Rules and Regulations
Council of Unit Owners of Mutual 14 Condominium of Rossmoor Inc.
The rules, procedures, and guidelines contained in this document have been adopted by a Resolution of the Mutual 14 Board of Directors effective March April 16, 2019.

This document will supersede any rule, procedure or guideline previously adopted by the Board.
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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 60% of the unit owners.

The Rules cannot override the Bylaws. They explain the By-laws, establishing what residents can and cannot do. In Mutual 14, any Rule can be changed by an action of the Board of Directors after due notice and comments from unit owners.

All of the above documents are in compliance with Maryland Condominium Act Real Property Article 11.

Procedures are instructions on how to perform that action.

The Rules have 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 is useful to know the two kinds of common elements referred to in these Rules so you can 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 patio homes: the decks, patios, driveways, and Florida rooms, and the slabs immediately outside frontdoors.

“Common elements” shall be understood to mean both General and Limited, unless otherwise specified.
Use Restrictions
Ref: Bylaws Article IX, Section 1-3, pages 22-23

Age Limitations:

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.

Noise Restrictions

1. No resident may make any unreasonable disturbing noises in a condominium unit or on the condominium property, whether by the resident, his family, friends, or guests, that reasonably interfere with the rights and comforts of other residents. This includes any musical instrument, sound system, radio or television in a condominium unit or on condominium property. This noise restriction will be enforced between the hours of 9:00 p.m. and 8:00 a.m.

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. No more than 2 people may reside in a one-bedroom unit, no more than 3 people may reside in a two-bedroom unit, and no 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.
Caregivers:

Any person 18 years of age or older who *either* receives compensation for providing physical care or assistance *or is a relative of 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 12 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 *either* receives compensation for providing physical care or assistance *or is a relative of 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 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 is 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 Mutual Assistant.

**Occupant/Caregiver Registration:**
The Owner: __________________________________________________________ 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) _______________Owner and the _______________ant 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 _______________ Owner understands that if the _______________ant fails to comply, the RESIDENT (Unit Owner) may be subject to reasonable penalties as set out in those Bylaws and Rules.
   c) The _______________nt understands that a failure to comply shall be grounds for eviction.

3. The _______________ shall keep the premises in a good state of repair, maintenance, and cleanliness, and shall promptly report any non-emergency defect to the Unit Owner. However, in an emergency the _______________nt shall call the main gate at 301-598 -1044.

4. The _______________ Owner shall promptly see to the repairs of any defect caused by the negligence or acts of the _______________, his family, guests, or employees.
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 90 days. 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

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

2. 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.

3. 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.

4. 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’.

5. Tenants are required to purchase each year a HO-4 insurance policy AND SUBMIT A COPY OF THE RECITAL PAGE TO THE ADMINISTRATIVE ASSISTANT. Contact your insurance agent.

6. Tenants must follow the instructions in the “Procedures for Moving In – Moving Out of Mutual 14” [attached]
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 non-emergency defect to the Unit Owner. However, in an emergency the Tenant shall call the main gate at 301-598-1044. 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.

   a) The tenants will purchase each year an HO-4 insurance policy and submit a copy of the recital page to the Administrative Assistant.

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:__________________________
Informing the Mutual
As soon you have a moving date, coordinate your move with our Mutual Assistant [301-598-1338] and pay your “move in and move out” fee of $100.

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 number 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 the move.

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 of Patio homes for collection.
3. Packing cartons can also be brought to the nearby transfer station located at 16101 Frederick Rd., Gaithersburg, MD 20877.

Emergency Telephone Numbers:
Physical Properties Department – 301-598-1500 - Monday – Friday 8:30-4:30; After Above Hours: Main Gate & Security – 301-598-1044
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 general common elements.

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.]

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 patio houses: the unit owner or their tenant is responsible for the planting beds lining the patio, walls and walkway of their unit, extending no more than 4 feet from the walls of the building, patio and walkway.

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.
a) Beds must be separated from adjacent lawns by sufficient mulch or an inflexible barrier to avoid interference with lawn maintenance.
b) Mulch should not pile up against the foundation of buildings, to avoid attracting termites.

c) Plantings should be kept at least twelve inches from any air conditioning unit.

d) 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.

e) Vegetable planting in beds or on balconies is permitted as long as there are no substantial objections from residents.

f) 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.

g) 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, and reasonably fit in with the surroundings.

h) Deer Fencing may be permitted if:
   • The vertical posts are no more than 5 1/2 feet high and no more than 3/4” in diameter
   • Only fine “deer netting” is used
   • 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

**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 required to turn the main water cutoff when the unit is vacant for more than 48 hours.

