

# Mutual 14

## Rules & Procedures

The rules, procedures, and guidelines contained in this document have been adopted by a Resolution of the Mutual 14 Board of Directors effective November 1, 2013.

This document will supersede any rule, procedure or guideline previously adopted by the Board.

# Table of Contents

Governing Documents .....	3
Defining our Spaces .....	4
Exceptions to a Rule .....	4
Use Restrictions .....	5
Age Limitations .....	5
Occupancy .....	5
Caregivers .....	6
<i>Sample: M14 Caregiver/Occupant Registration Form...</i>	7-8
Rentals and Tenants .....	9
Procedures for Renting a Unit in M14 .....	10
<i>Sample: Addendum to a Lease Agreement for M14 ...</i>	11
Moving In – Moving Out of Mutual 14 .....	12
Gardens, Planting Containers, and Ornaments .....	13-14
Property Maintenance .....	15
Property Maintenance Committee [PMC] .....	15
Maintenance by the Unit Owner .....	15
Who Pays for What? - A Guide to Payment for Repairs and Replacements .....	16
Who Pays for What? – List of Services .....	17
Building Modifications .....	18
Procedures for Building Modifications in M14 .....	19-20
<i>Sample: Application for Building Modifications [ABM] ....</i>	21-22
Committees .....	23
Storage .....	23
Carport Storage .....	23
Estate Sales .....	24
Signs and Solicitation .....	24
Motor Vehicles, Golf Carts, and Parking .....	25
Electric Automobiles .....	25
Pets .....	26
<i>Sample: M14 Pet Registration Form .....</i>	27
Enforcement of Rules, Sanctions, and Penalties .....	28
Payment of Condo Fees and Assessments .....	29
Important Phone Numbers .....	30

## Governing Documents

There are a number of documents that organize and regulate Mutual 14 as a condominium:

The Declaration is the Master Deed, filed with the County Court. It defines the condominium units, the general and limited common elements, and the covenants and restrictions.

The Bylaws tell us how we are organized and managed, and how decisions can be made. They also define the use restrictions and enforcement powers that are the basis for our Rules. Mutual 14's Bylaws can only be changed with the approval of 66 2/3% of the unit owners.

The Rules don't replace the Bylaws or necessarily repeat them. They expand on them, establishing what residents can and cannot do, and how they should behave. In Mutual 14, any Rule can be changed by an action of the Board of Directors after due notice and comments from unit owners and tenants.

Guidelines are a suggested course of action. Procedures are instructions on how to perform that action.

**This document has been developed for use in conjunction with the Bylaws of Mutual 14. Its' purpose is to:**

- Inform residents of the restrictions, privileges, & responsibilities of living in Mutual 14.
- Promote a peaceful and harmonious environment within our community
- Assure the safety and well-being of all residents

## **Defining Our Spaces**

Ref: Declaration Article IV, Section 1 & 2, pages 4-5

It will be useful to know the two kinds of common elements referred to in these Rules so that you may understand the rights and responsibilities of Unit Owners and the Mutual:

“General common elements” are for the use and enjoyment of all residents and their guests. These are the shared spaces that include (but are not limited to) roofs and exterior walls, sidewalks and streets, the park, the lawns, planting beds not bordering a unit, lobbies and atriums, and open parking areas.

“Limited common elements” are spaces reserved for a single residential unit and their guests.

- In apartments: the first floor patios and the second and third floor balconies (whether open or enclosed), and assigned carport bays.
- In houses: the decks, patios, and Florida rooms, and the slabs immediately outside front doors.

“Common elements” shall be understood to mean both General and Limited, unless otherwise specified.

## **Exceptions to a Rule**

The Board of Directors may allow an exception to a rule for a resident in special circumstances, for a specified period of time, in order to avoid undue hardship or for other compassionate reasons. The request for an exception and the Board’s response must be in writing. An exception to a rule granted by the Board may be revoked if the Board finds that a condition of the exception is not being maintained.

Allowing an exception, or failing to enforce a rule in one case, does not mean that the Board of Directors waives their right to enforce that same rule in another case at another time.

## **Use Restrictions**

Ref: Bylaws Article IX, Section 1-3, pages 22-23

### **Age Limitations:**

It is the policy of this Mutual to provide housing for older persons.

1. At least one person who resides in any unit in the Mutual must be 55 years of age or older
2. No other resident of the unit may be under the age of 50 years, except as follows:
  - a) A person under the age of 18 years may reside in the unit, but not for more than a total of 30 days in any calendar year.
  - b) A person between the ages of 18 and 50 years may reside in the unit, but not for more than a total of 90 days in any calendar year
3. If a resident of a unit who is 55 years of age or older dies or ceases to be a resident, and the other resident of the unit is at least 50 years of age but not yet 55, then that resident may be permitted to remain if at least 80% of the units in the Mutual meet the age restrictions.

### **Occupancy:**

1. All persons who intend to reside within the Mutual but who do not have ownership or a lease, must register with the Mutual. [Sample "*Mutual 14 Caregiver/Occupant Registration Form*" attached]
2. Not more than 2 people may reside in a one-bedroom unit, not more than 3 people may reside in a two-bedroom unit, and not more than four people may reside in a three-bedroom unit in the Mutual.
3. The unit owner is responsible for the behavior of all residents and guests of the unit, and for their compliance with the Bylaws, Rules, and other requirements of the Mutual.
4. No noxious or offensive trade or activity shall be permitted in the Mutual. No nuisances, or any use or practice which is a source of annoyance to residents, or interferes with the peaceful use and possession of their property, shall be permitted.

## **Use Restrictions**

Ref: Bylaws Article IX, Section 1-3, pages 22-23

### **Caregivers:**

Any person 18 years of age or older who receives compensation for providing physical care or assistance to a Mutual resident on either a visiting or live-in basis will be considered a caregiver and is subject to the Bylaws and Rules of Mutual 14.

