

PET Policy/Rule: All residents are responsible for their own pets and those of any visitor.

* Dogs and cats must be kept on a leash when in residential areas and walkways.

* Animals must be kept away from homes and walkways for toilet purposes. In case of an accident by any pet on any common element, the pet owner is responsible for removing any droppings, wrapping them securely and depositing into the trash.

* Dogs must be kept quiet, whether indoors or out.

* All stray animals are to be reported to the main gate.

* Both Leisure World Community and Mutual 16 prohibit feeding of birds or wildlife. Birdbaths are not permitted on common elements except in wooded areas that do not require grass cutting.

* Montgomery County ordinances regarding pets are in effect and must be observed at all times.

* Fencing of all types including invisible electronic fencing is not permitted anywhere in Mutual 16.

REVISED

EFFECTIVE NOVEMBER 9, 2010

Council of Unit Owners of
Mutual 16-Condominium of Rossmoor, Inc. Bylaws and Mutual Rules

This document is a summary of the principal requirements and prohibitions in the By-laws and also contains the rules that have been adopted by the Board of Directors. Since the parts that apply to the By-laws are a condensation of these By-Laws, the full text should be consulted if more detail is desired. In addition to these rules, the rules of Montgomery County relating to vehicular use and traffic and pet ownership and control also apply.

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1. Occupancy

1.1 At least one of the persons who resides in the unit must be 55 years of age or older.

1.2 No other resident of the unit may be under the age of 50 years except as follows:

1.2.1 A person under the age of 18 years may reside in the unit, but not for an aggregate period of more than 30 days in any calendar year.

1.2.2. Any other person under the age of 50 years may reside in the unit, but not for an aggregate period of more than 90 days in any calendar year.

1.2.3. A disabled relative of a resident of the unit, if such resident is 50 years of age or older, may reside with such resident in the unit. The Board of Directors may grant an exception of this rule under special circumstances.

1.2.4 If a resident of a unit in the Mutual who is 55 years of age or older dies or ceases to reside in the unit and no other resident of the unit is 55 years of age or older, the provisions of paragraph 1.1 do not apply to that unit if (as provided by law) at least 80% of the units in the Mutual meet the requirements of that paragraph.

1.3 The number of persons who may be permanent residents of a unit in the Mutual may not exceed: two (2) in one bedroom units, three (3) in two bedroom units and four (4) in three bedroom units.

1.4 The owner of a unit and its lessee, if any, is each 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 the Mutual, including the requirements of its By-laws.

2. Leasing

2.1 Leasing a unit for less than three (3) months is prohibited. Leasing a portion of a unit is prohibited. When a unit is leased, the owner must furnish the Board of Directors a copy of the lease.

2.2 A unit owner who leases his or her unit shall certify to the Board of Directors in writing, before the lessee occupies the unit, that to the best of his or her knowledge and belief the lessee and other prospective occupants of the leased unit are of good character and are not likely to become a nuisance to or a burden upon the Mutual corporation, other residents of the Mutual, or the Leisure World community; and that the lessee has been made aware of the rules and requirements, including the age limit, applicable to the Mutual, its residents, and the Leisure World Community.

2.3 A unit owner who fails to comply with the lease provisions will be subject to penalties determined by the Board of Directors, including losing the privilege of using the facilities under control or direction of the Mutual.

3. Prohibited Uses

3.1 Except for such temporary non-residential uses as may be permitted by the Board of Directors, all units shall be used exclusively for private residential purposes. No activity or practice may be carried on within the Mutual which is, or which becomes, an annoyance to the neighborhood or other unit owners.

3.2 Nothing (i.e., portable on demand storage units) may be stored nor may any obstruction be placed on any of the common elements without oral approval of an officer of the M16 Board. Such approval shall be granted for no more than one week.

3.3 Without prior written approval of the Board of Directors, nothing may be done, stored in or maintained in any unit, or on any of the

common elements, which would increase the rate of insurance or result in the cancellation of insurance.

3.4 Without prior written approval, of the Board of Directors, no sign, banner or flag of any character may be erected, posted, or displayed, in or from any unit of the common elements. The displaying of the American Flag is exempt from this provision.

3.5 Commercial activities are prohibited.

3.6 No trash may be burned, and no litter, trash or new or used building materials may accumulate within any unit or on any of the common elements; nor may trash or garbage containers be left in the public view except on days of collection and after dark the day before the scheduled collection.