4. Unit owners are responsible for the windows and exterior doors of their unit. If the owner paints these surfaces the color must match the color chosen by the Mutual.

5. Antennas: Installing or maintaining an outside aerial, antenna, or satellite dish without prior approval of the Board of Directors is prohibited.

6. 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.

7. Storage rooms on the second floor of the apartment buildings adjacent to the elevators may not be used for any purpose by residents. Equipment rooms on the third floor are not available to residents for any purpose.

8. The Board may give permission for usage of storage rooms for Mutual property.
Who Pays For What?
A Guide to Payment for Repairs and Replacements

This document is a general guideline established by Mutual 14 pertaining to property maintenance and is not germane to casualty losses (insurance issues). 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 the responsibility of the resident.
- Services for repairs and replacements, inside the perimeter walls and inside the interior walls of the unit, are the responsibility of the Resident.
- 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 Casualty Losses

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, Maintenance and Replacements

- Air conditioning filters (R)
- Air conditioning system service (R)
- Air conditioning ducts (R)
- Air conditioning condensation lines serving only one unit (R)
- Air conditioning condensation lines serving more than one unit (M)
- Carport, lower cabinet (R)
- Carport, auto fluid leaks —clean (R)
- Circuit breaker box and panel (R)
- Circuit breakers (R)
- Door bell or button (R)
- Door, front exterior (except Mutual paints) (R)
- Door, garage door for car (R)
- Door, garage side door for pedestrian (except Mutual paints) (R)
- Door, sliding glass, exterior and interior (R)
- Door, locks and knobs for the front exterior (R)
- Door, locks and deadbolt (R)
- Door, screen and storm (R)
- Door, all interior doors (R)
- Dryer, clothes vent pipe (except Mutual cleans in 2 year cycles) (R)
- Dryer, clothes vent cap (M)
- Fireplaces and Chimneys, (R)
- Fixtures, interior, electrical, plumbing, toilet, sink, tub & shower (R)
- Florida Rooms, Enclosed Balconies & Enclosed Patios (R)
- Mail box keys, locks (Apartment Buildings) (R)
- Pests, Wild Animals & Insects — control, removal & spraying:
  - In common/limited common areas (M)
  - In residences (R)
  - If threat to structural integrity (M)
- Plantings and beds within four feet of the foundation (R)
- Plumbing, pipes, and drains, inside walls, floors, ceilings that serve one unit (R)
- Plumbing, pipes, and drains, inside walls, floors, ceilings serving more than one unit (M)
- Plumbing, Sewer & Drain Stoppages In Event of Emergency) (M/R)
- Smoke Detectors (M)
- Annual Battery Replacement (M)
- Washing Machine — Wall mounted cut off valve:
  - Replace original Symmons valve with Watts valve (R)
  - Replace Watts valve with Watts valve (R)
- Water, main shut-off valve to one unit (R)
- Water, faucets, exterior silcocks that serve more than 1 unit (M)
- Water, faucets, exterior silcocks that serve one unit (R)
- Weather stripping, door sweeps (R)
- Windows, regular and storm (R)
- Wiring in walls, electrical that serve one unit (R)
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 Board of Directors without the written consent of the Board of Directors.

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.

6. 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.

7. 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.

8. 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 Board of Directors. See “Procedures for Building Modification: A Word About Easements” [attached]

9. The paint used by a unit owner on the exterior surface of a balcony enclosure, carport storage unit, or other part of a multi-family building or patio home should matched the color chosen by the Mutual.
Procedures for Building Modifications in Mutual 14

The ‘ABM’: Application for Building Modification

All Mutual's 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 and 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 or www.residents.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 ensure that all work is done in a professional manner throughout Leisure World for the benefit of the entire community.

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 relocation, 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.

