - b) The action required to abate the violation.
 - c) A period, not less than 15 days, during which the violation may be abated without further sanction.
 - d) Further violation or continuing violation of the rule may result in the imposition of sanction after due notice and hearing.

- 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 serves the alleged violator with written notice of a hearing to be held by the Board in executive session. The notice shall contain:
 - a) The nature of the alleged violation.
 - b) The time and place of the hearing, which time may not be less than 10 days from the giving of the notice.
 - c) An invitation to attend the hearing and produce any statement, evidence, and witnesses on their behalf.
 - d) The proposed sanction to be imposed.
- 3) A hearing occurs at which the alleged violator has the right to present evidence and present and cross-examine witnesses. The hearing shall be held in executive session pursuant to this notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered into the minutes of the meeting by an officer of the Board of Directors. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
- 4) A decision pursuant to these procedures shall be appealable to the courts of Maryland.
- 5) If any unit owner fails to comply with a decision rendered pursuant to these rules, the unit owner may be sued for damages caused by the failure or for injunctive relief, or both, by the council of unit owners or by any other unit owner.

Appendix A: Mutual 16 Electric Vehicle (EV) Charging Rule

I. Introduction

Mutual 16 has existing Rules requiring an approved Application for Building Modification (ABM) for any modification of a Unit’s power panel. In compliance with Maryland’s October 2021 “Right-To-Charge” Law (HB0110), Mutual 16 does not intend to create any Rule that prevents the reasonable charging function of an EV; but it is important that such functions are controlled as to appearance and location of any equipment installation that is *exterior* to the Unit. Accordingly, the purpose of these EV Charging Rules is to reasonably control use and location to protect home values and aesthetics in the Mutual, without unreasonably interfering with EV charging. These Rules only apply to an EV with a state-issued license plate. Electric wheelchairs, electric scooters, e-bikes, and golf carts are not included.

II. Definitions

BEV: Battery Electric Vehicles are powered entirely by electricity with a battery that is rechargeable with an external plug. A BEV has no Internal Combustion Engine (ICE), no fuel tank, and no exhaust pipe.

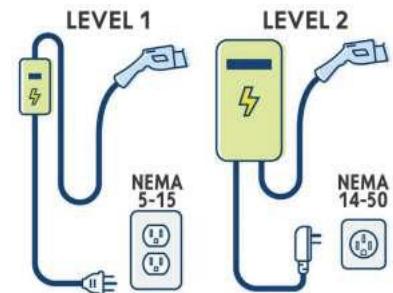
PHEV: Plug-in Hybrid Electric Vehicles are powered by a fuel-based ICE, as well as an electric motor with a battery that is rechargeable with an external plug.

Level 1 (L1): Also known as a “Trickle Charger,” the

L1 charger for BEV and PHEV uses a standard 120V wall outlet (NEMA 5-15), typical for residential use. Every EV is sold with a L1 charging cable. These cables plug directly into common 120V outlets and do not require any installation – just plug and play. The National

Electrical Code® specifically exempts 120V chargers from dedicated circuits. While not legally necessary, a unit owner may choose to install a dedicated circuit for their L1 charger, and this optional modification to the power panel would require an ABM.

Level 2 (L2): L2 charger for BEV and PHEV uses a 240V outlet (NEMA 14-50), for residential and commercial use. L2 chargers use a 240V outlet shaped like the one used by clothes dryers or ovens. L2 chargers require a dedicated circuit



and modification to the power panel, and therefore require an ABM. A L2 charger can also be hardwired and a L2 charger is 6× faster than a L1 charger.

III. Rules

These rules, regulations, and guidelines apply to all EV-related modifications to the power panel.

A. Approval of Installations

- 1) Detailed plans for installation and placement of any power panel modification and equipment shall be submitted to the Mutual 16 Board of Directors (BOD) using the ABM and receive written approval from the BOD prior to such modification.
- 2) As before (in the current ABM process), the unit owner shall secure any required permits and meet all applicable standards and requirements imposed by national, state, or local authorities.