1. The resident must provide the Mutual with a note from a medical professional stating that a caregiver is required.
2. A live-in caregiver must:
  - a) Register with the Mutual and be issued a Mutual 14 Parking ID (if applicable) to be renewed every 3 months, [Sample "*Mutual 14 Caregiver/Occupant Registration Form*" attached]
  - b) Reside in the same unit with the person who requires their services, and
  - c) Vacate the unit if the person requiring their services is away from the unit for more than 30 days.

## Mutual 14 Caregiver/Occupant Registration Form

This form must be completed by the Unit Owner if they have a Caregiver or an Occupant residing in their unit:

- A “Caregiver” is defined as a person 18 years of age or older who receives compensation for providing physical care or assistance to a Mutual resident on either a visiting or live-in basis. Live-in caregivers’ residence is restricted; please refer to Rules of Mutual 14.
- An “Occupant” is defined as a person who intends to reside within the Mutual but who does not have ownership or a lease.

The purpose of this document is only to identify the Caregiver or Occupant, and their vehicles. In the case of Occupants, it is also to ensure that the Unit Owner and the Occupant understand their obligations under Mutual 14’s Bylaws and Rules.

If the Caregiver or Occupant parks a vehicle on Mutual property, that vehicle must be registered with the Mutual. Any vehicle parked on Mutual property for more than 14 days without a LW decal or valid Mutual Parking ID will be subject to fine or towing. Decals are only assigned by Leisure World Security to vehicles of legal residents (owners and tenants). A dashboard Parking ID will be assigned to Caregivers and Occupants by the Mutual.

To obtain a dashboard Parking ID, this form must be presented, along with a copy of the Caregiver or Occupant’s drivers’ license and vehicle registration, to the Rules Committee representative.

### Caregiver Registration:

Please print clearly: Building # \_\_\_\_\_ Unit # \_\_\_\_\_

Caregiver’s Name: \_\_\_\_\_ Caregiver’s Phone #: \_\_\_\_\_

Caregiver’s Emergency Contact Information: \_\_\_\_\_

Medical Copy of Professional’s note attached? \_\_\_\_\_ Driver’s License & Vehicle Registration attached? \_\_\_\_\_

Note: Parking IDs for employees will only be issued for a three month period but may be renewed as needed. A unit owner may request an extension by writing to the Board of Directors.

Unit Owner(s) Name(s): \_\_\_\_\_

Unit Owner’s Signature \_\_\_\_\_ Date: \_\_\_\_\_

Unit Owner’s Signature \_\_\_\_\_ Date: \_\_\_\_\_

## Occupant Registration:

The Unit Owner(s) \_\_\_\_\_ allows

The Occupant \_\_\_\_\_ to reside

in the Condominium Unit # \_\_\_\_\_ in Building # \_\_\_\_\_ in the subdivision of Leisure World known as Mutual 14 Condominium of Rossmoor, Inc.

1. This document does not constitute a lease.
2. The Unit Owner has provided the Occupant with the Bylaws and Rules of Mutual 14.
  - a) The Unit Owner and the Occupant understand that they are each responsible for the conduct of the residents of the unit and their guests, and they are each obligated to comply with the provisions of these Bylaws and Rules, especially those on *age restrictions and limits on occupancy*.
  - b) The Unit Owner understands that if the Occupant fails to comply, the Unit Owner may be subject to reasonable penalties as set out in those Bylaws and Rules.
  - c) The Occupant understands that a failure to comply shall be grounds for eviction.
3. The Occupant shall keep the premises in a good state of repair, maintenance, and cleanliness, and shall promptly report any defect to the Mutual and the Unit Owner.  
The Unit Owner shall promptly see to the repairs of any defect caused by the negligence or acts of the Occupant, his family, guests, or employees.

Please print clearly:

Occupant's Name: \_\_\_\_\_ Occupant's Phone #: \_\_\_\_\_

Occupant's relation to Owner(s): \_\_\_\_\_

Copy of Driver's License &

Occupant's date of birth: \_\_\_\_\_ Vehicle Registration attached? \_\_\_\_\_

Parking IDs will be issued for no longer than one year. It is suggested that the resident coordinate the Parking ID expiration date with that of their LW Guest Pass.

Owner(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Occupant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Use Restrictions**

Ref: Bylaws Article IX, Section 2, page 22-23

### **Rentals and Tenants:**

1. Unit owners who rent their unit are required to obtain a license from Montgomery County and must give that license number to the Mutual Assistant.
2. Lease agreements must be in writing and for a term of not less than 3 months. A copy of the lease must be filed with the Mutual Assistant.
3. Unit owners and their tenants are required to sign an addendum to their lease [sample "*Addendum to a Lease Agreement for Mutual 14*" attached] stating that:
  - a) The tenant has been provided the Bylaws and Rules of Mutual 14,
  - b) Unit owners and their tenants are each responsible for the behavior of all residents of the unit and their guests,
  - c) Tenants and their guests are required to abide by the rules of this Mutual, and any failure by the tenant to comply with the Mutual rules may be a default under the lease,
  - d) If the unit owner is delinquent in the payment of condo fees or other financial assessments, the Board may demand, in writing, that the tenant make payments of the condo fees directly to the Mutual instead of to the unit owner. The tenant shall make this payment until notified by the Board, in writing, to resume payments to the unit owner.
4. A unit owner who fails to comply with these rules on Rentals and Tenants shall, along with their tenant, be subject to reasonable penalties, including the loss of privileges to use facilities under the control of the Mutual.

## **Procedures for Renting a Unit in Mutual 14**

Landlords and Tenants should direct their questions, file their paperwork, and coordinate their move, with **our Mutual Assistant [301-598-1338]**.

