

Rules & Procedures

Mutual 14 Condominium of Rossmoor, Inc. “Forest Glade”

The rules and procedures contained in this document have been revised and adopted by a Resolution of the Mutual 14 Board of Directors, **effective March 1, 2021**.

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

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Governing Documents

There are a number of legal documents that organize and regulate Mutual 14 as a condominium. All of these documents are in compliance with the Maryland Condominium Act, Real Property Article 11, and can be found at www.mutual-14.org.

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 define our use restrictions. They also tell us how decisions can be made, and establish the Board's enforcement authority, which is the basis for our Rules. Mutual 14's Bylaws can only be changed with the approval of 60% of all unit owners.

The Rules explain and expand on the Bylaws, but cannot contradict the Declaration or Bylaws. Rules establish what residents can and cannot do. In Mutual 14, any Rule can be changed by a resolution of the Board after due notice and comments from unit owners.

Procedures are practical instructions on how to perform a required action.

These Rules & Procedures have been developed for use in conjunction with the Bylaws of Mutual 14. Their purpose is to:

- inform residents of the restrictions, privileges, & responsibilities of living in a condominium such as Mutual 14,
- promote a peaceful and harmonious environment within our community, and
- assure the safety and well-being of all residents.

Defining Our Spaces

It is useful to define our spaces in order to understand the limits of the rights and responsibilities of unit owners and the Mutual. These spaces are defined in the Mutual's Declaration and designated on the condominium plats filed in the land records of Montgomery County.

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

"General common elements" are all the condominium property except the units and limited common elements. These are the shared spaces that are for the use and enjoyment of all residents and their guests. They include, but are not limited to: roofs and exterior walls, lobbies and atriums, the park, lawns, planting beds, sidewalks, streets, and open parking areas.

"Limited common elements" are spaces reserved for use by a single residential unit and their guests. The condominium plats designate the following spaces as limited common elements:

- Apartments: the first-floor patios and the second and third floor balconies and assigned carport bays and storage alcoves.
- Plaza Homes: the atriums and patios, and the slabs immediately outside front doors.

"A Unit" includes the flooring above the upper surface of the unfinished slab or subfloor, and the drywall of the perimeter walls & ceiling. In plaza homes it includes everything below the plywood roof sheathing. A unit also includes the windows and entry doors, air conditioning system(s), fireplace and chimney, garages, and the pipes, wiring, valves, hoses, ducts, tubing, and the like that service only one unit, no matter where they are located.

Enforcement of Rules, Sanctions and Penalties

1. The Board may allow an exception to a rule for a resident in special circumstances, in order to avoid undue hardship, or for other reasons.
 - a) The request for an exception and the Board's response, including any conditions, must be in writing.
2. The Board may revoke any permission, approval, exception, or privilege that they or any committee has provided if:
 - a) they find that a condition of the exception is not being maintained,
 - b) it is necessary to maintain good order within the Mutual or otherwise safeguard the interests of the Mutual or the welfare of its residents.
3. The Board may instruct a contractor to take corrective action by removing or altering any property placed or maintained on the general common or limited common elements in violation of these Rules or the Bylaws. The Board shall provide reasonable notice to affected residents before such action is taken.
4. If the Board or their representatives determine that any of the Mutual's rules have been violated, they must follow the procedures set out in the Bylaws:
 - a) The alleged violator must be contacted in writing,
 - b) stating the alleged violation,
 - c) the action (if any) required and the amount of time allowed (if any) to correct the violation,
 - d) the sanction that may be imposed for failure to correct the violation, and
 - e) the alleged violator must be given the opportunity for a hearing before the Board and
 - f) advised of their right to file a complaint with the Montgomery County Commission on Common Ownership Communities ["CCOC"].
5. If the Board decides against the violator, they may, at their discretion:
 - a) impose a fine in an amount not to exceed \$100 per occurrence or
 - b) impose a fine in an amount not to exceed \$100 per day for no more than 14 days
 - c) assess damages against,
 - d) suspend the voting privileges of, or otherwise limit, the rights of the violator, or
 - e) file a complaint with the Montgomery County Commission on Common Ownership Communities ["CCOC"].
6. 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), or 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.
7. An assessment for expenses or a cash penalty imposed by the Board 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 [see Collection Procedures].