3.7 No structure of a temporary character, trailer, tent, shed, or other outbuilding may be maintained on any of the common elements; nor may clothes lines be maintained on any of the common elements; nor may clothing, laundry, or the like be hung from any part of a unit or on any of the common elements.

3.8 Without the prior written approval of the Board of Directors, no outside aerial, antenna or dish may be installed on any unit or any of the common elements.

3.9 Outdoor cooking is permitted on the grass areas of the general common elements adjacent to the requesting resident's unit provided prior oral approval of a Mutual 16 Board officer is obtained by the resident. Cooking and other outdoor party activities should end by sun down. Excessive noise must be avoided.

3.10 No unit owner may engage or direct any employee of the Management Agent on any private business of the unit owner during the hours the employee is working for the Management Agent; nor

may any unit owner direct, supervise, or in any manner attempt to assert control over such an employee.

4. Landscaping

4.1 Foundation planting is a planting that is within four feet of a wall that has no overhang or within five feet of a wall that has an overhang, within four feet of the edge of a patio or within four feet of the edge of a walkway leading to the entrance of a unit.

4.2 A foundation planting, though consistent with the provisions of the preceding paragraph, is not permitted without the written approval of the Board of Directors if it would extend within four feet of the wall of an adjacent unit (or within five feet, if that wall has an overhang).

4.3 Beds for planting must be maintained in a neat and orderly condition, free of weeds, grass, and dead plant materials. They must be separated from adjacent lawn areas by sufficient mulch or an inflexible barrier in order to avoid interference with the maintenance of the lawn. If unit owner does not maintain this area to the satisfaction of the Board of Directors, arrangements will be made to have the work done and charged to the unit owner including any related fines.

4.4 If rock or gravel is used as a bed, it must be separated from the lawn area by at least six (6) inches of mulch or by a solid inflexible barrier.

4.5 Plantings along a walkway, wall, or patio must be in a continuous bed. Plantings must be at least six inches from any wall, at least six inches inside the edge of the bed that adjoins and lawn area, and at least two feet from any air conditioning unit. Any flexible or inflexible edging in a bed must be at least six inches from the outside edge of the bed that adjoins a lawn area unless it is even with or below ground level or is a solid inflexible barrier (such as garden

timber) sufficient to avoid interference with care and maintenance of the lawn.

4.6 Ivy or other plants that adhere to bricks and mortar are prohibited. If a bed contains any other climbing plants, the plants may not be, in the case of a wall, any portion of which requires periodic painting, closer to that portion of the wall than twelve inches and must be attached to a three quarter inch or one inch non-rusting pipe trellis to a wooden trellis.

4.7 No artificial shrubs or flowers, no vegetable plants, edible fruit bearing trees, or shrubs are permitted unless in a container confined to patio and/or atrium areas.

4.8 Flower beds may be planted in common elements adjacent to owner's lead walks and driveways at owner's expense providing that such plantings do not interfere with grass cutting and snow removal and provided that the owner takes full responsibility for the proper year – around maintenance of said gardens. These plantings shall become the responsibility of future owners of the unit.

4.9 Trees and large bushes 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 by the Mutual 16 Landscape Chair and the Board of Directors in that order. Those plantings shall become the property of the Mutual 16 and will be cared for by said mutual at its expense.

5. Architectural Changes and Other Modifications Applicable to All Mutual 16 Buildings

5.1 A unit owner who wishes to make structural changes to his/her unit must submit an Application for Building Modification (ABM) describing those changes in detail and must secure Board approval for said changes. As used herein, a structural change is the moving, eliminating or substantially modifying an internal or external wall for

any reason, including the addition or elimination of a door or window, the alteration of ceiling and roof structures for any reason, including the installation of a skylight, fan, vent, additional access to the attic, covering the atrium, adding living space in the garage or changing the Florida room.

5.2 If changes to the unit involve incorporating a different type (not make) of heating and cooling systems or the addition of auxiliary heating and cooling equipment or the installation of significantly more powerful electrical kitchen and laundry equipment or the substantial increase in the general lighting so as to require upgrading the primary power service, those changes shall be proposed by an ABM application and must be approved by the Board. If the unit's electrical consumption is projected (by competent LW authority) to increase as a result of the changes proposed, the condo fees for that unit will be adjusted to cover the increased operating expenses of that unit.