1. The Unit Owner must apply for a License from the county, and that license number must be given to the Mutual Assistant. Contact the Montgomery County Department of Housing and Community Affairs - Licensing & Registration Unit at 240-777-3799.
2. The Unit Owner and the Tenant must each sign a Lease and the “*Addendum to a Lease Agreement for Mutual 14*” [sample attached]. Both documents must be filed with the Mutual Assistant.
3. Tenants must register with the Leisure World Registrar in order to receive a vehicle decal. The tenant will be asked to show proof of their age and sign an ‘age certification’.
4. Tenants are required to purchase HO-4 insurance. Contact your insurance agent.
5. Tenants must follow the instructions in the “*Procedures for Moving In – Moving Out of Mutual 14*” [attached]

The Mutual Assistant will notify Security to admit your moving van into Leisure World when all the paperwork is in order.

## Addendum to a Lease Agreement for Mutual 14

In accordance with Mutual 14 Bylaws Article IX, Section 2 (Leasing), page 22-23

This is an addendum to the lease dated \_\_\_\_\_ between the Unit Owner (Landlord)  
\_\_\_\_\_ and the Tenant (Lessee) \_\_\_\_\_

for the rental of the Condominium Unit # \_\_\_\_\_ in Building # \_\_\_\_\_ in the  
subdivision of Leisure World known as Mutual 14 Condominium of Rossmoor, Inc.

1. The Unit Owner is responsible for ensuring that the Tenant has received the Bylaws and Rules of Mutual 14. The Unit Owner and the Tenant understand that they are each responsible for the conduct of the residents of the unit and their guests, and they are each obligated to comply with the provisions of these Bylaws and Rules, *especially those on age and occupancy limitations*.
  - a) The Unit Owner understands that if the Tenant fails to comply, the Unit Owner may be subject to reasonable penalties as set out in those Bylaws and Rules.
  - b) The Tenant understands that a failure to comply shall be a default under the lease and may be grounds for eviction.
2. The Tenant shall keep the premises in a good state of repair, maintenance, and cleanliness, and shall promptly report any defect to the Mutual and the Unit Owner. The Unit Owner shall promptly see to the repairs of any defect caused by the negligence or acts of the Tenant, his family, guests, or employees.
3. The Unit Owner waives all right to his use and enjoyment of the community facilities and services provided by Mutual 14 and the Leisure World of Maryland Trust. The Tenant is entitled to the sole use and enjoyment of those community facilities until termination of occupancy, expiration of the lease, or sale of the unit, whichever comes first.
4. If the Unit Owner is delinquent in the payment of condo fees or other financial assessments, the Board may demand, in writing, that the Tenant make payments of the condo fees directly to the Mutual instead of to the Unit Owner. The Tenant shall make this payment until notified by the Board, in writing, to resume payments to the Unit Owner.

The signatures of all Unit Owners and all Tenants are required on this document.

Unit Owner:

Tenant:

Unit Owner:

Tenant:

Date:

Date:

# **Procedures for Moving In – Moving Out of Mutual 14**

## Informing the Mutual

As soon you have a moving date, coordinate your move with our  
**Mutual Assistant [301-598-1338]**

## Moving In and Moving Out

**Moves may be scheduled Mondays through Saturdays, between 8:00am & 5:00pm.**

These hours have been approved by the Mutual Board of Directors and moving trucks will not be allowed through the community gates except at these times. In an emergency or special situation call the Mutual President in advance and an exception may be made.

## Elevator Use for Apartments on 2nd and 3rd Floors

The elevator lobbies may be used for staging a reasonable amount of furnishings to be loaded on or off the elevator. The elevator should be loaded, unloaded, and promptly released so that it can be used by other residents of the building between trips.

## Deliveries and Contract Work

May be scheduled between 8:00am and 7:00pm, Monday through Saturday.

## Damages

Unit owners are responsible for damage to Mutual property caused by employees of the unit owner or tenant.

## Removing Debris

1. Any debris (other than ordinary household waste) resulting from work performed by an employee (moving company, delivery company, or contractor) is to be taken away by that employee, not put in the building's trash room.
2. All packing cartons emptied by the resident in the course of settling in should be flattened before placing in or near the recycling bin in the trash room or put on driveways for collection.

## Emergency Telephone Numbers:

Main Gate & Security – 301-598-1044

Physical Properties Department - 301-598-1500

Monday – Friday 8:30-4:30; after hours call Main Gate

## **Gardens, Planting Containers, and Ornaments**

The Board of Directors and its representatives comprising the Landscape Committee have the duty

- To oversee the planting and maintenance of lawns, flowers, shrubs, and trees on the general common elements (shared spaces) of the Mutual and
  - To maintain good order in all garden spaces, general and limited, by enforcing these rules.
1. No resident may plant anything on the general common elements without the approval of the Landscape Committee and the permission of the Board of Directors.
  2. Any plantings installed on the general common elements become the property of the Mutual and, unless specified otherwise, will be maintained by the Mutual. Any plantings on the general common elements, including but not limited to the flower beds, the park, the lawns, and the atriums, are the sole responsibility of the Mutual.
  3. No artificial flowers or shrubs are permitted anywhere on the exterior of the Mutual, except in the lobbies of the apartment buildings.
  4. No bird bath, furniture, ornaments, or other objects may be placed on the common elements, whether general or limited.
  5. Hardware used to permanently attach or hang flower pots, flower baskets or any other ornament on the exterior of the common elements is not permitted [Bylaws: Article X, Section 1; Rules: Property Maintenance/Building Modifications #5].

Note: Those items in place at the effective date of this document will be exempt from the rule as long as they do not cause further damage or present a hazard to the people or property below it. If those attachments are removed, the rule will apply thereafter.