Resolution of Disputes Brought by Owners

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

1. The owner must present the complaint to the Board
 - a) by submitting it in writing
 - b) providing the facts, dates, and other pertinent information relating to the complaint, including appropriate references to sections of the Mutual 14 governing documents, and
 - c) stating the relief or remedy requested.
2. If the owner does not agree with the Board's decision regarding the complaint, the owner may request a hearing before the Board:
 - a) a hearing must be scheduled following the close of the next regular Board meeting, or
 - b) immediately following the close of the succeeding regular Board meeting, or
 - c) at a special meeting held for that purpose, and
 - d) 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 shall render a decision on the complaint within 15 days, and shall promptly respond in writing to the owner
 - a) 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
 - b) advising the owner of their right to appeal the decision to the Commission on Common Ownership Communities (CCOC).

Payment of Condo Fees and Assessments

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 by LWMC.

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, be assessed 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.

Collection Procedures

Recurring Assessments:

The following steps will be taken in the event of non-payment of condominium fees, late fees, and penalties assessed against the unit owner:

1. The condo fee is delinquent on the 16th day of the month. The Mutual's Accountant will mail a statement indicating assessment of the \$30 late fee.
2. The owner may request a payment plan from the Board, which must be in writing, dated and signed by all parties, and state that:
 - a) payments will be in equal monthly installments,
 - b) payment in full will be made within six months of the date of the plan's approval [an extension of an additional six months may be considered], and
 - c) any breach in the payment plan will result in the immediate filing of a lien.
 - d) The plan must be approved by a resolution of the Board.
3. When the account is more than 30 days delinquent, the Board will vote at the next scheduled Board meeting to initiate lien proceedings.
4. The attorney of record will send a Notice of Intent to File a Lien, which allows the unit owner 30 days from the date of the Notice to satisfy the delinquency. The attorney's fees for this service will be added to the delinquent amount owed by the unit owner.
5. If the amount due is not satisfied within the 30 days specified in the Notice, a Lien will be filed for the delinquent amount, interest on the delinquent balance, accelerated fees as allowed by law, attorney's fees, and all other collection costs.
6. If the lien is not satisfied within 15 days of the filing and recording, the Board, at its next meeting, will consider filing a civil suit or foreclosure on the property.

Non-Recurring assessments:

In the event the Board passes a resolution to charge the unit owner for the costs of repairs or for reimbursement of the insurance policy deductible, as permitted by the Maryland Condominium Act, §11-114 (g)(2)(iii), *Insurance Coverage/Repair or Reconstruction*, or the

MUTUAL GOVERNANCE

Mutual 14 Bylaws, Article, XIV, *Physical Management, §1, Management and Common Expenses*, and those costs are not paid by the due date, the following steps will be taken:

1. A letter will be sent citing the occurrence and including the supporting governing document(s), demanding payment within 30 days, and offering the owner the opportunity for an appeal or a payment plan.
2. During this 30-day period,
 - a) The owner may appeal the charge in accordance with the procedures listed in the Mutual 14 Rules, "Resolution of Disputes brought by Owners".
 - b) The owner may request a payment plan from the Board, which must be in writing, dated and signed by all parties, and state that:
 - i. payments will be in equal monthly installments,
 - ii. payment in full will be made within six months of the date of the plan's approval [an extension of an additional six months may be considered], and
 - iii. any breach in the payment plan will result in the immediate filing of a lien.
 - iv. The plan must be approved by a resolution of the Board.
3. If there is no action and the account remains delinquent after 30 days, the Board at its next regularly scheduled meeting will vote to initiate lien proceedings.
4. The attorney of record will send a Notice of Intent to File a Lien, which allows the unit owner 30 days from the date of the Notice to satisfy the delinquency. The attorney's fees for this service will be added to the delinquent amount owed by the unit owner.
5. If the amount due is not satisfied within the 30 days specified in the Notice, a Lien will be filed for the delinquent amount, interest on the delinquent balance, accelerated fees as allowed by law, attorney's fees, and all other collection costs.
6. If the lien is not satisfied within 15 days of the filing and recording, the Board, at its next meeting, will consider filing a civil suit or foreclosure on the property.

Committees

1. The President may establish committees, both standing and ad hoc, to advise and assist the Board in carrying out the affairs of the Mutual.
2. The Board appoints the committee members and designates officers annually, and may make changes to the membership and officers at other times as necessary.
3. Any committee member absent from three or more consecutive meetings may be removed.
4. The functions and rules of conduct for committees are defined by the Board.
5. Committees serve at the pleasure of the Board and may be abolished at will in light of changing circumstances.
6. All committee meetings must be open to the public, giving 10 days prior notice of the meeting place, date and time.

Residence Requirements

A "resident" is defined by Montgomery County as one who occupies a unit for more than 14 consecutive nights, receives mail or other deliveries at the unit, and has moved in furniture or other household goods.

