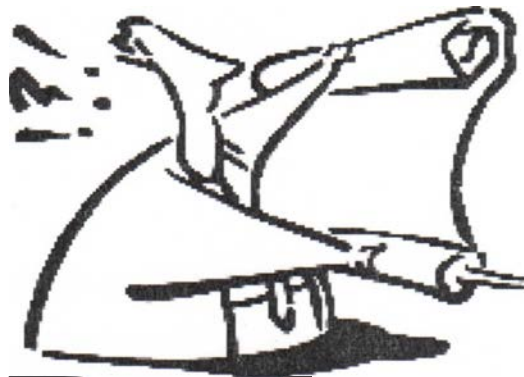


# Mutual 10 Rules

Kelmscot Village

-----Effective---

September 2014



# Rules

## Penalties and Sanctions

Failure to adhere to the following rules may result in the following sanctions, as imposed by the Board of Directors.

1. Non-conforming plantings may be required to be removed.
2. Failure to pick up after a pet may result in a \$25 fine per incident.
3. Feeding wildlife may result in a fine of \$100 per incident.
4. Repeated late payments of condominium fees may result in the withholding of any additional benefits paid for by the Mutual, such as roof replacement, patio door replacement, etc.
5. Any external damage to a unit that is caused by the owner will require restoration at the owner's expense.
6. Residents who are fined, or otherwise sanctioned, may request a Hearing by the Board to seek review of the sanction or fine.

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# Rules and Regulations of Mutual 10

*Revised on 07/24/2014*



## INTRODUCTION

Mutual 10 rules and Bylaws provide guidance for Mutual 10 residents. The booklet may be obtained from the Leisure World of Maryland receptionist in the Administration Building.

The following rules are an extension of the Mutual 10 bylaws and are intended to clarify as well as provide additional detail on certain provisions of the bylaws. These rules have the same force as the bylaws. Where the rules are in conflict with rules set forth by the Leisure World Community Corporation, Mutual 10 rules will govern within the boundaries of Mutual 10 and must be observed. Any exception must be approved by the Mutual 10 Board of Directors on a case-by-case basis. The granting of an exception in any one case does not automatically establish a precedent to be applied in other cases.

These rules may be amended by the Board of Directors from time to time, as deemed necessary. Any changes or amendments to rules enacted at a later date will become effective on the date of final approval by the Board. Any situation not covered by these rules should be referred to the Board for resolution.

## Occupancy

At least one of the persons residing in any unit of the Mutual must be 55 years of age or older. All other residents of the unit, excepting a spouse, must be over the age of 50, except as follows:

1. A person under the age of 18 may reside in the unit for no more than 30 days in a calendar year.
2. Any other person under the age of 50 may reside in the unit for no more than 90 days in a calendar year.
3. A unit owner's disabled relative under the age of 50 who requires assistance may reside in the unit as long as the unit owner is the care-giver and also resides in the unit.

## Leasing

1. Owners who contemplate leasing their property should present their plans to the Mutual Board of Directors before taking action.
2. The owner, or an agent acting on behalf of the owner, has the following obligations:
  - Provide a copy of the lease **with the Mutual 10 lease addendum** to the Mutual Assistant at the date of issue. The lease addendum shall read: The rights of a tenant to use/occupy a unit are subject to and subordinate to provision of Declaration & Bylaws and other reasonable rules and regulations relating to use of common elements, or other "house rules", as the Board of Directors may establish. Owner and tenant are each responsible for the behavior, and adherence to rules and bylaws, of tenants and their guests. The cost of any action taken by the association to enforce this lease addendum shall be the obligation of the owner and will constitute a lien on the unit.

- Provide proof to the Mutual Assistant that the owner has procured a Montgomery County rental license. If it is not provided within **30 days** of an owner informing us that he/she is renting, their name will be reported to the county. The license needs to be renewed each year and a copy given to the Mutual Assistant.
  - Provide proof of age eligibility of the lessees to the Mutual Assistant.
3. Rental of the unit for a period less than 3 months requires written approval by the Board of Directors prior to occupancy by the lessee.
  4. The owner of the unit shall provide a copy of the M10 rules to the lessee but ultimately the owner and tenant are each responsible for the behavior, and adherence to rules and bylaws, of tenants and their guests.