6. No bird feeder or food for birds or other wildlife is permitted anywhere in the Mutual to avoid attracting rodents.
7. In the apartment buildings: any shrubs or trees planted in front of a brick wall, and not part of a unit's extended planting bed, are the responsibility of the Mutual. This includes, but is not limited to, the end walls of the apartment buildings, the end walls of the garages, and the apartment atriums.
8. In ground-floor apartments: the unit owner or their tenant is responsible for the planting bed in front of their patio (whether open or enclosed) which may extend no more than 4 feet from the edge of that patio. In the A and G units, the unit owner is also responsible for the bed lining the walkway from the stairwell to their door.
9. In the plaza houses: the unit owner or their tenant is responsible for the planting beds lining the walls and walkway of their unit, extending no more than 4 feet from the walls of the building or walkway.

## **Gardens, Planters, and Ornaments**

10. All unit owners or their tenants are required to keep their planting beds in a neat and orderly condition, free of weeds, grass, dead plant materials, and other garden paraphernalia.
  - a) Beds must be separated from adjacent lawns by sufficient mulch or an inflexible barrier to avoid interference with lawn maintenance.
  - b) Lawns may not be used as walkways in or through the Mutual.
  - c) Mulch should not pile up against the foundation of buildings, to avoid attracting termites.
  - d) Plantings should be kept at least twelve inches from any air conditioning unit.
  - e) No ivy or other climbing or creeping plant whose habit is to adhere to bricks and mortar or to grow under siding is permitted. If other climbers are planted, they must be attached to a trellis made from non-rusting metal, pressure-treated wood, or composite/vinyl and erected so that the trellis does not touch any part of the building.
  - f) Vegetable planting in beds or on balconies is permitted as long as there are no substantial objections from residents.
11. Second and third floor balconies may not hold planting containers larger than 17" in diameter, and no more than three of that maximum size, to avoid structural stress caused by the weight of soil and water.
12. Flower boxes may be hung from the inside of a balcony railing as long as they present no hazard to the people or property below it, and reasonably fit in with the surroundings.
13. Deer Fencing may be permitted if
  - a) The vertical posts are no more than 5 1/2 feet high and no more than 3/4" in diameter
  - b) Only fine "deer netting" is used
  - c) It is completely dismantled at the end of the growing season, and
  - d) There are no substantial objections from neighbors

## **Property Maintenance**

Ref: Bylaws Article X, Section 1-8, page 28-31

Ref: Bylaws Article XIV, Section 4, pages 43-44

### **The Property Maintenance Committee:**

The Board of Directors and its representatives comprising the Property Maintenance Committee (“PMC”), with contributions from the Architectural Design Sub-Committee, have the duty:

- To initiate and oversee the repair, maintenance, and improvement of the physical structures making up the general common elements of the Mutual.
- To ensure the harmony of design, color, and style on the common elements.
- To select and maintain colors, carpeting, furnishings, and other decorative accents consistent with a contemporary style for the apartment lobbies.
- To adopt guidelines, enforce rules, and issue approvals relating to modifications made to any unit.

### **Maintenance by the Unit Owner:**

1. Damages to any part of the Mutual caused by the actions or negligence of a unit owner, their tenants, families, guests, or pets shall be repaired or replaced at the expense of that unit owner.
2. Unit owners are responsible for maintaining in good order, condition, and repair, at their own expense, the interior of their unit. Unit owners are also responsible for keeping the limited common elements assigned to their unit in a clean, orderly, and sanitary condition.
3. Unit owners are responsible for maintaining the windows and exterior doors of their unit, except for painting the exterior surface of entry doors and exterior window frames which are the responsibility of the Mutual. [See “*Who Pays for What? – A Guide to Payment for Repairs and Replacements*” attached]
4. Antennas: Installing or maintaining an outside aerial, antenna, or satellite dish without prior approval of the Board of Directors is prohibited.
5. Carpeting: Second and third floor units must maintain sufficient carpeting or rugs on a minimum of eighty percent (80%) of the exposed floor surfaces (excepting kitchens, closets and bathrooms) to reduce the transmission of sound to the unit below.
6. Storage rooms on the second floor of the apartment buildings adjacent to the elevators may not be used for any purpose without the written permission of the Board. Equipment rooms on the third floor are not available to residents for any purpose.
  - a) The Board's permission may be given only if it is satisfied that the safety and security of the property of the Mutual and of the residents will not be impaired.
  - b) If it becomes necessary to establish priorities for the use of these rooms, the Board shall give first priority to Mutual property and second priority to the property of residents.

## Who Pays For What? A Guide to Payment for Repairs and Replacements

This document is intended to supplement the rules and procedures established by Mutual 14 pertaining to Property Maintenance. However, final interpretation as to who is financially responsible is reserved to the Mutual 14 Board of Directors.

- The term "resident" refers to the person who lives in a unit (owner or tenant).
- The term "inside of a unit" generally means within the perimeter walls of a unit. Services for repairs and replacements inside of a unit are normally the responsibility of the resident.
- Services for repairs and replacements, inside the perimeter walls and inside the interior walls of the unit, are normally the responsibility of the Mutual.
- Services followed by an (R) will be paid for by the resident or unit owner. A resident or unit owner may also use their own repair company.
- Services followed by an (M) will be paid for by the Mutual. Residents or unit owners must contact the Mutual Assistant, who will make the service request to the Physical Properties Dept. (PPD).
- Except in the event of an emergency, if a unit owner or resident asks the Physical Properties Department to perform work normally paid for by the Mutual, then that work will be paid for by the unit owner or resident.
- Services followed by a (M(R)) will be paid by the Mutual or the resident/unit owner depending on the circumstances.

### In the Event of an Emergency

An emergency is defined as an event in which injury to a person, or damage or destruction to property is imminent:

- During regular business hours call **Physical Properties Department [301-598-1500]**.
- After business hours, on holidays & weekends, call **Security Main Gate [301-598-1044]**.

**NOTE:** If the emergency service required would normally be paid by the Mutual, report the details to the **Mutual Assistant [301-598-1338]** after the event has been handled.

