

**Rules and Regulations**  
**Maryland Mutual No. Ten Inc.**  
**Effective February 23, 2023**

Rules and Regulations .....	1
Introduction.....	1
Communication.....	1
Payment of Condominium Fees and Assessments .....	1
Occupancy .....	2
Leasing.....	2
Sanctions .....	2
Upkeep and Appearance.....	3
Trash and Recycling .....	3
<b>Notes</b> .....	3
Repairs and Maintenance .....	3
Architectural or Structural Changes .....	4
Landscaping .....	4
Articles Outside of Units.....	5
Security .....	5
Keys.....	5
Alarm Systems .....	5
Garage Doors.....	5
Vehicles.....	6
Parking.....	6
Visitors .....	6
Solicitations .....	6
Signs and Notices.....	6
Other .....	7
Pets.....	7
Wildlife .....	7
Flag poles.....	7
Outdoor Cooking.....	7
Maintenance Responsibilities as of January 26, 2023 .....	8
General .....	8
Appearance .....	8
Other Items of Note.....	8
Mutual 10 Maintenance Responsibilities As of January 26, 2023.....	9
Important Notes.....	9

# Rules and Regulations

## Maryland Mutual No. Ten Inc. Kelmscot Village

**Effective February 23, 2023**

### Introduction

Mutual 10 rules and bylaws provide guidance for Mutual 10 residents. This document may be obtained from the Leisure World of Maryland receptionist in the Administration Building or be viewed on the Leisure World Resident Website.

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 Mutual 10 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.

### Communication

Several means of communication between residents, Leisure World, and the M10 Board of Directors are available. Residents are responsible for using them. Contact information is published in *The Kelmscot Village Tidings* every month. Key contacts are:

- The Mutual Assistant (MA)
- Officers and Directors of Mutual 10
- Leisure World offices

Robo-Calls allow residents to be advised by telephone of situations that may arise. Contact the MA to have your phone number(s) added to the calling list.

Residents should notify the MA of changes to their phone numbers or e-mail addresses, of changes in emergency contact information, and if the status of the unit changes, i.e., going on sale.

### Payment of Condominium Fees and Assessments

Monthly condo fees and assessments are due on the first business day of each month. On the 16th day of each month (or the next business day thereafter) a late charge will be imposed at a rate as established by the Board of Directors.

- All unit owners are strongly encouraged to sign up for direct debit of their monthly fee to ensure they arrive in a timely manner.



If delinquent condo 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.

### 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:

- A person under the age of 18 may reside in the unit for not more than 30 days in a calendar year.
- Any other person under the age of 50 may reside in the unit for no more than 90 days in a calendar year.
- 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 caregiver and also resides in the unit.

### Leasing

Owners who contemplate leasing their property should present their plans to the Mutual Board of Directors before taking action. 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 proof given to the Mutual Assistant.
- Provide proof of age eligibility of the lessees to the Mutual Assistant.

Rental of the unit, or occupancy by anyone other than the owner, for a period less than 6 months requires written approval by the Board of Directors prior to occupancy by the lessee.

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.

### Sanctions

Failure to adhere to Mutual 10 rules may result in the following sanctions, as imposed by the Board of Directors.

- A violation of any rule may be penalized by the levying of a fine of an amount determined by the Mutual 10 Board. Fines can range from \$25 to \$200 per incident.



- Financial obligations not met may result in legal proceedings such as a lien on an owner's unit. Any and all legal costs will be the responsibility of the unit owner.
- Any external damage to a unit caused by the owner will require restoration at the owner's expense.
- Residents who are fined, or otherwise sanctioned, may request a hearing by the Board to seek review of the sanction or fine.

## Upkeep and Appearance

### Trash and Recycling

**Household trash** containing food waste or packaging must be placed in plastic bags, which must be placed in a lidded, solid plastic or metal container (e.g., trash can). Trash (other than garden waste) containing non-food or non-recyclable items shall be placed in paper or plastic bags but these do not need to be placed in solid containers. Household trash should be placed at the point of collection no sooner than the night before collection day.

Items such as small 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 collection day. For the removal of large items, such as furniture or appliances, call 301-598-1343.

**Recyclable items** including glass, plastic, and metal, should be placed in blue recycling containers. Please refer to the current PPD recycling guidelines to learn what can and cannot be recycled.

**Paper products** including newspapers, junk mail, inserts, cardboard, and magazines, may be placed in a recycling container or secured and stacked for pickup. Cardboard boxes should be flattened or nested. Do NOT use plastic bags to recycle paper products.