Occupancy:

1. All persons who reside within the Mutual must register in person with the Leisure World Registrar.
2. Residents' vehicles parked on Mutual property must display a parking decal or vehicle entry tag issued by the Leisure World Security Department.

Age Limitations:

1. At least one person who resides in any unit in the Mutual must be 55 years of age or older. No other resident of the unit may be under the age of 50 years.
2. 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, that resident may be permitted to remain if at least 80% of the units in the Mutual meet the age restrictions as required by HUD regulation.
 - a) The surviving resident must make a written request to the Board for an age waiver.
3. Exceptions to the age limitations include:
 - a) A person under the age of 18 years may visit 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 visit the unit, but not for more than a total of 90 days in any calendar year.
 - c) A person between the ages of 18 and 50 years may reside in a unit if their residence is specifically to provide round-the-clock care to the unit owner or resident [see "live-in caregivers" below].

Live-In Caregivers:

A "live-in caregiver" is defined as one who resides in the unit specifically to provide round-the-clock physical care or assistance to the unit owner or resident.

1. If the live-in caregiver is under age 50, the unit owner must make a written request to the Board for an age waiver.
2. The caregiver must register in person with the Leisure World Registrar and be issued a parking decal or vehicle entry tag by the Leisure World Security Department.
3. The caregiver must vacate the unit if the person requiring their care is away from the unit for more than 30 days.

USE RESTRICTIONS

Use of Oxygen

Smoking in any unit where an oxygen tank or concentrator is present anywhere in that unit is strictly prohibited. The resident(s) must follow the safety precautions and instructions for handling and storage provided by the oxygen supplier. **A notice of "Oxygen in Use" must be posted outside the main entrance to the unit** by the owner, resident, or Mutual.

Renting a Unit in Mutual 14

1. A unit may not be rented until it has been owned for at least 24 consecutive months.
2. Lease agreements must be in writing and for a term of not less than one year.
3. Unit owners must obtain and keep current a rental license from Montgomery County by contacting the Department of Housing & Community Affairs – Licensing & Registration Unit at 240-777-3799.
4. Unit owners and their tenants are required to sign a Lease Addendum (available at www.mutual-14.org) 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, and
 - 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.
5. Tenants must be registered in order to live in Mutual 14, and receive a vehicle decal or vehicle entry tag from the Leisure World Security Department. The tenant will be asked to show proof of their age and sign an 'age certification'.
6. To register a tenancy, an executed lease, lease addendum, and a copy of the County rental license must be filed with the Leisure World Registrar.
7. Tenants must follow the "Procedures for Moving In and Moving Out of Mutual 14".
8. Unit owners are urged to purchase an HO-6 insurance policy to cover their unit. Tenants are urged to purchase an HO-4 Insurance policy to cover their personal property.
9. A unit owner who fails to comply with these rules shall, along with their tenant, be subject to reasonable penalties as set out in the Mutual's Bylaws and Rules.

Procedures for Moving In and Moving Out of Mutual 14

Moves may be scheduled to begin no earlier than 8:00am and must be completed by 7:00pm, Mondays through Saturdays (no Sundays or public holidays). These hours have been approved by the Mutual's Board 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 2nd and 3rd Floor Apartments:

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 In-Unit Construction Work:

Deliveries may be scheduled between 8:00am & 7:00pm, Monday through Saturday.

In-unit construction work, including set-up and clean-up, may begin no earlier than 8:00am and must cease by 7:00pm, Monday through Saturday (no Sundays or public holidays).

Damages:

Unit owners will be held financially responsible for damages to Mutual property reasonably found to have resulted from their move.

Removing Debris:

- Any debris (other than ordinary household waste) resulting from work performed by a moving company, delivery company, or contractor is to be taken away by them, NOT put in the building's trash room.
- All packing cartons emptied by the resident in the course of settling in must be flattened. Apartment residents should put them in or next to the paper recycling bin in the trash room. Plaza Home residents should put them on their driveway for collection.
- Trash collection dates can be found in your "welcome pack", in our newsletter "*The Grapevine*", or on lobby bulletin boards. Packing cartons and wrappings may also be brought to the nearby transfer station located at 16101 Frederick Rd., Gaithersburg

Property emergencies:

An emergency is defined as an event (inside a unit or in the common areas) in which damage or destruction to property is occurring or imminent.

- During regular business hours 8:30-4:30 call PPD [Physical Properties Dept.] at 301-598-1500.
- After hours or on holidays & weekends, call the Main Gate at 301-598-1044.
- Call 911 for any emergency medical situation.

