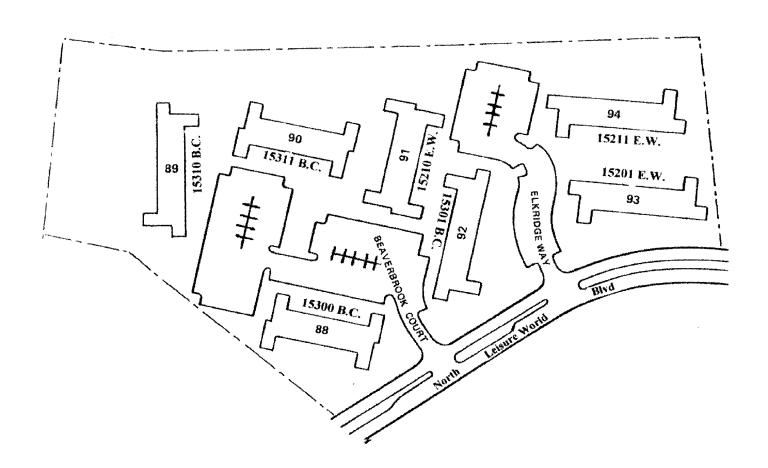
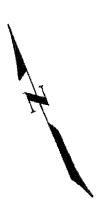
## Welcome To Mutual 19B



Beaverbrook Court (B.C.)

Elkridge Way (E.W.)



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#### I. A ROLE FOR EVERYONE

Your participation in the activities and operation of Mutual 19B is earnestly solicited. This handbook has been developed to aid all of us in understanding ways in which we can contribute to the smooth functioning of our Condominium Association.

We all should share in the responsibility to assist in maintaining 19B's property, a part of which each of us owns. In this way, our Community on Beaverbrook Court and Elkridge Way can continue to be an attractive and pleasant place to live.

Established in 1979, our Mutual consists of 7 buildings of 30 units each situated on one of the prime locations in Leisure World. The buildings are numbered 88 through 94.

#### II. WELCOME

To welcome new residents to our Mutual, the Leisure World Orientation Coordinator provides a folder full of information.

We think the Rules, and related information and suggestions contained herein will facilitate the way we want to live in Mutual 19B: (i.e. in harmony with our neighbors). The procedure to be followed by the Condominium to enforce the Rules herein are contained in the Article V, Section 3. "Dispute Settlement Mechanism" of the Condominium's Bylaws, as Amended.

#### III. BOARD OF DIRECTORS

Mutual 19B is incorporated under the laws of the State of Maryland and is governed by seven members of the Board of Directors, who are periodically elected by the unit owners. In cooperation with the Leisure World Administrative Office, the Board develops an Annual Budget which determines the monthly condominium fees for each unit. In addition, the Board of Directors administers the business of the Corporation. The Board meets monthly at meetings open to all unit owners and residents of the Mutual. The Board considers all suggestions by unit owners, residents and Directors for possible resolution at the meeting.

#### IV. BUILDING REPRESENTATIVES

The Mutual 19B Board of Directors may, but is not required to, appoint a volunteer unit owner or resident from each building to act as the "Building Representative" for the building in which he or she resides. Building Representatives serve as the Contact Point between residents and the Condominium Management and/or Board of Directors for all repair, maintenance and associated matters with regard to the common areas and the general resident concerns related to the use of common areas only.

A Leisure World employee (301-598-1000) serves as the Mutual Assistant.

For individual unit needs, resident should call directly to Physical Properties Department (PPD) at 301/598-1500. Should a serious problem be noted in the common areas of a building and if the building rep is not on site, and the Mutual Assistant is not on duty, then the resident may call PPD directly to report the situation. These incidents may include elevator not working, loss of power, flooding, etc. After calling, alert the building rep as soon as possible.

#### V. COMMUNICATIONS

Mutual 19B prepares a newsletter that presents information regarding Mutual business and activities. Copies are placed in the lobby of each building in the Mutual. The Mutual also

has a website (<u>lwm19b.com</u>). that provides much useful information about the Mutual and its activities.

Minutes of the Board of Directors Meetings are posted on the Bulletin Board near the Mail Boxes in each building and/or on the Mutual Website.

#### VI. OCCUPANCY LIMITATIONS

It is the intention of this Mutual to provide housing for older persons. In furtherance of this:

- 1. At least 80% of the occupied units are occupied by at least one (1) person who is 55 years of age or older.
- 2. No other resident of the unit may be under the age of 50 years, except as follows:
  - a. a person under the age of 18 years may reside in the unit, but not for an aggregate of more than 30 days in any calendar year;
  - b. any other person under the age of 50 years may reside in the unit, but not for an aggregate of more than 90 days in any calendar year; and
  - c. A disabled relative of a resident of the unit, if such resident is 50 years of age or older, may reside with such resident in that unit.

If a resident of a unit in the Mutual who is 55 years of age or older dies or ceases to be a resident and no other resident of the unit is 55 years of age or older, the provisions of clause 1 do not apply to that unit if (as provided by law) at least 80% of the units in the Mutual do meet the requirements of that sub-paragraph.