In making these changes, applicable County building codes must be observed, and permits obtained. The Bylaws, the Rules, and the procedures for the ABM must all be followed. Licensed contractors must provide a detailed description of the intended work. The result is the unit owner assumes complete responsibility for repair, replacement, restoration, and removal.
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: ______________________________________________________ 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, all restoration and removal, 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: ______________
DETAILED DESCRIPTION OF CHANGE (use separate sheet if required):


PHYSICAL PROPERTIES OFFICE: Recommend: APPROVAL □ DISAPPROVAL □
COMMENTS:

SIGNED: ___________________________ DATE: ___________________________

MUTUAL GROUNDS/PROPERTY MAINTENANCE COMMITTEE

Recommend: APPROVAL □ DISAPPROVAL □

SIGNED: ___________________________ DATE: ___________________________

MUTUAL BOARD OF DIRECTORS COMMENTS:

SIGNED: ___________________________ DATE: ___________________________

* Please provide a copy of the fully approved application to PPD after Mutual approval for our files.
Resolution of Disputes Brought by Owners.

In the event an owner wishes to file a complaint with the Board of Directors on a Mutual 14 matter, the following procedures apply:

1. The owner must present the complaint(s) to the Board of Directors by submitting it to the Mutual 14 Assistant:
   - In writing,
   - providing the facts, dates, and other pertinent information relating to the complaint, including appropriate references to sections of the Mutual 14 governing documents, and
   - stating the relief or remedy requested.

2. If the owner does not agree with the Board of Director’s decision regarding the complaint, the owner may request a hearing before the Board of Directors:
   - a hearing must be scheduled following the close of the next regular board meeting, or
   - at a special meeting held for that purpose, and
   - the owner must be notified in writing of the date, time, and location of the hearing. The notification cannot be less than 10 days from the date of the hearing.

3. After consideration of the written submission or after a hearing, the Board of Directors shall render a decision on the complaint within 15 days, and shall promptly respond in writing to the owner to:
   - Providing a detailed dated explanation of the Board’s decision, signed by the president or vice-president of the Board, with the owner signing an acknowledgment of receipt of the Board letter and
   - advising the owner of their right to appeal the decision to the Commission on Common Ownership Communities (CCOC).
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. All committee meeting must be open to the public with 10 day prior notice of the meeting place, date and time.

2. The functions and rules of conduct for committees is defined by the Board.

3. The President, with the approval of the Board, appoints yearly the committee members and designates 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.

Property Maintenance Committee
“PMC”

The Property Maintenance Committee:

The Property Maintenance Committee (PMC) was created by the Board of Directors to take over the functions of the Architectural and Environmental Control Committee. The PMC recommends actions to the Board of Directors. The Board has the sole power to approve or disapprove the PMC recommended actions.

The Property Maintenance committee is made up of representatives from both the eight multi-family buildings and the 25 patio homes. The PMC committee is selected by the Board of Directors. The committee is comprised of an odd number of members with a majority from the eight multi-family buildings. All members of the committee have the right to vote. The committee meets monthly to discuss repairs and improvements to the physical property of the Mutual and to review work that has been completed.

The Property Maintenance Committee is charged by the Mutual Board of Directors to identify, develop plans and recommend action for repairs and upkeep on all facets of the buildings and grounds. This includes roofs, siding, paint, carpet, doors, elevators, fire alarm systems, electrical, plumbing, lighting, sidewalks, driveways, streets and all other components of the community’s infrastructure.

Members of the committee should have the inclination, interest, knowledge and physical capability to be alert to problems throughout the community and to develop action plans and recommendations. At times, this effort may include finding suitable contractors and evaluating quotes and costs. All committee actions must include a clear fiduciary responsibility to the Mutual and residents.
A basic understanding of building and grounds construction and maintenance is important to providing appropriate recommendations for remedial actions and preventative maintenance plans. The Board of Directors should insure these skills, which may not exist within the Board, are available to the committee.

**Responsibilities of the Chairman**

1. Attend all Board Meetings. Include minutes of PMC meetings in the Board packet.
2. The Chair of the committee provides adequate notice of all meeting dates, times, and locations to members and residents.
3. Chair the Property Maintenance Committee meetings.
4. Work closely with the Special Projects Manager of the Physical Properties Department and arrange for his/her periodic inspections.
5. Be knowledgeable of the “Who Pays” document which states who is responsible for maintenance, repairs and replacement services in Mutual 14.
7. Develop the agenda with PMC members and Special Projects Manager for the PMC meetings.
8. Present recommendations to the Board.
10. Develop, with the PPD, recommendations for future projects.