**Garden waste** - You must call the PPD Grounds Department at 301-598-1314 to arrange for pick-up of garden or tree waste. Items must be placed in paper bags or tied up into bundles for collection. Limbs too large to be grabbed or bundled may be placed at the collection point. Plastic bags are prohibited.

### Notes

- Trash and recyclables shall not be placed in the collection area until the night before collection day.
- Pickup instructions and schedules are available from PPD and on the Leisure World website. The Mutual assistant can provide electronic copies.
- Blue recycling containers are available at the PPD warehouse at no cost.

### Repairs and Maintenance

Any requests by a resident for repairs or maintenance expected to be a 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 Department) or other appropriate companies.

- Payment for work orders placed directly by a resident or owner will be their full responsibility.



- Contact information for the President and Vice President is printed monthly in the Mutual 10 newsletter, *The Kelmscot Village Tidings*.

In the case of an emergency, the resident may contact the Property Manager during normal business hours, or the Main Gate during non-business hours. They must also contact the President or Vice President as soon as practical. Critical phone numbers are published in *The Tidings* every month.

***In the event of a life-threatening emergency, always call 911 first!***

### **Architectural or Structural Changes**

An Application for Building Modification (ABM) shall be submitted by the owner and approved by the M10 Board before any architectural or structural changes may be made to the unit. This does not apply to the replacement of existing appliances, cabinets, countertops, back-splashes 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 it may be copied from the Leisure World of Maryland website: [www.lwmc.com](http://www.lwmc.com)

Responsibility for any structure built onto or within the original footprint of a residence, including, but not limited to, a bonus room, exercise room, foyer, Florida room (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. This includes any additional costs for cleaning the gutters on any patio or Florida roof extension.

- Although the Mutual is responsible for the original structure, any damage to the modified portion of the structure or its contents is the responsibility of the current owner.

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 M10 Board of Directors. This includes, but is not limited to, the use of nails, screws, anchors or any destructive adhesive-like material.

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

Other than in an emergency, residents who think that a repair should be paid for by the Mutual are cautioned to contact 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!

### **Landscaping**

Planting of shrubs and flowers may be made within the fenced patio or on the perimeter of the residence, not to extend more than four feet from the unit's wall (five feet if under an overhang) and must be fully mulched, properly weeded, and kept free of debris. Rocks or gravel may not be used in place of mulch. Mulch must be placed several inches below the siding.

- All shrubs or flowers must be planted at least two feet from walls. No trees are allowed within the four foot flower beds or inside patios.
- The height of the plants must be below the gutters, roof, or the overhang of the roof. Any exceptions need approval by the Board.
- Climbing plants must be secured to a trellis which is at least two feet from the wall. The trellis must be of rustproof metal, plastic, or treated wood and maintained in good condition.



- Artificial shrubs and flowers, bird baths, and statues are permitted in the enclosed patio area only. Anything that could be a receptacle for accumulated water is not allowed. Any item that circulates the water is allowed (e.g., portable water fountains). Any ornaments for flower beds need to be approved by the Mutual 10 Board.
- Holiday lights must be taken down by January 15.
- Netting, to protect from deer, may only be as high and wide as the plant itself.
- Vegetable plants, shrubs, and flowers are permitted in the enclosed patio area. Trees are not permitted in the enclosed patio area.

Contractors doing private landscaping work are responsible for removing all debris resulting from the job. Contractor-generated debris may not be left on the curb for Leisure World pick-up.

### **Articles Outside of Units**

Each resident is expected to maintain a neat appearance in the common areas associated with their unit, which includes driveways.

Except when in use, wheelbarrows, garden tools, and garden supplies must be kept in the garage or on the enclosed patio of the unit.

Residents may place a storage pod for up to one month to facilitate moving in or out, or during renovations. A pod must be placed on the driveway such that it does not interfere with vehicular traffic. Exceptions must be approved by the Mutual 10 Board.

- Residents wishing to place a pod must contact the Mutual Assistant to register it.
- Pod placement may be extended for up to three months upon written request and Board approval.

## **Security**

### **Keys**

Every resident is encouraged to provide a set of keys for their home to the Leisure World of Maryland Security office. The package should include names of occupants; emergency contact information for one or more people not residing there, and access codes for the garage or a lock box.

If keys are not available, in the case of an emergency the Board has the right to enter a home by any means necessary. Any related damage will be the responsibility of the unit owner.

### **Alarm Systems**

All residential alarm systems must be installed and monitored by a company registered and licensed with Montgomery County.