### Damage Caused by Negligence

Damage resulting from pipe breakage, water backup, water overflow, fire or smoke inside of a unit will be charged to the resident or unit owner where the damage originated. A significant change to the Maryland Condominium Act, Section 11-114 (g) regarding the insurance deductible where the cause of the damage originated in the unit was amended effective June 1, 2009 and states: "If the cause of any damage to or destruction of any portion of the condominium originates from a unit, the owner of the unit where the cause of the damage or destruction originated is responsible for the Council of Unit Owners property insurance deductible, not to exceed \$5,000".

## Who Pays for What – Repairs and Replacements

Air conditioning ducts — clean	(R)
Air conditioning filters — repair, replace	(R)
Air conditioning system service — repair, replace	(R)
Air conditioning ducts — repair	(M)
Air conditioning condensation lines stoppage	(M)
Carport, lower cabinet — install, 1 <sup>st</sup> painting, repair	(R)
Carport, auto fluid leaks — clean	(R)
Circuit breaker box, panel — replace	(R)
Circuit breaker—repair or replace	(R)
Circuit breaker box, panel—repair	(M)
Door bell or button — install, repair, replace	(R)
Door, front — damage by resident (case by case basis)	(R)
Door, front exterior — repair, replace, paint	(M)
Door, garage, car — manual mechanism only — repair	(M)
Door, garage, car — repair, replace	(M)
Door, garage, pedestrian — repair, replace, paint	(M)
Door, sliding glass, exterior/interior — repair, replace	(R)
Door, locks, knobs, front exterior — repair	(M)
Door, locks, deadbolt — install, repair, replace	(R)
Door, screen, storm — purchase, repair or replace	(R)
Door, sweep	(R)
Dryer, clothes, vent pipe — clean in 2 year cycle	(M)
Dryer, clothes, vent pipe & cap — repair or replace	(M)
Fireplaces & Chimneys, original — exterior repair	(M)
Fireplaces & Chimneys, added by owner — repair, replace	(R)
Fixtures, interior, plumbing, toilet/sink/tub/shower — repair	(M)
Fixtures, interior, plumbing, toilet/sink/tub/shower — replace	(R)
Florida Rooms, Enclosed Balconies & Patios — structural repairs:	
Installed as original construction	(M)
Installed by owner	(R)
Mail box keys, locks (Apartment Buildings) — repair, replace	(R)
Pests, Wild Animals & Insects — control, removal, spraying:	
In common/limited common areas	(M)
In residences	(R)
If threat to structural integrity	(M)
Plantings, foundation (within 4 feet) —	
install, mulch, replace, prune, weed	(R)
Plumbing, pipes, drains, inside walls, floors, ceilings —	
repair, replace	(M)
Plumbing, Sewer & Drain Stoppages (see In Event of Emergency)	(M/R)
Smoke Detectors, original hard-wired — repair/replace	(M)
Annual Battery Replacement	(M)
Washing Machine — Wall mounted cut off valve:	
Replace original Symmons valve with Watts valve	(M)
Replace Watts valve with Watts valve	(M)
Water, Main shut-off valve — repair, replace	(M)
Water, faucets, exterior silcocks — repair, replace	(M)
Weather stripping, door sweeps	(R)
Windows, regular, storm — clean, repair, replace	(R)
Wiring, electrical, in walls — repair, replace	(M)

## Property Maintenance

Ref: Bylaws Article X, Section 1-8, page 28-31

Ref: Bylaws Article XIV, Section 4, pages 43-44

### **Building Modifications:**

1. A unit owner may not make any significant changes or additions to their unit until they have met the requirements set out in "*Procedures for Building Modifications*" [attached].
2. A copy of the approved ABM, i.e. "*Application for Building Modification*" [sample attached] must be conspicuously posted on an exterior door or window of the unit 7 days before any construction begins and must remain posted for 14 days after construction has been completed.
3. There shall be no deviation from the plans and specifications approved by the PMC without the written consent of the PMC.
4. Alterations within a unit that would affect the unit's structural integrity, the property or welfare of any other unit owner or the cost of maintaining or insuring the Mutual are strictly prohibited.
5. Alterations, installations, or attachments on the exterior of the general or limited common elements (balcony or patio walls, doors, or ceilings) are prohibited. These include (but are not limited to) changes in the structure or appearance (color and style) of buildings, and hardware used to permanently attach or hang flower pots, baskets or any other ornaments.

Note: Hardware used to permanently attach or hang flower pots, baskets or any other ornaments, in place at the effective date of this document, will be exempt from the rule as long as they do not cause further damage or present a hazard to the people or property below it. If those attachments are removed, the rule will apply thereafter.

6. A unit owner who makes any alteration, installation, or attachment on the common elements without the written approval of the PMC and the permission of the Board of Directors may be subject to a fine or other sanction, including a demand for the removal of the addition and restoration to its original condition.
7. A unit owner who constructs or has constructed an addition or other change in the common elements assumes the responsibility for any resulting increase in the cost of maintaining the common elements, whether or not that condition is stated when the change is approved by the PMC or the Board of Directors. See "*Procedures for Building Modification: A Word About Easements*" [attached]
8. The paint used by a unit owner on the exterior surface of a balcony enclosure, carport storage unit, or other part of an apartment building or plaza unit must be matched as closely as possible to the exterior color chosen by the Mutual.