5.3 All additions, alterations, enclosures and other changes must conform to Montgomery County Building Codes. The unit owner is responsible for obtaining necessary structural, electrical, plumbing, or other building permits.

5.4 All architectural changes are to be compatible and harmonious as to general style, color, siding, décor, and other exterior aspects of the Mutual as a whole.

5.5 Enclosures are to be of a permanent nature, with framing of aluminum, vinyl, steel or termite resistant wood.

5.6 Exteriors of approved Florida Rooms, patio, atrium and bonus room enclosures will be maintained by the Mutual. For this purpose, a continuing extra monthly charge will be added to the condominium fee.

5.7 All floor slabs are to be provided with suitable and adequate footings, foundations, and reinforcing steel.

5.8 Adequate insulation must be installed over ceilings and all solid (non-glass) portions of the walls. Attic spaces must be ventilated, when so required by Montgomery County Code.

5.9 Indoor-outdoor carpeting may be installed on atriums, patios and entryways if approved by the Board of Directors.

5.10 Projecting awnings are prohibited.

5.11 External window shutters may be installed at the owner's expense if proposed by owner's ABM and said application is approved by the Board.

5.12 Protective coating or film on windows or doors as a protection from the sun shall be gray tone or some other similarly inconspicuous shade. Highly reflective, mirror-like types of film or coating are not permitted.

5.13 Nothing may be attached to the exterior siding without the approval of the Board of Directors. Provisions must be made to prevent any deterioration to the siding from such attachments.

5.14 One row of glass windows, either two panes or four panes, may be installed in garage overhead doors at the owner's expense. Future maintenance of those glass panels shall be the owner's responsibility.

5.15 Garage doors are to be generally kept closed, except during periods of normal use. During those months when hot temperatures prevail, doors may be kept raised a maximum of twenty inches for ventilation purposes.

6. Bonus Rooms

6.1 The atrium may be enclosed. The exterior elevation of the atrium roof must not be lower than the exterior elevation of the roof of the contiguous residence and garage.

6.2 A portion of the garage may be used for a workroom or living space; however there must be sufficient room to park at least one car.

7. Flag Poles

7.1 Flagpole holders may be put in the ground but in such a way that there is no interference with lawn maintenance.

8. Articles Outside of Units

8.1 Wheelbarrows, garden tools, garden supplies, hose and hose reels, and similar supplies or equipment may not be left on any common elements except when in use. Hoses are to be kept neatly stored when not in use, to avoid interference with lawn mowing.

9. Parking

9.1 No unlicensed vehicles are to be parked in common element areas or unassigned parking spaces. All vehicles parked on a day-to-day basis must belong to residents, and must 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 is staying in the residence where parked.

9.2 Trucks, including pick-ups, trailers, oversize campers, buses, boats, and boat trailers shall not be parked anywhere in the Mutual except in a garage. Exceptions are trucks for deliveries, repair services, construction, landscaping, and similar services.

10. Car and Vehicle Washing

A vehicle, which does not belong to a permanent resident of the Mutual, may not be washed in the Mutual.

11. Golf Carts

11.1 Golf carts may not be parked on any common elements or in front of residence units except for brief periods. Off street areas designated for parking may be used for golf carts, but such parking will be restricted to Mutual 16 residents only.

11.2 Golf carts may not be driven on any unpaved areas within the Mutual.

12. Pet Control

12.1 The following applies to both residents and visitors:

12.1.1 Dogs and cats must be kept on a leash while in residential areas and walkways.

12.1.2 Animals must be kept away from homes and walkways for toilet purposes. In case of accidents by any pet on any of the common elements, the pet owner is responsible for removing droppings, wrapping them securely and depositing in the trash.

12.1.3 Dogs must be kept quiet, whether indoors or out. 9

12.1.4 All stray animals are to be reported to the Main Gate.

12.1.5 Both Leisure World Community and Mutual 16 prohibit feeding of birds or wildlife. Birdbaths are not permitted on common elements except in wooded areas that do not require grass cutting.

12.1.6 Montgomery County ordinances regarding pets are in effect and must be observed at all times.

12.1.7 Fencing of all types including invisible electronic fencing is not permitted anywhere in Mutual 16.

13. Solicitations

13.1 Door to door solicitations for any purpose are prohibited within the Mutual except in such cases and subjects to such limitations as the Board of Directors may approve.