### **Garage Doors**

Garage doors must be kept closed at all times, except when the garage space is in use by the resident. An open garage door is a security risk, and also a means of entry for rodents.



## Vehicles

All vehicles owned or leased and regularly used by a resident must have a valid state registration and bear an identification marker or gate access tag issued by the Leisure World of Maryland Security and Transportation office. Mutual 10 residents may maintain no more than two vehicles within the Mutual.

Electric vehicle chargers are permitted per current policy. Please contact the Mutual Assistant for a form that includes the current policy and charging fees.

Only personal vehicles owned or leased by a Mutual resident may be washed in the unit driveway. Vehicle maintenance is prohibited in driveways or other common areas of the Mutual.

## Parking

All vehicles parked on a day-to-day basis must belong to residents or temporary guests and must have a valid license tag.

- No recreational vehicle (RV – a trailer, motor home, fifth-wheel camper and truck, camper or boat) may be parked within the Mutual. These vehicles may be parked for one or two days for the purpose of loading or unloading, but must not obstruct any driving area or be parked in a fire lane.
- No commercial vehicles may park overnight.

Golf carts shall not be parked on any street within the Mutual or between the street and sidewalk. Golf carts must be parked in the garage or on the driveway.

Parking or driving on grass is prohibited. Parking is not allowed on concrete turn-around areas.

## Visitors

Residents should contact the Main Gate at 301-598-1044 or by available on-line resources to provide notification of expected visitors. The Main Gate is open 24 hours, 7 days a week, Residents are responsible for assuring that visitors follow Mutual 10 Rules.

## Solicitations

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

## Signs and Notices

**Realtor signs:** One temporary real estate sign of customary and reasonable dimensions offering a unit for sale or rent may be displayed in a window.

**Estate and garage sales:** Mutual residents, heirs, or designated representatives desiring to conduct an Open House, estate sale, or garage sale within Mutual 10 must submit a written request for prior approval to the Board of Directors. If approved, the Board will forward the request to the Leisure World of Maryland General Manager, who will grant final approval.

**Yard Sales:** Yard or driveway sales are not permitted.





**Delivery Instructions:** Small, unobtrusive signs with package delivery instructions may be posted by the mail box and / or on the patio. Signs must be attached with a method that does not damage the surface.

## Other

### Pets

Each residence is limited to two four-legged pets, which may be dogs and/or cats. Pets must be registered with the Mutual Assistant.

Montgomery County Ordinances regarding pets are applicable at all times. All pets must be inoculated and licensed as required by law.

When outdoors, dogs and cats must be kept on a leash. Please keep pets quiet in consideration of your neighbors.

For toilet purposes, animals must be kept away from buildings and walks. The resident 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.

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.

### Wildlife

It is forbidden to feed wildlife within Leisure World of Maryland. This includes, but is not limited to, deer, geese, birds, squirrels, and chipmunks.

### Flag poles

Free-standing flagpoles are not permitted. 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 Mutual 10 Board.

### 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. Any damage to siding, fencing, gutters, roofs, or the patio floor will be the responsibility of the owner to repair or replace.





## Maintenance Responsibilities as of February 23, 2023

### General

Everything within your living space is your responsibility. Everything within the walls (plumbing and wiring) and outside of the home is maintained by the Mutual. Residents are responsible for the repair costs for any damage they have caused.

- These Rules cover original plumbing and wiring. Changes made during remodeling, and all parts of a bonus room or a Florida room (sunroom) are the owner's responsibility.
- Any repairs or modifications to your unit must be made by licensed, insured craftsmen in accordance with current codes and with required permits.
  - Work done not to code will relieve the Mutual of all responsibility and liability.
  - Work done without necessary permits may result in penalties by local authorities.

### Appearance

The Mutual checks homes for appearance and damage from time to time. Residents must ensure that any damage is reported so the Mutual can have it repaired in a timely manner.

- A damaged garage door will be repaired by the Mutual's contractor, at the resident's expense.
- Siding damaged or altered by the resident will be repaired by the Mutual's contractor, at the owner's expense. Do not attach anything to the siding. Hang seasonal decorations with a non-destructive plastic hanger.
- If a downspout or siding is damaged by our contracted landscaper, please contact the Property Manager as soon as practical. Please provide photographs and other items that can help us recover the repair costs.