Carports

1. The open areas of carports are reserved for motor vehicles, golf carts, grocery carts, bicycles and tricycles only.
2. The maintenance, repair, and replacement of the carport storage cupboards, as modifications to limited common elements, are the responsibility of the unit owner.
3. 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.
4. Mutual 14 is not responsible for the theft or damage to private property stored in carports.

Motor Vehicles, Golf Carts, and Parking

1. Vehicles parked on Mutual property for more than 14 days must have a Leisure World decal or vehicle entry tag. The unit owner with a vehicle in violation of this rule may be subject to a fine or the removal of the vehicle.
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 Board].
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. 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 Board].
10. 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.

Storage

1. No storage of any kind is permitted on the general common elements or in open view on limited common elements, which include the carports, first-floor patios and the second and third floor balconies (whether open or enclosed) of apartments, and the patios, atriums, and sunrooms of Plaza homes.
2. "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.
 - a) It does not include the accumulation of a limited amount of goods or materials for a short period of time for the purpose of processing, maintenance, or repair.
 - b) It does not include furnishings and planters which would normally be found on patios and balconies or in sunrooms.
 - c) It does not include hoses and hose storage racks or reels which may be placed neatly on or next to [but not attached to] the building walls.

Open House or Estate Sales

1. Outdoor sales such as garage or yard sales are prohibited.
2. The sale of personal property may only be conducted by the resident, the heir or estate of the resident, or their agent.
3. The "Open House Request" form (available from the Leisure World Security Department) must be approved and signed by the Mutual President and returned to the Leisure World Security Department.
4. The conduct of the sale is restricted by the Security Department's rules as set out on their "Open House Request" form.

Noise and Nuisances

1. No noxious or offensive trade or activity shall be permitted in the Mutual.
2. No noises or nuisances, use or practice, inside a unit or on the condominium property, which is a source of annoyance or reasonably interferes with the rights and comforts of other residents, and the peaceful use and possession of their property, shall be permitted.
3. Residents are requested to observe "quiet time" (no vacuuming, laundry, loud music or television, etc.) between 10:00pm and 8:00am.
4. Deliveries may be scheduled between 8:00am & 7:00pm, Monday through Saturday.
5. In-unit construction work, including set-up and clean-up, may begin no earlier than 8:00am and must cease by 7:00pm, Monday through Saturday (no Sundays or public holidays).
6. The unit owner is responsible for the behavior of all residents, guests, employees, and contractors, and for their compliance with the Bylaws, Rules, and other requirements of the Mutual.

USE RESTRICTIONS

Pets (excluding service animals)

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. Residents may keep in their unit not more than a total of two (2) dogs or two (2) cats or one (1) dog and one (1) cat, **whose individual adult weight is not more than 40 pounds.**
4. Pets on the general common elements must be leashed at all times.
5. Pet owners or their pet's caretakers must clean up and dispose of their animal's waste.
6. 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.
7. The Board, 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.

Signs and Solicitation

1. No general 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.
2. In accordance with the Maryland Condominium Act, unit owners may post or distribute materials related to the operation of the Mutual in the same manner or place as the Mutual's governing body.
3. No commercial notices, circulars, or other advertising materials may be placed anywhere in the Mutual except by the U.S. Postal Service.
4. Solicitation of any kind, for any purpose, within the Mutual is prohibited, except when approved in advance and in writing by the Board.

Defining our Spaces & Responsibilities

It is useful to define our spaces and responsibilities in order to understand the limits of the rights and responsibilities of unit owners and the Mutual. These spaces are defined in the Mutual's Declaration and designated on the condominium plats filed in the land records of Montgomery County.

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

- No resident may place, attach, or hang anything on the common elements without the permission of the Board.

"General common elements" are all the condominium property except the units and limited common elements. These are the shared spaces that are for the use and enjoyment of all residents and their guests. They include, but are not limited to: roofs and exterior walls, lobbies and atriums, the park, lawns, planting beds, sidewalks, streets, and open parking areas.

- Mutual 14 is responsible for the maintenance, repair, and replacement of these shared spaces.

"Limited common elements" are spaces reserved for use by a single residential unit and their guests. The condominium plat designates the following spaces as limited common elements: In apartments, the first-floor patios and the second and third floor balconies and assigned carport bays and storage alcoves; in Plaza Homes, the atriums and patios, and the slabs immediately outside front doors.