## Procedures for Building Modifications in Mutual 14

### The 'ABM': Application for Building Modification

All Mutuals in Leisure World have Bylaws and Rules that govern the actions of unit owners for the benefit of the community. One such requirement is the need to gain written approval from the Mutual's Property Maintenance Committee or Board of Directors before making any substantial architectural or structural changes to your unit. **The ABM procedure was established to ensure that building modifications, renovations, or alterations are performed in a safe and professional manner in accordance with all applicable code requirements.**

**NOTE:** *It is premature to sign any contractor's proposal to perform work, purchase any materials for the job, or give any contractor deposit money until the Mutual Board has approved your application.*

1. Get an ABM (Application for Building Modifications) from the Mutual Assistant or download the form from [www.mutual-14.org](http://www.mutual-14.org) or [www.lwmc.com](http://www.lwmc.com) and fill it out.
2. Return the completed ABM to the Mutual Assistant who will forward it to PPD (Physical Properties Department). PPD will review your request and make any pre-inspections necessary to provide comments for your Board of Directors.
3. Your application and PPD's comments are then reviewed by Mutual 14's Property Maintenance Committee, and they add their comments.
4. Finally, the Board of Directors reviews your application and all the comments and makes a decision to approve, modify, or reject your request.
5. A copy of the approved ABM must be conspicuously posted on an exterior window of your unit 7 days before any construction begins and must remain posted for 14 days after construction has been completed.

On occasion, the Mutual Board will require that the unit owner employ the services of PPD as an outside inspector to insure the work is done in accordance with the approved plans, specifications and code requirements.

By following these procedures, we can help to insure that all work is done in a professional manner throughout Leisure World for the benefit of the entire community.

### Standards for Balcony Enclosures in Apartment Buildings

In order to preserve harmony of design in the exterior of the apartment buildings, Mutual 14 has set the following standards:

1. Enclosures for the first and second floor are to be constructed with glass or screen panels in pre-finished, metal frames which will extend from the floor to the height of 6' 8". The area between the top of the glass or screen panels to the ceiling is to be finished in white aluminum panels, 12" wide with center groove, and 1/2" plywood backing shall be installed under this aluminum siding.
2. Enclosures on the second and third floor are to be constructed inside the hand railing.
3. Enclosures on the third floor are to be constructed with pre-finished metal frames which extend from the floor to the ceiling.

## What are “significant changes”?

What constitutes "a significant architectural or structural modification"? The following are examples of changes that are not significant and **DO NOT require an ABM.**

- Interior painting
- Replacement of existing floor coverings
- Replacement of an existing appliance in its original location
- Counter top and/or cabinet replacements with no layout changes requiring plumbing or electrical modifications
- Replacement of an existing storm door of the same color.

Some examples of modifications that **DO require an ABM.**

- Adding/replacing windows and doors
- Adding new space with a Florida room or by enclosing an existing patio/balcony/atrium
- Converting garage space into living space (adding a bonus room)
- Lighting or electrical modifications (except for "in kind" light fixture replacement)
- Plumbing and HVAC modifications
- Kitchen renovations involving counter top and/or cabinet replacement with layout changes
- Renovations involving appliance relocations, electrical circuit and/or plumbing modifications.

These examples are not intended to be an all-inclusive list. If you have any doubts, please submit the ABM. **If you need further clarification, call the Chairman of the Mutual's Property Maintenance Committee**, or the Director of the Physical Properties Department.

## A Word on Easements

An easement is required when property from one entity is taken over by another entity. Some owners want to extend the size of the Florida rooms at the back of their units, not deepening it but extending it along the back of the house, or they want to enclose the atrium between the garage and the front door, thus converting some "common" element to private ownership.

Another area of conversion involves enclosing the balcony or patio of an apartment. This means an increase in the square footage of one's living area, and is recorded as an addition to your property, increasing the County Property Tax. The cost of building the extension is borne by the owner, as is all subsequent maintenance costs. Then there's the increase in the assessed value of the unit, also necessitating an increase in the condominium fees, since that's based on the square footage of living space.

In making these conversions, applicable County building codes must be observed and permits obtained. Our own Bylaws and Rules, and the procedures for the ABM, must be followed. Licensed contractors must provide a detailed description of the intended work. The result is the unit owner assuming complete responsibility for that area, removing it from Mutual maintenance responsibility.

**APPLICATION FOR BUILDING MODIFICATIONS**

Proposed work is to be reviewed by the Physical Properties Department for the purpose of providing continuity throughout the Leisure World Community and guidance to the Mutual Boards of Directors by ensuring a high level of quality for all construction projects.

**IMPORTANT: DO NOT ENTER INTO ANY SIGNED CONTRACT WITH ANY CONTRACTOR OR GIVE ANY CONTRACTOR ANY DEPOSIT MONEY UNTIL YOUR APPLICATION FOR BUILDING MODIFICATIONS HAS BEEN APPROVED BY YOUR MUTUAL BOARD OF DIRECTORS IN WRITING. THIS APPLICATION IS GOOD FOR ONLY 180 DAYS. FAILURE TO START WORK DURING THAT TIME WILL RESULT IN HAVING TO RESUBMIT THE APPLICATION. UNIT OWNER MUST CALL PPD 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION WORK AT 301-598-1317.**

**NAME (Include co-members/co-owners):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**MUTUAL #:** \_\_\_\_\_ **BLDG. & APT. #:** \_\_\_\_\_ **BUILDING TYPE:** \_\_\_\_\_

**TYPE OF ALTERATION:**

- Fence
- Shed
- Window/Door
- Lighting/Electrical
- Storm/Front Door
- Hand Rail
- Florida Room/Addition
- Patio/Atrium Enclosure
- Other
- Plumbing
- Bonus Room (conversion of garage space)

**RESIDENT MUST PROVIDE U-FACTOR IF INSTALLING NEW WINDOWS AND DOORS. THIS INFORMATION WILL BE FORWARDED TO THE ENERGY COMMITTEE FOR A NEW E-RATING, WHEN APPLICABLE. IT IS THE RESPONSIBILITY OF THE MUTUAL AND RESIDENT TO NOTIFY THE ENERGY COMMITTEE UPON COMPLETION OF PROJECT. THE U-FACTOR STICKERS MUST BE LEFT ON THE NEW WINDOWS SO THE ENERGY COMMITTEE CAN DETERMINE THE U VALUE WHEN ADJUSTING THE E-RATINGS.**

**Provide a detailed description of the proposed work. Indicate by attaching a SKETCH, DRAWING, MATERIAL CATALOG, AND/OR DETAILED TYPED DESCRIPTION of the proposed modifications.**

Refer to your Mutual Bylaws, rules and regulations to see if the proposed work is allowable BEFORE submitting this application form for approval. Kindly include information regarding the Contractor (if other than PPD) performing the work as follows: **Copy of Contractor’s State/County license; contact name and phone #; copy of current Certificate of Insurance; and any applicable permits that are required. Note: Certificate of insurance must name the unit owner, the Mutual and LWCC as additional insured.** Applications received without the above information will be returned.