**Responsibilities of PMC Representatives**

1. Attend monthly meetings.
2. Maintain and update the Mutual 14 Project Tracking Schedule which lists current projects, tracks progress, and the date of completion.
3. Report any observed deficiencies in any building to the committee or the Mutual Assistant.
4. Be knowledgeable of the “Who Pays” document which designates who is responsible for maintenance, repairs and replacement services in Mutual 14.
5. Secretary: Take and record the vote of all recommendations passed at the PMC meeting.
6. Secretary: Take attendance at the meetings.
7. Secretary: Take minutes of the meetings.
8. Take and record the vote of all ABM’s presented to the PMC and all recommendations the PMC makes to the Board.
Architectural Design Committee “AD”
A Sub-committee of the Property Maintenance Committee

With respect to the AD, the following are the duties:

1. The Committee is made up of representatives from the 8 multi-family buildings and patio homes.
2. The members of the committee are selected by the Board of Directors and all the members have the right to vote.
3. The Chair of the committee provides adequate notice of all meeting dates, times, and locations to members and residents.
4. The Chair takes minutes.
5. The Committee ensures the original integrity of the design and appearance of the three-story condo buildings is contemporary, including general décor of interior common areas.
6. Committee selects exterior paint colors and siding for all buildings, reviews design for exterior modifications, paint colors, carpeting, furnishings including art and plants for interior common elements of three story condo buildings.
7. All decisions regarding exterior paint colors and siding for buildings, review of design for exterior modifications, paint colors, carpeting, furnishings including art and plants for interior common elements are subject to approval by the PMC and the Mutual 14 Board of Directors.

The AD should be consulted before adding temporary or permanent decorations or items in the common areas.

Building Representatives Committee

The Buildings Representatives Committee consists of representatives and alternates from each of the eight multi-family buildings and one representative from the patio homes. The representatives of the committee are selected by the Board of Directors. All members of the committee have the right to vote. They meet bi-monthly in advance of the Mutual 14 Board of Directors meetings.

Responsibility of the Chair (Secretary of the Mutual 14 Board)

1. Schedule the bi-monthly meeting and schedule meeting room through the E&R Office.
2. Chair of the committee provides adequate notice of all meeting dates, times, and locations to members and residents
3. Provide the schedule to Committee members.
4. At each meeting, update the resident roster as needed and provide a copy to each representative.
5. Advise Building Reps concerning potential sales and/or move-in of new residents.
6. Prepare and provide Reps with Welcome Packets for new residents.
7. Insert new resident labels on mailboxes.
8. Report building and resident concerns from Reps to appropriate Board committee.
9. Attend Board Meetings and deliver a report concerning resident status.
Responsibility of Building Representative.
1. Provide new residents with Green contact information sheet, new resident information; and move-in information.
2. Monitor and tidy lobbies and bulletin boards. Keep general eye on residents and their units; answer residents’ questions. The decorating of lobbies is done by the Architectural Design Committee. No unwanted or donated items may be placed in lobbies.
3. At bi-monthly meeting, provide resident and Reps’ concerns to Chair. If concern should be addressed before meeting, notify the Chair as soon as possible.
   1. Provide Chair with information regarding resident status (hospitalizations, deaths, resident move in/out, and empty units) in order to maintain up-to-date roster of residents.
4. Report burned out bulbs in common areas, unsatisfactory conditions of grounds, building cleanliness, security issues, trash problems, snow removal, etc., to appropriate Mutual committee or Chair.
5. Maintain file of completed resident Green contact information sheets.
6. Attend bi-monthly committee meetings.

**Mutual 14 Landscape Committee**

The Landscape Committee is made up of representatives from the eight multi-family buildings and from the patio homes as well as a representative from Leisure World’s Grounds Department and representative from the landscaping contractor. The representatives from the eight multi-family buildings and patio homes are selected by the Board of Directors. The Committee meets monthly to oversee the landscaping needs of Mutual 14. All members have the right to vote. The following are the responsibilities of the Chair and representatives:

**Duties of Chair**
1. Arrange for meeting location and notification of members.
2. Chair of the committee provides adequate notice of all meeting dates, times, and locations to members and residents.
3. Provide minutes and Mutual 14 map to committee members.
4. Coordinates landscaping work with the Grounds Department and/or landscaping contractor.
5. Approves invoices to be submitted to the Board of Directors.
6. Schedule garden checks and send out necessary violation letters.
7. Plan for new plantings and location(s).
8. Provide an update at Board of Director’s meeting of work planned and completed.
9. Keeps track of the budget and provides update to the Board at next Board meeting as bills are submitted.
10. When Mutual 14 is audited, the Landscape Committee funds are audited.
11. Attends Board meetings.
Mutual 14 Social Committee Guidelines