- a) Unit owners are responsible for the maintenance and repair of the limited common elements assigned to their unit; Mutual 14 is responsible for their replacement.
- b) Unit owners are responsible for the maintenance, repair, removal, and replacement of *modifications* to limited common elements, such as patio or balcony enclosures and carport storage cupboards.
- c) 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 originated is responsible for the costs of repair or replacement, not to exceed the amount of the Mutual's insurance deductible
- d) If the cause of any damage to or destruction of any portion of the condominium is the result of the actions or negligence of a unit owner, their tenants, families, guests, or pets, that unit owner will be responsible for the costs of repair or replacement, not to exceed the amount of the Mutual's insurance deductible, whether or not an insurance claim is filed, in accordance with Maryland law.

"A Unit" includes the flooring above the upper surface of the unfinished slab or subfloor, and the drywall of the perimeter walls & ceiling. In plaza homes it includes everything below the plywood roof sheathing. "A unit" also includes windows and entry doors, air conditioning system(s), fireplace and chimney, garages, and the pipes, wiring, valves, hoses, ducts, tubing, and the like that service only one unit, no matter where they are located.

- Owners are responsible for their units' maintenance, repairs, and replacements.

“Storage and equipment rooms” on the second and third floors of the apartment buildings adjacent to the elevators are for Mutual use only and are not available to residents without the permission of the Board.

Responsibilities of the Unit Owner --- Inside a Unit:

1. Unit owners are responsible for maintaining in good order, condition, and repair, at their own expense, the interior of their unit.
2. Unit owners are responsible for contracting the services for the maintenance, repair, or replacement inside a unit. Unit owners may use Leisure World’s Physical Properties Dept. [PPD] or their own service provider or contractor.
3. The Mutual may undertake projects inside units in the interests of the health and safety of the community, such as Mutual-wide smoke detector replacement (one per unit) and bi-annual dryer duct cleaning.
 - a) The Mutual will notify owners if and when they resolve to do such projects.
 - b) The Mutual is not responsible for these maintenance projects in the interim.
4. Unit owners are responsible for maintaining in good condition and repair, and replacing (with ABM approval) the windows and exterior doors of their unit.
5. Window coverings must be clean and present a neutral color or white lining to the outside.
6. 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. Replacement of floor coverings in second and third floor apartment units should include installation of a quality underlayment to reduce the transmission of sound to the unit below.
8. Installing or maintaining an outside aerial, antenna, or satellite dish without prior approval of the Board is prohibited.

Responsibilities of the Unit Owner --- *Who pays*

The following list is intended as a general guideline to the most common maintenance or repair tasks. This is not an all-inclusive list. When in doubt about who is responsible for repair costs, ask the Board. Only the Board can make the final determination as to “who pays”.

(O) = Owner pays; (M) = Mutual pays; (M/O) = subject to the Board’s discretion

Air conditioning – filters, ducts, system service (O)

Air conditioning - system service (O)

Air conditioning - ducts (O)

Air conditioning - condensation line serving only one unit (O)

Air conditioning - condensation line serving more than one unit (M/O)

Appliances & appliance valves and hoses (O)

Attic fans in plaza homes (O)

Carport - storage cabinets (O - ABM required; paint to match as closely as possible)

Carport - vehicle fluid leaks (O)

Door - bell or button (O)

Door – door sweeps, weather stripping (O)

Door - entry (Mutual paints exterior), storm, and screen (O - ABM required)

Door – interior (O)

Door – glass sliders (O- ABM required)

Door - knobs, locks, deadbolts for the front exterior (O)

Door - locks and deadbolt (O)

Dryer – duct cleaning (O - Mutual cleans in 2-year cycles)

Dryer - duct vent cap (O)

Electrical:

Circuit breakers (O)

Circuit breakers, box, and panel (O)

Circuit breaker - sub-panel added by owner (O - ABM required)

Charging outlet (golf carts & electric vehicles) (O - ABM required)

Heat pump installation (O- ABM required)

In-unit Inspections (O)

Light fixtures and bulbs (O)

Outlets, switches, and covers (O)

Wiring serving one unit only (O)

Fireplaces and chimneys (O)

Florida Rooms, Enclosed Balconies & Enclosed Patios (O - ABM required)

Garage – automated door, hardware, opener & remote (O – ABM required)

Garage – pedestrian door (O - Mutual paints exterior)

Garden beds & plantings within four feet of the foundation (O)

Handicap ramps – install & remove (O - ABM required)

Insects, Pests, Wild Animals in unit — control, removal & spraying (O)

(M) If pests such as carpenter ants & bees, or termites are threat to structural integrity.