Work to be performed by: \_\_\_\_\_  
**NAME OF CONTRACTOR** MD license # \_\_\_\_\_

I/We hereby agree that the cost of all labor, equipment and materials involved in this proposed work, including painting, planting, care and maintenance, as well as all restoration, if necessary, shall be at my/our cost and expense and in accordance with the attached plan. I/We will save Leisure World of Maryland Corporation harmless by employing only Contractors who furnish a Liability Insurance Certificate to the Physical Properties Department and agree to adhere to all applicable regulations established for Contractors operating within Leisure World. I/We understand that any additional future maintenance expense caused by the above requested alteration will be billed to us/me directly.

**SIGNED** (resident/member) \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Neighbor Approval** \_\_\_\_\_ **DATE:** \_\_\_\_\_

(Three required) \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_ **DATE:** \_\_\_\_\_



## **Committees**

Ref: Bylaws Article V, Section 3(k), page 8  
Bylaws Article VI, Section 4, page 12

1. The Board of Directors may establish committees, both standing and ad hoc, to advise and assist it in carrying out their functions. Committees serve at the pleasure of the Board of Directors, which may abolish a committee in light of changing circumstances.
2. The functions and rules of conduct for committees are to be defined by the Board.
3. The President, with the approval of the Board, may appoint committee members and designate officers. The President may also, at his discretion, make changes to the membership and officers, as in the case of a committee member being absent from three or more consecutive meetings.

## **Storage**

Ref: Bylaws Article IX, Section 2.b, page 23 & Section 2.I, page 25

Storage is defined as the stationary placing or maintaining of miscellaneous goods or materials, individually or in assorted containers, on a semi-permanent or long-term basis. It does not include the accumulation of a limited amount of goods or materials during processing, maintenance, or repair.

1. No storage of any kind is permitted on the common elements, general or limited (In apartments: the first floor patios and the second and third floor balconies whether open or enclosed; In plaza homes: the patio areas and Florida rooms), except that hoses and hose storage racks or reels may be stored neatly on or next to building walls.
2. Carport Storage
  - a) The open areas of carports are reserved for motor vehicles, golf carts, bicycles and tricycles only.
  - b) The maintenance and repair of the storage cupboards and the storage cupboard doors are the responsibility of the resident.
  - c) Any materials in the storage cupboards that leak onto the common elements must be removed, and the fluids promptly and thoroughly cleaned up by the owner or their tenant.

## **Estate Sales**

1. Garage, yard, or other outdoor sales are prohibited. An estate sale of the personal property of a resident of the Mutual may be conducted only on behalf of that resident, by the estate or heir of that resident or by an established broker.
2. The “*Estate Sale Request*” form (available from the Leisure World Security Department) must be approved and signed by the Leisure World General Manager and the Mutual President and returned to the Leisure World Security Department.
3. The conduct of the sale is restricted by the Security Department’s rules as set out on their “*Estate Sale Request*” form.

## **Signs and Solicitation**

Ref: Bylaws Article IX, Section 3.f, page 24

1. No notices of any kind may be placed on lobby bulletin boards or other parts of apartment buildings except by or with the approval of the Board of Directors.
2. No commercial notices, circulars, or other advertising materials may be placed anywhere in the Mutual except by the U.S. Postal Service.
3. Door to door solicitation within the Mutual is prohibited, except when approved in advance and in writing by the Board of Directors.

## **Motor Vehicles, Golf Carts, and Parking**

Ref: Bylaws Article IX, Section 3g, page 24 &

Ref: Bylaws Article XV, Section 1, pages 45-46

1. Vehicles parked on Mutual property for more than 14 days must have a LW decal or a valid
2. Mutual 14 Parking ID displayed on the dashboard. Any vehicle in violation of this rule will be subject to fine or removal.  
[To apply for a Mutual 14 Parking ID, complete the “*M14 Caregiver/Occupant Registration Form*”, and submit it to the Rules Committee representative.]
3. Motor vehicles may be parked in garages, assigned carports, or in the parking areas of the
4. Mutual. Golf carts may only be parked in garages or carports or, for short periods, in paved parking areas.
5. No vehicle may be parked in a manner that interferes with another vehicle moving into or out of its parking area, or blocks the entrance to a building of the Mutual.
6. A golf cart may not be driven on the unpaved areas of the Mutual, except by a resident who lives adjacent to the golf course in traveling directly to and from the golf course.
7. The batteries of a golf cart may only be charged in the carports using an electrical line installed for that purpose by a licensed electrician (after submitting an ABM to the Property
8. Maintenance Committee).
9. Only vehicles belonging to residents of the Mutual may be washed in the Mutual.
10. No repair or extraordinary maintenance of motor vehicles may be carried out on the common elements.
11. Any vehicle dripping oil, gasoline, transmission or battery fluids must be removed until repaired. The unit owner or their tenant must promptly and thoroughly clean up the fluids left by their vehicle.
12. Electric Automobiles
  - a) The batteries of an electric automobile may only be charged in the carports using an electrical line installed for that purpose by a licensed electrician (after submitting an ABM to the Property Maintenance Committee).
  - b) A surcharge will be assessed to owners of electric automobiles to cover the increase in electric usage, calculated in part by the vehicle’s battery rating of kwh/mile and the kw/hour cost of electricity, and other factors to be determined by the Board of Directors.

