

Mutual 10 Rules

Kelmscot Village

Effective October 2018

Contents

Page

1	Introduction
2	Penalties and Sanctions
3	Occupancy
3/4	Leasing
4	Repairs and Maintenance
5	Architectural or Structural Changes
6	Landscaping
7	Articles Outside of Units
7	Trash
8	Keys
8	Garage Doors
8	Outdoor Cooking
9	Vehicles
9	Parking
10	Visitors
10	Solicitation
10	Signs
10	Estate and Garage Sales
10/11	Pets
11	Payment of Condo Fees and Assessments
11	Miscellaneous
12	Mutual 10 Responsibilities

Rules and Regulations of Mutual 10

Revised by Mutual10 Board on 9/27/18

Introduction

Mutual 10 rules and bylaws provide guidance for Mutual 10 residents. This booklet 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 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.

Penalties and 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 to 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.

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 not 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 proof given to the Mutual Assistant.
 - Provide proof of age eligibility of the lessees to the Mutual Assistant.
3. 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.
 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 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 Division) or other appropriate companies. Contact information for the President or Vice President is printed monthly in The Tidings (Mutual 10 Newsletter). 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!

-5-

Architectural or Structural Changes

(See “Application for Building Modification” ABM Form at the end)

1. An Application for Building Modification (ABM) shall be submitted and approved by the M10 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, 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 off the Leisure World of the Maryland website: 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, exercise 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. This includes cleaning the gutter on any extension into the patio.
 3. 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.
 4. 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.
 5. External antennas or satellite dish installations are permitted in the patio area only and may not be visible above the fence/gate.
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Other than in 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!

Landscaping

1. Planting 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 four 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. Rocks or gravel may not be used in place of mulch. Mulch must be placed several inches below the siding.
2. 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.
3. The height of the plants must be below the gutters, roof or the overhang of the roof. Any exceptions need approval by the Board.
4. 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.
5. 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.
6. Vegetable plants, shrubs and flowers are permitted in the enclosed patio area. Trees are not permitted in the enclosed patio area.

7. 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.

-7-

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 and must then be placed in a lidded, solid plastic or metal container (e.g. 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 solid containers. Recyclable items, other than newspapers, should be placed in containers specifically provided by Leisure World of Maryland for their use. Residents are encouraged to recycle paper, plastics and other material on days designated for their collection, and in containers supplied by Leisure World. Newspapers and other printed materials should be placed in paper bags or tied with string, and cardboard should be compacted with larger bundles tied with string. Trash shall not be placed in the trash collection area until the night before 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 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 grabbed 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 - call **301-598-1314**. For removal of large items, such as furniture or appliances, call **301-598-1343**.

Keys

1. Every resident is encouraged to provide a door key to the Leisure World of Maryland Security office, along with the following information: *Name of Occupant(s); 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. If there are garage windows on the top panel, nothing may be placed on the windows (e.g. curtains, shades, contact paper, decorations). Also, no decorations or graphics or other visual modifications are permitted on the exterior of garage doors.

Outdoor Cooking

Outdoor cooking is permitted on open patios but never within three feet from 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 patio floor will be the responsibility of the owner to repair/replace.

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 Transportation 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 unit's 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 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 within the Mutual or between the street and sidewalk. Golf carts must be parked in the garage or on the driveway.

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

-10-

Visitors

Residents should call the Main Gate at **301-598-1044** 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.***

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. Please keep pets quiet in consideration of your neighbors.

-11-

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 condo fees and assessments are due on the first business day of each month. On the 16th 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 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.

Miscellaneous

No free-standing flagpoles are 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 M10 Board.

-12-

Mutual 10 Responsibilities

The Mutual is generally responsible for maintenance of the following:

- Common areas
- Roofs
- Siding and shutters
- Gutters and downspouts
- Fences/gates
- Driveways
- Sidewalks and concrete leading to front doors
- Chimneys (Exterior only, at and above the roof line)
- Original patio surface
- Garage doors, excluding openers, keypads or top panel garage windows
- 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 a unit and extending to WSSC service line
- Water shut-off valves and outdoor sillcocks
- Sewer stoppages due to tree roots or blockage outside of property line
- Extermination of termites, carpenter ants and carpenter bees

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 conversion 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.