## Repairs and Maintenance

1. Any requests by a resident for repairs or maintenance expected to be Mutual expense must be placed with the President or Vice President of the Mutual. If deemed a valid request, they will then place the work order with PPD (Physical Properties Division) or other appropriate company. Contact information for the President or Vice President is printed monthly in The Tidings. In the case of an emergency, the resident may contact PPD (during normal business hours) or the Main Gate (during non-business hours) directly but must also contact the President or Vice President.
2. Payment for any work orders placed directly by a resident will be the full responsibility of the resident or owner.
3. Any damage resulting from negligence or misuse by a resident is the responsibility of the owner to repair or replace



**IN THE EVENT OF A LIFE-THREATENING  
EMERGENCY, ALWAYS CALL 911 FIRST.**

## Architectural or Structural Changes

### See ABM Form at End!

1. An Application for Building Modification (ABM) shall be submitted and approved by the M-10 board before any architectural or structural changes can be made to the unit. This does not apply to the replacement of existing appliances, cabinets, countertops, splashboards or other items that do not change the floor plan or structural integrity of the unit. An ABM form may be obtained from the Mutual Assistant or on the Leisure World of Maryland website [www.LWMC.com](http://www.LWMC.com)
2. **Responsibility for any structure built onto or within the original footprint of a residence, including, but not limited to, a bonus room, Florida room, exercise room, 111,ud room, foyer, sun room or any additional living or storage space not a part of the**

*original living space of the unit is entirely the responsibility of the current owner.*

2. **The repair or replacement of any damage to the modified portion of the structure or its contents is the responsibility of the current owner, regardless of cause.** This includes but is not limited to damage that results from a storm, roof leak, plumbing problem, electrical problem, or other cause.
3. No attachments shall be affixed to the vinyl siding of the unit or its patio fence that will mar their surfaces unless pre-approved by the M-10 Board of Directors. This includes but is not limited to the use of nails, screws, anchors or any destructive adhesive-like material.

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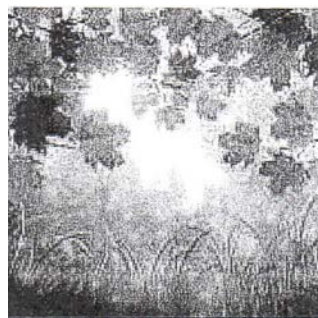
Other than in an emergency, residents who think that a repair should be paid for by the Mutual are cautioned to call the President or Vice President in advance to determine whether the Mutual will pay. Residents should not commit the repair to any contractor, OR to PPD before taking this step!

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4. External antennas or satellite dish installations are permitted in the patio area only and may not be visible above the fence.

## **Landscaping**

1. Plantings of shrubs and flowers may be made within the fenced patio or on the perimeter of the residence but are not to extend more than 4 feet from the unit's wall (five feet if under an overhang) and must be fully mulched, properly weeded, and kept free of leaves and debris.
2. All plants must be at least two feet from walls or air conditioners.
3. Growth must be trimmed so that branches are no closer than one foot from the wall.
4. The height of the plants may not exceed the edge of the roof and must be below the height of the gutters.





5. Climbing plants must be secured to a trellis and be at least two feet from the wall. The trellis must be of rustproof metal, plastic, or treated wood.
6. Artificial shrubs and flowers, bird baths, statues, and other ornaments, are permitted in the enclosed patio area only.
7. Vegetable plants, fruit bearing trees and shrubs are permitted in the enclosed patio area only.

## **Articles Outside of Units**

Each resident is expected to maintain a neat appearance in the common areas associated with their unit. (The common areas include driveways). Except when in use, wheelbarrows, garden tools, and garden supplies must be kept in the garage or enclosed patio of the unit.

### **Trash**

1. Any household trash containing food waste or packaging must be placed in plastic bags which must then be placed in a lidded solid plastic or metal container (i.e., a trashcan.) Trash other than garden waste and containing non-food items shall be placed in paper or plastic bags but do not need to be placed in the solid containers. Recyclable items, other than newspapers, should be placed in containers specifically provided by Leisure World of Maryland for their use. Newspapers may be placed in paper bags. Trash shall not be placed in the trash collection area until the night before the collection day. Large items, such as appliances or large boxes do not have to be placed in bags or containers and may be placed at the collection point no sooner than the night before the collection day.
2. Garden waste must be placed in paper bags (no plastic bags shall be used) or tied up into bundles for collection. Limbs too large to be bagged or bundled may be placed at the collection point. A call



must be made to Physical Properties Grounds department to arrange for pick-up of garden or tree waste.