#### VII. MOVING IN OR OUT

- Unit owners/residents must call the Mutual Assistant at 301-598-1369 at least 2 weeks in advance to schedule an orderly arrival and departure of moving trucks.
- Authorized moving days are Monday through Friday 8 a.m. to 5 pm. The Mutual Assistant will arrange for The Building Services contractor to install wall pads in the elevator.
- A deposit of \$200.00 is required prior to any move in/out. This deposit should be in a check made payable to Mutual 19-B and given to the Mutual Assistant.
- Pods may be used and put in the reserved parking space for that unit. Pods shall not remain for longer than 14 days unless the Board of Directors grants an extension of time in writing. If a longer period is required, have your Building Representative contact the Board of Directors, which may grant an extension.
- NO PERSON SHALL Wedge or hold the elevator door open by force because doing so
  causes damage to the mechanism. The unit owner and/or resident shall be responsible to
  reimburse the Condominium for any damages caused by him or her or any persons acting
  on behalf of the unit owner/resident in connection with a move-in or move-out or
  otherwise.
- The unit owner and/or resident shall instruct the movers that elevator time must be generously shared with residents and visitors during the move.
- Moving cartons shall be removed by the movers or broken down and piled neatly in the Trash Room. The unit owner and/or resident shall be responsible for ensuring that this Rule is complied with by their movers.

#### VIII. STORAGE LOCKERS

Storage Lockers - one for each apartment - are located in the one story building attached to the each building. You will need a padlock to secure your individual locker. There are thirty 4 ft. x 4 ft. lockers in the storage room and each is marked with a number and letter to match your apartment designation. A single switch just inside the storage room door operates the inside and outside lights. It operates on a timer and will shut off automatically.

- Each unit owner/resident shall use the storage unit which is labeled with his or her apartment number and shall not use any other storage unit.
- The red line on the outside of each locker indicates the maximum safe elevation to which you may stack stored items. Montgomery County Fire Regulations require that the area above the red line must be kept clear and free of any obstruction which could inhibit the effective operation of the sprinkler system. Stored items shall not exceed the maximum safe elevation set forth herein, nor shall any hazardous materials of any kind be stored in a storage locker.

#### IX. PARKING

Each Condominium unit is assigned one (1) parking space.

#### A. Reassignment procedure for parking spaces

An owner who sells or leases his or her unit should advise the buyer/tenant that they may use the currently assigned space on a temporary basis; however, the assignment of parking spaces is the responsibility of the Board. The Board may delegate the assignment of parking spaces for each building to each building's designated building representative, but the Board must approve the final assignment of parking spaces made by a building representative.

The Building representative will post a notice announcing the availability of the reserved parking space of the unit in question on the buildings bulletin board. The posting will provide a seven day period, including weekends for written requests for the space. Interested residents must provide the building representative a written request. It should include a description of any disability or reasonable walking accommodation required by the applicant, and the length of time they have lived in the building, their name and unit number.

The building representative will review all requests for the space and determine the successful applicant. The factors taken into consideration in assigning parking spaces include disability and/or walking limitations, and, secondarily, seniority in the condominium. This process shall begin after the new resident moves into the unit, so he or she will have an opportunity for consideration as well.

If a resident leaves for a visit or vacation, the assigned reserved space may be given by the owner of the reserved space to another resident to use during this period. A resident who does not own a vehicle may permit another resident to use their reserved parking space for a resident's second car, etc.

#### B. Handicapped Parking

- Visiting guests, with handicapped tag, may use Handicapped spaces.
- Handicapped parking spaces may be used by handicapped residents for loading and unloading of passengers, packages, etc. After loading and unloading of a handicapped

vehicle, the resident's vehicle should be parked in its own reserved space.

 Please Note: The residents of the Mutual consider extended occupancy of the Handicapped spaces to be extremely discourteous but the Condominium recognizes that such extended use is not illegal for properly tagged vehicles

#### C. Guest Parking

It is the responsibility of the residents to inform their guests and tradesmen to park in the Visitors spaces only. All Visitor spaces are for Visitors only. Employees of residents are not to use Visitor spaces

Employees of residents are urged, in the strongest terms, to avoid extended use of the Handicapped spaces. They are to park on Leisure World Boulevard.

#### **D.** Snow Emergency Parking

In the event of a snow emergency, excess cars on North Leisure World Boulevard may use Visitor spaces, *not designated for snow emergency*.

Further, if a unit's space is designated for Snow Emergency Use, the unit's car must be moved when a Snow Emergency is announced.

#### E. Prohibited Uses & Nuisances

Unit owners, residents, and their guests shall not cause to be parked on Mutual 19B property any trailers, campers, RVs, house trailers, boats, commercial trucks, or the like. Tradesmen may only park a commercial vehicle on Mutual 19B property when performing work for the Condominium and/or a unit owner/resident.