PROPERTY MAINTENANCE

Mail boxes – keys and locks in apartment buildings, door slots and boxes in plaza homes (O)

Plumbing**:

Faucets, spigots, sinks, tubs, showers inside unit (O)

Faucets, exterior spigots, sillcocks, hose bib, etc. that serve one unit (O)

Faucets, exterior spigots, sillcocks, hose bib, etc. that serve more than one unit (M)

Toilets, toilet hardware (ballcock, flapper, seal, tank handle, etc.) (O)

Shut-off valves – main line to one unit and kitchen & bathroom [toilet & sink] lines (O)

Plumbing, pipes, and drains, inside walls, floors, ceilings that serve one unit (O)

Plumbing, pipes, and drains, inside walls, floors, ceilings serving more than one unit (M)

Plumbing, drain & sewer blockages** (M/O)

Washing machine — Wall mounted cut off valves (O)

Smoke Detector – 10-year replacement, one per unit (M/O)

Walls and ceilings – cracks, separation, settlement, & nail pops (O)

Windows (O - ABM required) and window screens

** Drain & sewer blockages or backups (M/O) – A unit owner may be responsible for the expense of a plumber's services if the problem or damage originates from a pipe that services only their unit. The Board depends on the PPD plumber to ascertain the site of the blockage or break when determining who pays.

Property Emergencies:

A property emergency is defined as an event (inside a unit or in the common areas) in which damage or destruction to property is occurring or is imminent.

- During regular business hours 8:30-4:30 call PPD [Physical Properties Dept.] at 301-598-1500.
- After hours or on holidays & weekends, call the Main Gate at 301-598-1044.

In the event of a property emergency, where the service required might normally be the responsibility of the Mutual, the owner or resident must notify the Board as soon as possible.

Except in the event of an emergency, if a unit owner or resident asks PPD [Physical Properties Department] or any other contractor to perform work normally the responsibility of the Mutual, then that work will be paid for by the unit owner or resident.

Responsibilities of the Unit Owner --- Gardens, Planting Containers, & Ornaments

The Board has the duty to oversee the planting and maintenance of lawns, flowers, shrubs, and trees on the general common elements (the 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 common elements without the permission of the Board.
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 apartment atriums, are the sole responsibility of the Mutual.
3. 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.
4. In first-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.
5. In the plaza homes: 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.
6. All unit owners or their tenants are required to keep their planting beds and flower pots in a neat and orderly condition, free of weeds, grass, and dead plant materials.
7. Beds must be separated from adjacent lawns by a defined or fixed border to avoid interference with lawn maintenance.
8. Mulch should not pile up against the foundation of buildings, to avoid attracting termites.
9. Plantings should be kept at least twelve inches from any air conditioning unit.
10. No artificial flowers or shrubs are permitted anywhere on the exterior of the Mutual, except:
 - a) those placed in the lobbies of the apartment buildings by the Mutual, and
 - b) wreaths hung on the exterior doors of units.
11. No bird feeder or food for birds or other wildlife is permitted anywhere in the Mutual to avoid attracting rodents.
12. No bird bath or bird feeder, furniture, ornament, planter, or other object may be placed, attached, or hung on the general common elements.
13. Ornaments and plant and flower containers on the limited common elements may not be placed, attached, or hung in any way that will cause damage to the surface of the limited common elements. Repairs necessitated by such attachments will be assessed to the unit owner.
14. 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.

PROPERTY MAINTENANCE

15. 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.
17. Vegetable planting in beds or on balconies is permitted as long as there are no substantial objections from residents.
18. Second and third floor balconies may not hold planting containers larger than 17" in diameter, and no more than three (3) of that maximum size, to avoid structural stress caused by the weight of soil and water.
19. 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, and
 - c) there are no substantial objections from neighbors.
20. Hoses and hose storage racks or reels may be placed neatly on or next to [but not attached to] the building to facilitate watering of garden beds.

Building Modifications: General

1. "Building modifications" ["modifications"] are defined as architectural or structural changes, additions, installations, attachments, or the like.
2. Modifications that would affect a 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.
3. Modifications that would change the style of a building's exterior or the color of the brick, or cause damage to the brick or siding are strictly prohibited.
4. **The Mutual has authority over styles and colors presented to the exterior of buildings.**
5. Architectural or structural modifications to the unit or the limited common elements are not permitted without an ABM approved by the Board.
6. There shall be no deviation from the plans and specifications approved by the Board without the written consent of the Board.
7. A unit owner who makes any architectural or structural modification to the unit, or on the common or limited common elements, without the written approval of the Board may be subject to a fine or other sanction, including a demand for the removal of the addition or installation and restoration of the common or limited common element to its original condition - at the owner's expense.
8. A unit owner who constructs or has constructed an addition or other modification a building modification to the limited 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.
9. Unit owners are responsible for the maintenance, repair, removal, and replacement of any modification to their unit.
 - a) If their modification, or any part thereof, must be removed by the Mutual for the inspection or repair of common elements, the unit owner will be responsible for the costs of its removal and replacement.
8. Unit owners will be responsible for costs to repair damages to the common elements or private property caused by a failure to maintain their modification in good repair. This includes the cost to remove an adjoining enclosure in order to effect those repairs. In accordance with Maryland law, these costs may not exceed the amount of the Mutual's insurance deductible, whether or not an insurance claim is filed.