## **Keys**

1. Every resident is encouraged to provide a door key to the Leisure World of Maryland Security office, along with the following information:
  - a. Name of occupant
  - b. Emergency contact phone number of someone not residing here.
2. All residential alarm systems must be installed and contracted with a company registered and licensed with Montgomery County.
3. If keys are not available, and in the case of an emergency, the Board has the right to enter a home by any means necessary. Any related damages will be the responsibility of the unit owner.

## **Garage Doors**

Garage doors must be kept closed at all times, except when the garage space is in use by the resident.

## **Outdoor Cooking**

Outdoor cooking is permitted on open patios but never within three feet of an overhang, wall, or patio fence. No other heat-generating devices may be maintained or used on any patio.



## **Vehicles**

1. All vehicles owned or leased and regularly used by a resident must have a valid state registration and bear an identification marker issued by the Leisure World of Maryland Security and Transporta-

tion office. Mutual 10 residents may maintain no more than two vehicles within the Mutual.

2. Any electric vehicles that are to be charged from the building electrical service must be approved by the Board of Directors in advance of purchase. Any charging device must be installed according to Montgomery County Electric Code. (Hybrid vehicles that do not require charging need not be pre-approved). An additional fee will be added to the unit's condo fee for the charging. The amount of the fee will be determined by the Board of Directors.
3. Only personal vehicles owned or leased by the Mutual resident may be washed in the unit driveway. Vehicle maintenance is prohibited in driveways or other common areas of the Mutual.

## **Parking**

1. All vehicles parked on a day-to-day basis must belong to residents or temporary guests and must have a valid license tag.
2. No recreational vehicle (trailer, motor home, fifth-wheel camper & truck, camper or boat) may be parked within the Mutual except a maximum of two days for the purpose of loading or unloading. No commercial vehicles are allowed to park overnight.
3. Golf carts shall not be parked on any street or sidewalk within the Mutual, or between the street and sidewalk. If parked beside a unit, the cart must be screened with appropriate plantings.

## **Visitors**

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Residents should call the Main gate at 301-598-1044 to provide notification of expected visitors. The Main Gate is open 24 hours a day. *Residents are responsible for assuring that visitors follow Mutual Rules*

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## Solicitation

Door to door solicitation within the Mutual for any purpose is prohibited. Any infraction should be reported to the Main Gate.

## Signs

One temporary real estate sign of customary and reasonable dimensions and offering a unit for sale or **rent** may be displayed in a window. All other signs of any character are prohibited.

## Estate and Garage Sales

Mutual residents, heirs, or designated representatives desiring to conduct an Open House, estate or garage sale within Mutual 10 must submit a written request for prior approval to the Board of Directors. Yard or driveway sales are not permitted. If approved, the Board will forward the request to the Leisure World of Maryland General Manager who will grant final approval.

## Pets

1. *All dogs and cats must be registered with the Mutual Assistant. Each residence is limited to two four-legged pets.*
2. Montgomery County Ordinances regarding pets are in effect and applicable at all times. All pets must be inoculated and licensed as required by law.
3. When outdoors, dogs and cats must be kept on a leash. When in- side, please keep pets quiet in consideration of your neighbors.
4. For toilet purposes, animals must be kept away from buildings and walks. The owner or lessee of the unit in which the pet resides or is visiting is responsible for removal and proper disposal of all droppings, in accordance with Montgomery County laws. Respect for neighbors' property should be observed at all times.



5. In the case of a complaint concerning a pet's whereabouts or actions, the Board of Directors will solicit the owner's explanation of the incident. After due consideration, the Board reserves the right to require the owner to remove the pet from the Mutual.
6. It is forbidden to feed wildlife within Leisure World of Maryland. This includes, but is not limited to, deer, geese, birds, squirrels, and chipmunks.

## **Payment of Condominium Fees and Assessments**



1. Monthly condominium fees and assessments are due on the first business day of each month. On the 16<sup>th</sup> day of each month (or next business day thereafter) a late charge will be imposed at a rate as periodically established by the Board of Directors.
2. All unit owners are strongly encouraged to sign up for direct debit of their monthly fee.
3. If delinquent condominium fees, assessments, and late charges are not satisfied voluntarily, a lien may be imposed. If any lien is not satisfied in a reasonable amount of time, the Mutual reserves the right to foreclose on the property.