B. Types and Location of EV Charging Equipment

- 1) Only commercial or professionally made charging systems are allowed.
- 2) Interior garage located EV charging systems are preferred.
- 3) Exterior located EV charging systems, whether standalone or affixed to the exterior of the unit, are permitted with the following conditions: the installation is located at the least visible exterior location that is also adjacent to the garage; and if possible, an exterior located system should match the color scheme of the unit.

C. Use of EV Charging Equipment

Vehicles using a unit owner's charging system shall be charged in the unit's garage or in the unit's driveway. Charging is never permitted for vehicles parked in the street.

D. Previously Installed Charging Equipment

Any charging system already installed prior to the adopted date of this policy is grandfathered-in; provided, however, that if the charging system so grandfathered-in is later replaced by another or newer charging system, the new charging system will be fully subject to compliance with these rules and regulations. Regardless of the date of installation of the charging system, all unit owners shall comply with the rules and regulations regarding the system's maintenance and use.

IV. Fees

To properly assess and collect fees, all Electric Vehicles with an external plug shall be registered with Mutual 16. Residents shall use the current Electric Vehicle Registration form, available from the office of the Property Manager, or from the website. Unit owners are responsible for maintaining registration records including addition of new vehicles and removal or replacement of existing vehicles. Fees are subject to change at the discretion of the BOD. As of the adopted date of these Rules, Mutual 16 has set a flat per-month fee.

BEV: \$15.00 per month per vehicle

PHEV: \$7.50 per month per vehicle

V. Fines

After due process, unit owners will be fined for violation of these Rules by themselves, their tenants, or their guests.

VI. Rule Enforceability

If any portion of this Rule is determined to be legally unenforceable, it shall not negate the enforceability of the remaining portions of the Rule.

Appendix B: 2024 EV Registration Form



BATTERY ELECTRIC VEHICLE

2024 MUTUAL 16 ELECTRIC VEHICLE REGISTRATION

This required Mutual 16 Electric Vehicle (EV) registration only applies to EVs with state-issued license plates. Electric wheelchairs, electric scooters, e-bikes, and golf carts are not included.



PLUG-IN HYBRID ELECTRIC VEHICLE

EV OWNER

DATE	MUTUAL 16 STREET ADDRESS
NAME(S)	
PHONE	EMAIL ADDRESS

EV INFORMATION

YEAR, MAKE & MODEL	COLOR	LICENSE PLATE NUMBER & STATE	TYPE
			<input type="checkbox"/> BEV <input type="checkbox"/> PHEV
			<input type="checkbox"/> BEV <input type="checkbox"/> PHEV
			<input type="checkbox"/> BEV <input type="checkbox"/> PHEV

Charging at home is an *optional* convenience for EV owners. An EV owner may instead choose to charge EV(s) offsite. The EV owner is responsible for keeping this Mutual 16 EV REGISTRATION FORM up to date. A revised EV REGISTRATION FORM is required if an EV is added, removed, or replaced.

each unit. Once set, the amounts of these Mutual 16 fees are subject to an annual review by the BOD. Beyond the annual review, the BOD may adjust the fee at any time when deemed necessary. Any change becomes effective on the first day of the following month if an EV is added, removed, or replaced; or if the fee is adjusted by the BOD. As of January 1, 2024, the BEV fee is \$15.00 / month / vehicle; the PHEV fee is \$7.50 / month / vehicle.

As established by the Mutual 16 Board of Directors (BOD), a monthly fee is assessed per every EV at

EV OWNER'S SIGNATURE CONFIRMS THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE.	EV OWNER SIGNATURE AND DATE
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EV OWNER WAIVES THEIR AT-HOME CHARGING OPTION FOR ALL OF THEIR EVs

With the signature and checked box in this section, the EV owner declares their choice to ONLY charge their EVs offsite. NONE of their registered EVs will EVER be charged with electric power from Mutual 16.

This **certified** declaration exempts the EV owner from the monthly fee.

EV OWNER SIGNATURE AND DATE

RETURN THIS COMPLETED FORM TO THE MUTUAL 16 PROPERTY MANAGER
3701 ROSSMOOR BLVD., SILVER SPRING, MD 20906

— BELOW THIS LINE FOR OFFICE USE ONLY —