### Other Items of Note

- The Mutual maintains the patio gates. Please do not try to adjust them yourself.
- The creaking and cracking noises that occasionally emanate from within your closets and walls are normal and related to seasonal temperature changes.
- Please contact the Property Manager to report problems for which the Mutual may be responsible, or if you have questions regarding who is responsible.
- Please contact the Director of Landscaping to discuss your garden or other landscaping issues.



## Mutual 10 Maintenance Responsibilities As of February 23, 2023

Area	Mutual 10	Resident
<b>Building Exterior</b>	<ul style="list-style-type: none"> <li>• Roofs, gutters, and downspouts.</li> </ul>	<ul style="list-style-type: none"> <li>• Patio roof extensions and Florida rooms.</li> </ul>
	<ul style="list-style-type: none"> <li>• Chimney exterior, at and above the roof line.</li> </ul>	<ul style="list-style-type: none"> <li>• Flue liner, interior doors and screens, fireplace inserts.</li> </ul>
	<ul style="list-style-type: none"> <li>• Siding, shutters, fences, and gates.</li> </ul>	<ul style="list-style-type: none"> <li>• Changes to siding and shutters.</li> </ul>
	<ul style="list-style-type: none"> <li>• Original patio surface.</li> </ul>	<ul style="list-style-type: none"> <li>• Modified patio floors.</li> <li>• Floor stains and cracks.</li> </ul>
	<ul style="list-style-type: none"> <li>• Driveways, sidewalks, and concrete walkways leading to front doors.</li> </ul>	<ul style="list-style-type: none"> <li>• Modified parking area, altered walkways, and altered front porch surface.</li> </ul>
<b>Building Interior</b>	Damage caused by a roof leak, including in a Bonus Room, will be repaired and painted.	<ul style="list-style-type: none"> <li>• Maintenance, repairs, redecorating.</li> <li>• Improvements, including bonus rooms and patio alterations.</li> <li>• Environmental systems including HVAC, air ducts and interior air quality.</li> </ul>
<b>Common Areas</b>	<ul style="list-style-type: none"> <li>• Trees, shrubs, and other flora.</li> <li>• Grounds maintenance.</li> <li>• Leaf and snow removal.</li> <li>• Street and walkway lighting.</li> </ul>	<ul style="list-style-type: none"> <li>• The garden area four feet around the home, the patio, and all flora within the patio.</li> <li>• Parking area snow removal.</li> </ul>
<b>Electrical</b>	<ul style="list-style-type: none"> <li>• Original electrical wiring and fixtures.</li> <li>• Electrical panel, and sub-panel.</li> </ul>	Additional wiring. Maintenance of lights, outlets, switches, and other devices.
<b>Garage</b>	<ul style="list-style-type: none"> <li>• Garage floor.</li> <li>• Garage door.</li> </ul>	<p>Cosmetic repairs, paint, etc.</p> <p>The door opener system (lifter,) and its accessories. Window panels:</p> <ul style="list-style-type: none"> <li>• Nothing may be placed on the windows.</li> <li>• No decorations or visual modifications are permitted on the door exterior.</li> </ul>
<b>Pest Control</b>	<ul style="list-style-type: none"> <li>• Extermination of termites, carpenter ants, carpenter bees, and other wood destroying insects.</li> <li>• Removal of wasp and hornet nests.</li> </ul>	The owner is responsible for treating rodents, insects, and other household pests. The Mutual can arrange for service by our contractor at the owner's expense.
<b>Plumbing</b>	<i>Flush ONLY human waste and bathroom tissue. Products touted as "Flushable" can cause an expensive main sewer blockage, for which the resident may be deemed responsible.</i>	
	<ul style="list-style-type: none"> <li>• Original plumbing under the floor or within walls of a unit and extending to the WSSC service line.</li> <li>• Main water shut-off valve and outdoor hose bibbs (sill cocks).</li> <li>• Sewer stoppage due to tree roots or blockage outside of the property line.</li> </ul>	<ul style="list-style-type: none"> <li>• Modified plumbing within walls.</li> <li>• Sink, tub, or toilet stoppages.</li> <li>• Drain backups caused by a resident.</li> <li>• Valves for toilets, sinks, and other fixtures and devices.</li> <li>• Pipe damage or blockage caused by patio flora, i.e., tree roots.</li> </ul>

### Important Notes

- In case of an emergency, contact the Property Manager (daytime) or the Main Gate after hours to report the problem. Notify an M10 director as soon as practical. If there is major damage, you should also notify the Leisure World insurance office and your condo insurance agent.
- If a resident authorizes work that is a Mutual responsibility, they may be responsible for payment and for any follow-up work.