## **Miscellaneous**

1. No free-standing flagpoles are permitted.
2. Flag holders may be affixed to either the front porch post or to either corner of the garage wall where the garage door is normally located. At either location they must be secured to the studs located under the vinyl covering and not held in place by the vinyl covering alone. These holders shall be limited in size to those already in use elsewhere within the mutual. Any variance in size must be approved in advance by the M-10 Board.

## **MUTUAL 10 RESPONSIBILITIES**

**The Mutual is generally responsible for maintenance of the following**

- COMMON AREAS
- ROOFS
- SIDING AND SHUTTERS
- GUTTERS AND DOWNSPOUTS
- FENCES
- DRIVEWAYS
- SIDEWALKS AND CONCRETE LEADING TO FRONT DOORS
- CHIMNEYS (Exterior only, at and above roofline).
- ORIGINAL PATIO SURFACE
- GARAGE DOORS, EXCLUDING OPENERS
- ELECTRICAL PANEL AND SUBPANEL
- ORIGINAL ELECTRICAL WIRING AND OUTLETS (NOTE: ANY CHANGE TO ORIGINAL WIRING NOT MADE ACCORDING TO CURRENT CODE REQUIREMENTS RELIEVES THE MUTUAL OF THIS RESPONSIBILITY)
- ORIGINAL PLUMBING UNDER THE FLOOR OR WITHIN WALLS OF UNIT AND EXTENDING TO WSSC SERVICE LINE
- WATER SHUTOFF VALVES AND OUTDOOR SILCOCKS
- SEWER STOPPAGES DUE TO TREE ROOTS OR BLOCKAGE OUTSIDE OF PROPERTY LINE.
- EXTERMINATION OF TERMITES, CARPENTER ANTS, CARPENTER BEES, OR ANY STINGING INSECTS.

**The unit owner is responsible for all other expenses incurred in maintaining, repairing, or improving the unit. Any alterations or additions (such as a patio floor or all or part of a garage converted to a bonus room) will also be the responsibility of the unit owner.**

***Any damage resulting from negligence or misuse by a resident is the responsibility of the owner to repair or replace.***



## Application for Building Modification Instructions

### Basic Information

The Physical Properties Department (PPD) reviews proposed building modifications for the purpose of providing professional guidance to the Boards of Directors of the various Mutuels. The goal is to protect and ensure that there is a high level of quality and continuity for all construction projects throughout the Leisure World community.

**PLEASE NOTE:** Unit owners must refer to their Mutual Bylaws, Rules, and Regulations **to ensure that modification is allowed, before submitting this form for approval.**

*It is very important that you do not enter into any signed contract with a contractor or give a contractor a deposit until your building modification application has been approved, in writing, by your Mutual board and the Physical Properties Department. If you need things like permits and/or special plans from a contractor in order to get board approval, we recommend that you do a draft application (this form) with details of exactly what you want to do prior to getting permits. Your Mutual board can then give you advice on the project and an indication (non-binding) as to whether the project may be approved. Note that if you have to enter into a contract to get permits and formal plans, we recommend that you write into the contract that it is void if you don't get Mutual approval by a certain date.*

### How to Apply

Copies of the ABM Form can be obtained from your Mutual Assistant in the Administration, from the Physical Properties office, or from the Leisure World web site ([www.lwmc.com](http://www.lwmc.com)).

You must fill out the attached form completely. If you fill in the form by hand, please write clearly and neatly since many people have to read the form. If you have access to a computer, you can download the form as a fillable PDF and enter the information as you would on a typewriter.

### Other Information

- \* This application is good for 180 days from date of final approval by the owner's Mutual board. If work is not started within 180 days, a new application must be submitted.
- \* Unit owners must call PPD 48-hours prior to the start of any construction work at: (301) 598-1317. Permits, if needed, must be provided to PPD at this time.
- \* A signed copy of the approved application must be provided by the Mutual to the PPD.
- \* A new application must be submitted if there are any changes or additions to the original application, highlighting the changed or additional material.
- \* All forms without the necessary information included will be returned to the resident for completion.
- \* If you have any problems or have any questions, depending on your Mutual, please contact your Mutual Assistant or your Property Maintenance Manager.



## Where to Submit

Submit the ABM form, along with all accompanying documents, to your property manager, Mutual Assistant, or PPD, according to the policy of your Mutual. See checklist below.

Next steps after submission to your mutual are for them to submit to PPD. Once PPD reviews, it transmits the form to your Mutual for final approval. The Mutual Board will notify of the disposition of the application. It is your responsibility to query your Mutual Board if you have not heard about your application within 60 days of your request.