## Pets

(Excluding service animals)

Ref: Bylaws Article IX, Section 3.e, pages 23-24

1. The pet control regulations of Montgomery County are to be considered the rules of the
2. Mutual, and enforceable in accordance with the Mutual Bylaws
3. All pets must have a valid County license and inoculations as required by law.
4. All pets must be registered with the Mutual. The “*Mutual 14 Pet Registration Form*” [sample attached] is available from the Mutual Assistant or your Building Representative.
5. Residents may keep in their unit not more than a total of (2) dogs or (2) cats or (1) dog and (1) cat whose combined adult weight is not more than 30 pounds.

Note: Unit owners and tenants whose pets are in excess of the number and weight limits at the effective date of this rule, will be exempt from the rule while those pets live in the unit, after which the rule will take effect.

6. Pets on the general common elements must be leashed at all times.
7. Pet owners or their pet’s caretakers must clean up and dispose of their animal’s waste.
8. An animal will be considered a nuisance if it is allowed to violate any of these rules or to commit other actions that include, but are not limited to: running at large, defiling or damaging public property (defecating, scratching, digging, chewing, etc.), making or causing noise (excessive crying, barking, scratching, etc.), or attacking or menacing other people or animals.
9. The Board of Directors, after affording the pet owner due process as set out in the Bylaws and Rules, has the authority to levy a fine or order a nuisance pet removed from the premises.

## **MUTUAL 14 PET REGISTRATION**

Residents may keep in their unit not more than a total of (2) dogs or (2) cats or (1) dog and (1) cat whose combined adult weight is not more than 30 pounds.

Residents whose pets are in excess of the number and weight limits at the effective date of this rule will be exempt from the rule while those pets live in the unit, after which the rule will take effect.

Bldg./Unit # \_\_\_\_\_

Resident's Name: \_\_\_\_\_  
[Please print clearly]

Resident's Address: \_\_\_\_\_

**Name of Pet:** \_\_\_\_\_ **Color / Breed:** \_\_\_\_\_

Dog ( )      Cat ( )      Male ( )      Female ( )      Weight (approx.): \_\_\_\_\_

**Name of Pet:** \_\_\_\_\_ **Color / Breed:** \_\_\_\_\_

Dog ( )      Cat ( )      Male ( )      Female ( )      Weight (approx.): \_\_\_\_\_

**Attach a copy of your current Montgomery County Pet License for each pet.**

Resident's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Enforcement of Rules, Sanctions and Penalties**

Ref: Bylaws Article IX, Section 3A, pages 26-27

1. The Board may revoke any permission, approval, exception, or privilege it or any Mutual committee has provided if it is necessary to maintain good order within the Mutual or otherwise safeguard the interests of the Mutual or the welfare of its residents.
2. The Board may instruct the Leisure World General Manager or a contractor to take corrective action by removing or altering any property placed or maintained on the common elements in violation of these Rules or the Bylaws. The Board shall provide reasonable notice to affected residents before such action is taken.
3. If the Board of Directors or their representatives determine that any of the Mutual's rules have been violated, the alleged violator must be contacted in writing:
  - a) Stating the alleged violation,
  - b) The action (if any) required and amount of time allowed (if any) to correct the violation,
  - c) The sanction that may be imposed;
  - d) The alleged violator must also be given the opportunity for a hearing.
4. If the Board decides against the violator, they may:
  - a) Impose a fine in the amount of \$25.00 per occurrence,
  - b) Assess damages against, or
  - c) Suspend the voting privileges of, or otherwise limit, the rights of the violator.
5. If the Mutual incurs any expense
  - a) In taking corrective action or
  - b) On account of the disregard or violation of any rule by any resident (or their guests) or
  - c) In taking action that a resident is required, but fails, to take then the Board may charge that expense to the owner of the unit where the violator resides.
  - d) An assessment for expenses or a cash penalty imposed by the Board of Directors shall be payable at the next due date for the condo fees, unless the Board specifies a different payment date. Any such amount not paid on time shall constitute a delinquent assessment.

## Payment of Condo Fees and Assessments

1. Payment of the monthly installment of the condo fees or other financial assessments is due on the first day of the month and should be paid to the Leisure World of Maryland Corporation (LWMC), agent for Mutual 14. [Payments by check should be accompanied by the coupon and enclosed in the envelope provided.]
2. A unit owner who fails to pay a monthly installment or other financial assessment within 15 calendar days after its due date shall, upon written notification by the LWMC, pay **a late charge of \$30.00**. The late charge is due no later than the due date for the next monthly installment of the unit owner's condo fees.

## IMPORTANT PHONE NUMBERS

**Mutual 14 Assistant: 301-598-1338**

Administration	301-598-1000
Bank of America	301-598-6200
Comcast Cable TV	301-424-4400
Clubhouse #1	301-598-1300
Clubhouse #2	301-598-1320
Connecticut Ave. Gate	301-598-1022
E&R [Education & Recreation]	301-598-1300
FISH Desk	301-598-1320
Giant Grocery [LW Plaza]	301-598-3208
Golf Course	301-598-1570
<i>Leisure World News</i>	301-598-1310
Lifeline	301-598-1329
<b>Main Gate</b>	<b>301-598-1044</b>
Medstar Medical Center:	
Main	301-598-1590
Appointments	301-598-1510
Dental Office	301-598-1015
Pharmacy	301-598-1005
Social Workers	301-598-1581
Montgomery General Hospital	301-774-8882
Norbeck Gate	301-598-1066
PPD [Physical Properties]	301-598-1500
Post Office [LW]	301-598-1030
Restaurants	301-598-1330/1331
Sanitation	301-598-1314
Security & Transportation	301-598-1355