Building Modifications: Do I need an “ABM”?

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 Board before making any architectural or structural changes to your unit. The **Application for Building Modification [“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 for the safety and benefit of the entire community.

We strongly recommend that you submit an ABM for all your improvements, providing documentation for your unit’s permanent file.

The following are examples of changes that are not architectural or structural and DO NOT require an ABM.

- Interior painting
- Installation of good quality underlayment for the reduction of noise transmission, and 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.

Some examples of modifications that DO require an ABM:

- Adding or replacing windows, sliders, exterior doors, garage doors, and storm or screen doors. The Mutual has authority over styles and colors presented to the exterior of buildings.
- Adding new space by enclosing an atrium, patio, or balcony, or by building a Florida room or converting a garage into a bonus room.
- Renovations involving moving or removing internal walls or widening interior doors.
- Appliance relocation, lighting or electrical modifications and/or relocation (except for “in kind-in place” light fixture or outlet replacement).
- Upgrading kitchen or bathroom electrical outlets with CGFI (safety) outlets.
- Plumbing relocation or capping and HVAC (air conditioning) modifications (air conditioner & baseboard heat to heat pump) or relocation.
- Kitchen renovations involving counter top and/or cabinet replacement with layout changes requiring plumbing or electrical modifications.

These examples are not intended to be an all-inclusive list. If the Mutual has questions or needs more documentation, a representative of the Mutual will contact you.

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.

Completing the “ABM”:

1. Get an ABM (Application for Building Modifications) from our Mutual Assistant or online at www.mutual-14.org.
2. Return the completed form with all required documentation to our Mutual Assistant or a Board member.
3. Depending on the scope of the project, the ABM should include:
 - Signatures of the three closest neighbors who might be affected by these modifications (if applicable)
 - Contractor and/or business name, address, phone number & email address
 - Copy of contractor’s MHIC [Maryland Home Improvement Contractor] license
 - Copy of Maryland trade-specific license, e.g. Electrician’s or Plumber’s License (if applicable)
 - Copy of contractor’s Certificate of Liability Insurance *naming the unit owner(s) and Mutual 14 as additional insureds*
 - Detailed scope of work to be done [typed or printed neatly] including:
 - ❖ a sketch or drawing to scale of the proposed modifications –or–
 - ❖ information from a manufacturer’s catalog or brochure with descriptive information and material specifications
 - Copies of approved Montgomery County Permits (if applicable) after initial Board approval but prior to starting work.
4. The Board will review your application and make a decision to approve, modify, or reject your request. [The Board meets monthly on the third Tuesday.]
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.
6. There shall be no deviation from the approved plans and specifications without the written consent of the Board.

Additionally, projects that include new exterior doors, sliders and windows, new enclosures, or any other modification that increases or decreases the unit’s energy use, may also require a **“Request for E-Rating Change”**. Energy efficient doors and windows could reduce your condo fees; adding square footage to your unit could increase your condo fees.

Deliveries and contractors are permitted in the Mutual between 8:00am and 7:00pm Monday through Saturday only (no Sundays or public holidays). Deliveries and contractors may not enter Leisure World without authorization from the owner or owner’s representative, who should notify the Main Gate by calling 301-598-1044 in advance.

Packing materials and construction debris must be removed by the contractor, NOT put in our trash rooms. It is the unit owner’s responsibility to inform the contractor about our Rules and to ensure their compliance.

Enclosing Patios & Balconies in Apartment Buildings

In order to maintain harmony of design in the exterior of the apartment buildings, preserve the structural integrity of the buildings, and comply with state and county building codes, the unit owners and Board of Mutual 14 – Forest Glade have approved architectural standards for the enclosure of apartment patios and balconies. **These standards apply to construction of new enclosures and renovations to sliders and fill walls on existing enclosures.** These standards do not apply to only replacing glass.

You should know the requirements for this project before signing any contracts or paying deposits to a contractor. It is critical that you read the following “Specifications for apartment enclosures”.