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The following checklist is a guide to help ensure that the information you need to successfully complete the ABM Form has been provided.

**D** Filled out the ABM form.

**D** Signatures of the three closest residents who might be affected by modification, *if applicable*.

If you are using a contractor other than PPD, you must include the following:

- o Contractor and business name, address, phone number.
- o Copy of contractor's license/contractor's Maryland (specific) trade license number.
- o Copy of Contractors' Certificate of Liability Insurance which names the **unit owner(s)**, the **mutual, and Leisure World of Maryland Corporation as additional insured.**
- o Detailed scope of work to be done by contractor

**D** Copies of approved **Montgomery County Permits** if applicable, prior to starting work, and *after* initial approval.

**D** Detailed (typed) or neatly printed description of the proposed modification) and detailed scope of the work to be done by the contractor(s)), including, one or more of the following: a sketch or drawings of the completed work. (Done to scale), information from a manufacturer's catalog or brochure with descriptive information and materials used.

**D** For Master Meter home projects that include doors, windows, or anything else that might change the homes E-Rating you must contact the Energy Advisory Committee at 301-598 -1336.



Dated Submitted to Mutual: \_\_\_\_\_

Date Received By PPD: \_\_\_\_\_



# Application for Building Modification

Name (include co-owner): \_\_\_\_\_

Address: \_\_\_\_\_

Mutual#: \_\_\_\_\_

Unit#: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

### TYPE of MODIFICATION:

<input type="checkbox"/> Lighting/Electrical	<input type="checkbox"/> Window/Patio Door/Skylight	<input type="checkbox"/> Florida Room/Addition, or enclosure
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Bonus Room (garage conversion)	<input type="checkbox"/> Patio/Awning/Patio cover
<input type="checkbox"/> Hand Rail	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Exterior Ramp (temporary)
<input type="checkbox"/> Fence	<input type="checkbox"/> Shed	<input type="checkbox"/> Exterior Door/Storm
<input type="checkbox"/> Other (indicate what it is): _____		

If work is to be performed by a contractor please provide the following information (if dealing with more than one general contractor provides the same information for each). Also please note the additional items you must include with this application that are listed in the checklist of the instructions. These items must be provided, if applicable to your job, even if you do not use a contractor.

Name of General Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

M/D (specific) Trade License#: \_\_\_\_\_

You are responsible for the signatures of the *three closest residents* who will be most affected by the modification attesting to their approval:

1) Resident: \_\_\_\_\_ Address: \_\_\_\_\_ Date: \_\_\_\_\_

2) Resident: \_\_\_\_\_ Address: \_\_\_\_\_ Date: \_\_\_\_\_

3) Resident: \_\_\_\_\_ Address: \_\_\_\_\_ Date: \_\_\_\_\_

**Detailed Description of What You Are Going to Do** (if needed, use a separate sheet of paper).

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- .. I/We hereby agree to the responsibility now, and in the future, of all costs and labor, which are associated with this building modification, including but not limited to, equipment, materials, painting, planting, maintenance, or any needed restoration involved with the attached modification application.
- I/We will save Leisure World of Maryland Corporation harmless, by employing only licensed Contractors, who furnish a Liability Insurance Certificate to the Physical Properties Department, and agree to adhere to all applicable regulations established for Contractors, when operating within Leisure World.
- 11. I/We understand that any additional future upkeep or maintenance expense caused by the above requested modification will be billed to the current unit owner(s) and future owners.

**Unit Owner(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_

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***PHYSICAL PROPERTY OFFICE RECOMMENDATION AND COMMENTS***

**APPROVE**                       **DISAPPROVE**

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**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

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***MUTUAL BOARD OF DIRECTORS (or PROPERTY MAINTENANCE COMMITTEE) COMMENTS***

**APPROVE**                       **DISAPPROVE**

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**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

# **TRASH PICK UP- MUTUAL 10**

**MONDAY**

**MUTUAL 10**

**THURSDAY**

**MUTUAL 10**

Exceptions to these regular collections may be the holidays of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day.

If you have any questions regarding solid waste/recycling, please contact the Vehicle Maintenance Department at (301) 598-1343.

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# WEDNESDAY

Recyclable Newsprint - Every Wednesday

Recyclable Magazines - First Wednesday of each Month

Paper/Cardboard Box - Every Wednesday