The following are the responsibilities of the Chair and representatives:

1. The Social Committee of Mutual 14 is made up of representatives from the eight multi-family buildings and the patio homes. The members are selected by the Board of Directors. All members have the right to vote.
2. Chair of the committee provides adequate notice of all meeting dates, times, and locations to members and residents.
3. The Committee meets, as needed, to plan for social events that may include: refreshments for the April Annual Meeting, June picnic, July Ice Cream Social, September Picnic, Halloween Party, December Holiday Party and any special event that might be required.
4. The Committee meets to determine dates and times of events requiring room reservations for the following year and works with the E&R Department to reserve rooms.
5. The Chair of the committee provides the Board and the Mutual 14 Newsletter with a schedule of events and dates.
6. For each event, the committee plans the menu, determines entertainment, and if needed, arranges for any prizes.
7. Committee informs E&R of the logistical needs for the event (room, tables, chairs, etc.).
8. Three weeks before each event, representatives distribute flyers detailing all essential information (date, time, location, cost, to whom checks are written) to Mutual 14 residents.
9. Social Committee Representatives collect checks/monies. The representatives provide the treasurer with an accurate account of all monies collected and the names of residents and guests who have paid.
10. Committee members assist with logistics of event, e.g., room set up, food prep and serving.
11. The treasurer is responsible for depositing the checks in the Social Committee bank account keeping an accurate account of checks/monies received, recording if check/money is from a resident or guest. All expenses must be paid for from that account.
12. Following each event, at the next meeting of the Mutual Board, the Chair provides a financial account of the starting balance, the money collected, the expenditures, and the remaining balance. The report includes the number of Mutual 14 residents attending and the number of guests.
13. The Social Committee provides an end-of-year report to the Board.
14. Chair or representative attends Board meetings.
Storage
Ref: Bylaws Article IX, Section 2.b, page 23 & Section 2.l, page 25.

Storage is defined as the stationary placing or maintaining of vehicles, 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 patio homes: the patio areas and Florida rooms, except that hoses and hose storage racks or reels may be stored neatly on or next to the building walls.

2. Carport Storage
   - The open areas of carports are reserved for motor vehicles, golf carts, bicycles and tricycles only.
   - The maintenance and repair of the storage cupboards and the storage cupboard doors are the responsibility of the resident.
   - 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 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 Mutual Assistant.]

2. Motor vehicles may be parked in garages, assigned carports, or in the parking areas of the Mutual. Golf carts may only be parked in garages or carports or, for short periods, in paved parking areas.

3. 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.

4. 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.

5. 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 Maintenance Committee).

6. Only vehicles belonging to residents of the Mutual may be washed in the Mutual.

7. No repair or extraordinary maintenance of motor vehicles may be carried out on the common elements.

8. 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.

9. Electric Automobiles
   - 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).
   - 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 Mutual, and enforceable in accordance with the Mutual Bylaws.

2. All pets must have a valid County license and inoculations as required by law.

3. All pets must be registered with the Mutual. Failure to register could result in a fine. The “Mutual 14 Pet Registration Form” [sample attached] is available from the Mutual Assistant or your Building Representative.

4. 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.

5. Pets on the general common elements must be leashed at all times.

6. Pet owners or their pet’s caretakers must clean up and dispose of their animal’s waste.

7. 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.

8. 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 that any Mutual
commitee 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: stating the alleged
violation, The action (if any) required and amount of time allowed (if any) to correct the
violation, The sanction that may be imposed.

4. If the Board decides against the violator, they may: Impose a fine in the amount of $100 per
occurrence, assess damages against, or suspend the voting privileges of, or otherwise
limit, the rights of the violator.

5. If the Mutual incurs any expense in taking corrective action or on account of the disregard
or violation of any rule by any resident (or their guests) 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.

6. 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
Emergency Number: 301-598-1500
PPD Hours M-F 8:30-4:30
After Hours Main Gate 301-598-1044
Comcast Cable TV 1-855-638-2855
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 301-598-1345
Giant Grocery [LW Plaza] 301-598-3208
Golf Course 301-598-1570
Leisure World News 301-598-1310
Lifeline 301-598-1329
**Main Gate** 301-598-1044

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