Our Mutual Assistant can provide you with the Application for Building Modification [“ABM”] and the Request for E-Rating Change, and your contractor with the architectural drawings [elevations & details], by email or hard copy. In completing the ABM, your contractor must specify what materials will be used, the e-rating of the windows, and other details not specified on the drawings.

Submit the completed ABM to our Mutual Assistant or a Board member with all related documentation and it will be reviewed. Your contractor may not begin any work until you have received written approval from the Board.

Specifications for apartment enclosures:

1. Patios and balconies will be enclosed with standard-size* narrow frame, sliding glass door systems, transom windows above the headers on first and second floors, and fill-walls of equal width at left and right edges of the rough-opening.
 - A, G, & C units will consist of four 2-panel slider systems or two 4-panel slider systems
 - B, D, & E units will consist of two 3-panel slider systems
 - F units will consist of two 3-panel slider systems

* Standard sizes of sliding glass door systems:

2-panel system [one fixed panel, one slider] = 60” W x 80” H

3-panel system [two fixed panels, sliders] = 108” W x 80” H

4-panel system [two fixed panels, two sliders] = 120” W x 80” H

2. The exterior face of the enclosure will be 6” from the front edge of the patio or balcony.
3. Enclosure framing and window heads, stiles, and rails will be white vinyl-clad construction.
4. Each slider will be removable, with fully interlocking sashes, weather-stripping, and full fiberglass screens, containing no grids.

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5. All glass will be clear, featuring an Energy Star label, with low-E, argon gas insulated dual-pane, a U-value of at least 0.29, and a Solar Heat Gain Coefficient of 0.21.
6. Transom windows may be fixed or have a top-hinge awning opening. Decorative or colored glass will not be permitted.
7. Window treatments on enclosures must present a neutral color or white lining to the outside.
9. Exterior fill-walls will be constructed using white vinyl siding with fusion-welded frames and aluminum reinforcement.
10. Interior of fill-walls will feature 2-inch thick insulation.
- 11. All enclosures will adhere to the Mutual 14 architectural drawings.**
12. All exterior and interior components [dropped ceilings, lighting, & flooring] must meet Montgomery County building codes. It is the responsibility of the owner and contractor to apply for, and display, the appropriate County permits.
13. Owners should first read the section "Building Modifications: General" and complete and submit an ABM for approval by the Board before work may begin.
14. All contractors will be licensed in the State of Maryland and provide a certificate of insurance listing "Mutual 14 Condominium of Rossmoor" as an additional insured.
15. Ceiling construction for the interior of enclosures must allow for access to inspect and repair the balcony pan above. Mutual 14 will not be held responsible for the cost to remove or replace all or part of the ceiling if that is deemed necessary for inspection and repairs to the balcony pan above.
16. Owners will be responsible for all maintenance, repair, removal, and replacement of their enclosure, inside and out, including regular inspections & replacement of the flashing and sealant at the exterior base of fixed windows or sliding doors.
17. Owners will be responsible for damages to the common elements or adjoining private property caused by a failure to maintain the enclosure in good repair. This includes the cost to remove an adjoining enclosure in order to effect repairs. These costs may not exceed the amount of the Mutual's insurance deductible, whether or not an insurance claim is filed, in accordance with Maryland law.
18. Framing for screen-only enclosures must be white and match the framing in the architectural drawings for window systems.
19. First-floor egress screen door will be a standard 3068 screen door lacking additional ornamentation. Frame must be white in color.



Specifications for installation of soffits:

Unit owners wishing to install soffits to cover the balcony pans above their apartment patios or balconies [whether open or enclosed] should first read the section “Building Modifications: General”.

1. Unit owners must complete and submit an ABM for approval by the Board before work may begin.
2. Before installation, loose paint on the metal pan must be scraped away, and spray primer applied to the bare metal.
3. Framing for the soffit must be attached to the metal structure, not the building’s brickwork.
4. Soffits must be CertainTeed brand, non-aerated 4” vinyl in Colonial White.
5. Unit owners will be responsible for all maintenance, repair, removal, or replacement of the soffit ceiling.
6. Mutual 14 will not be held responsible for the cost to remove or replace all or part of the soffit ceiling if that is deemed necessary for inspection and repairs to the balcony pan above.
7. Owners will be responsible for damages to the common elements or adjoining private property caused by a failure to maintain the enclosure in good repair. This includes the cost to remove an adjoining enclosure in order to effect repairs. In accordance with Maryland law, these costs may not exceed the amount of the mutual’s insurance deductible, whether or not an insurance claim is filed.