14. Noise

14.1 Care is to be exercised during late evening hours to avoid excessive and disturbing noise, especially from television and radio sets, stereo systems, and any other household source. Truck deliveries, moving vans and construction are prohibited between the hours of 7:00 PM and 7:00 AM.

15. Garage and Estate Sales

15.1 Mutual residents or heirs desiring to conduct estate sales or garage sales must submit a written request to the General Manager of Leisure World Corporation who will forward it to the Mutual for approval. Upon approval by the Mutual, the sale may be advertised and held either by the resident or an established broker. It is the responsibility of the resident or their heirs to assure that the property involved in such sales is restricted to that owned by the resident or other Leisure World residents. Any broker who does not comply with these conditions will not be permitted to conduct future sales in the Mutual.

Remedial Action, Assessments and Penalties

16.1 The Board of Directors may revoke any permission, approval, exception, or privilege provided by or under these rules if the Board of Directors finds that such action is necessary to maintain good order within the Mutual or otherwise safeguard the interests of the Mutual or the welfare of its residents. The Board of Directors may instruct the General Manager or a contractor to remove or alter any objects of property placed or maintained on the common elements in violation of these rules or the By-laws. The Board of Directors shall provide a

reasonable notice to affected residents of action to be taken under this subsection.

16.2 If the Mutual incurs any expense in taking remedial action or because of the disregard or violation of any rule by any owner or resident (or a guest for whom the owner or resident is responsible), the Board of Directors may charge the amount of the expense against the owner of the unit responsible for the violation.

16.3 A bill for expenses incurred in such action by the Mutual or a cash penalty determined by the Board of Directors, shall be payable at the next due date for the payment of the monthly carrying charges in the Mutual, unless the Board of Directors specifies a different payment date for a particular bill or cash penalty. Any such amount not paid on time shall constitute a delinquent assessment for purposes of the By-laws of the Mutual.

16.4 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; and if not corrected in the second month, the fine is \$100.00; and \$300.00 per month until corrected. If, after four (4) months the issue is not resolved and fines are not paid then the Board of Directors will determine what other action is required.

17. Definitions

17.1 The term “condominium unit” (the term “unit” is generally used herein), as well as the terms “general common elements” and “limited common elements”, are defined in detail in the Declaration (Master Deed) – which should be consulted if a precise description is desired. In general:

17.2 A *unit* is the interior of a residence. The lower boundary is the upper surface of the unfinished concrete sub floor; the upper boundary is the lower surface of plywood roof sheeting, to include the roof trusses. Mechanical equipment and appurtenances located

outside the boundaries of a unit and designed to serve only that unit – e.g. air conditioning equipment, compressor pad, tubing, etc. – are considered a part of the unit. Florida rooms, and enclosed patio areas are also considered a part of the unit.

17.3 *Limited common elements* are those adjacent elements reserved for the exclusive use of the owner of the unit. For example, the rectangular concrete slab immediately outside the front door of each unit is a limited common element. Atriums and patio areas are limited common elements.

17.4 *General common elements* are all of Mutual 16 minus the condominium units and the limited common elements.

18. After giving the unit owners 30 days to comment, the Board of directors passed the Electric Vehicle charging rule on 9/12/23

Mutual 16 Electric Vehicle (EV) Charging Rules 2024

I. Introduction

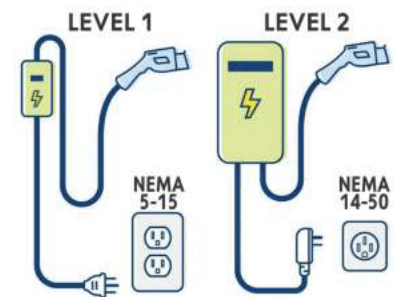
Mutual 16 has existing Rules requiring an approved Application for Building Modification (ABM) for any modification of a Unit’s power panel. In compliance with Maryland’s October 2021 “Right-To-Charge” Law (HB0110), Mutual 16 does not intend to create any Rule that prevents the reasonable charging function 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's 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's 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 must 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 must 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 must 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 must 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 must be registered with Mutual 16. Residents must use the current Electric Vehicle Registration form, available from the office of the Property Manager. 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. Infractions

Mutual 16 does not have “Rules Police.” If a resident sees and reports a violation, that is enough for the BOD to investigate and act. 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. A violation occurs if work starts before a completed ABM is issued or if the materials violate any of the elements in Section II above.

VI. Fines

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

VII. 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.

*** Separate Link to EV Registration on Rules/Who Pays page

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