#### F. Parking Enforcement

It is expected that the residents of Elkridge Way and Beaverbrook Court will cooperate and help each other and the Condominium to ensure compliance to these regulations. Unit owners/residents violating these parking regulations will be notified by the Board of Directors of the violation and the needed correction. If further action is needed, the Board of Directors will instruct the Security Department to take action. All drivers must conform to parking regulations. Violations include but are not limited to Fire Lanes, No Parking Zones, and Handicapped Spaces without a Permit.

#### **G.** Electric / Hybrid Cars

The Board of Directors recognizes that electric/Hybrid cars represent an increasing portion of the cars in Leisure World. Currently, the Mutual does not provide electric charging station for such cars.

The charging stations for Golf Carts shall not be used to charge such cars.

#### X. RESIDENT LIFE AND SAFETY

#### A. Special Aid Program

For your safety the keys to your unit should be given to the Security Office and, if the resident chooses to a neighbor.

If your keys are not on file at the Security Office or available from a neighbor and an emergency forced entry into your apartment becomes necessary, the cost of repairs to your door and/or lock is your responsibility.

#### B. File of Life

A File of Life can save your life when every second counts. The form lists the patient's name, emergency medical contacts, insurance policy and social security numbers, health problems, medications and dosages, allergies, recent surgeries, religion, physician's name and a healthcare proxy.

- This information is kept in a red plastic pocket held by a magnetic strip to the outside of the refrigerator door.
- A sticker is applied on the front door jamb which alerts emergency personnel to look for it. During a medical emergency, all this information is immediately available to emergency and hospital personnel. No time is wasted getting you medical assistance if you are confused or unconscious.

File of Life forms are available free of charge from the MEDSTAR Medical Center. Residents who already have the File of Life are reminded to be sure that its contents are up to date. Suggestion: Write in pencil so that information may be updated from time to time.

#### C. Elevators

Should an elevator stop running while you are in it, Don't Panic, just pick up the phone or push the button and wait for a response. Every elevator has an emergency phone or system which connects directly to Security Personnel. Be assured that this type of emergency is very unlikely to occur.

#### D. Maintenance Service Contracts

Physical Properties Department of Leisure World (PPD) 301-598-1500 offers to Mutual 19B owners a choice of three (3) levels of service contracts which are available in November of the current year for the following year. These contracts cover some repairs to appliances, plumbing, etc. Owners may assign their contracts to new owners when they sell their condominium. Please call Physical Properties if this occurs so that they are aware of the change.

Alternatively, if the seller has not participated in this program and does not have a contract with PPD, then the new owner may purchase a contract.

#### E. Detailed Suggestions and Rules

To assist you in adapting to your new environment, there follows a list of suggestions and specific rules which your Board feels are conducive to comfortable coexistence for all of us.

#### **Rules**

- Maintain sufficient heat in your unit if you are away for an extended period in cold weather. The unit owner and/or resident will be liable for any damages caused to your unit, another unit, or the common elements caused by your failure to maintain sufficient heat in your unit -
- Turn off the water valve on the wall over your washing machine when it is not in use. This
  is very important to prevent burst hoses and consequent flooding. The unit owner and/or
  resident will be liable for any damages caused to your unit, another unit, or the common
  elements caused by your failure to turn of the water valve on the wall over your washing
  machine when it is not in use.
- Secure all garbage/trash in bags that are tied, taped or stapled before dropping in the trash chute.

- To avoid clogging the trash chute, do not put large bags of trash or objects down the trash chute.
- Dispose of all recyclable items, including newspapers in the designated bin in the Main Trash Room. The Leisure World Recycling Program recycles three (3) classes of recyclables: Newspaper, Other paper, and Containers (Glass and Metals).
- Never throw boxes or newspapers down the trash chute.
- Employees of residents should park on Leisure World Boulevard.

#### Suggestions

- Maintain your own insurance for the interior of your unit as well as for personal property.
- Always advise your guests and tradesmen to use visitor parking.
- When you are expecting visitors from outside of Leisure World, you should call the Main Gate (301-598-1044) to advise them so that your guests will be admitted into the Community.
- Frequently, check the bulletin board in the mailbox area for important notices.
- Do not leave the Main Trash Room light on or the door open when you leave
- Do not allow any tradesmen or people who are working for you to use the trash dumpster to dispose of any building materials, such as rugs, carpet, broken furniture, glass fragments, or any bulky items which will crowd out the normal trash.
- Please be extra careful not to dispose of volatile liquids, oily rags or any other combustible materials which might cause fire hazards in the trash chute or dumpster.
- Exercise great care in transporting food and liquids through the corridors. Containers should be securely covered to avoid soiling carpets.
- Do not adjust the heat or air conditioning in the hallways. The Building Representative should call Physical Properties.
- Do not feed the birds or squirrels from your balcony or patio. Feeding animals is not allowed in Leisure World. Roaches and rodents are attracted to food scraps or seed.
- County fire regulations and Bylaws of the Mutual prohibit grilling, cooking or preparation of food on balconies or patios.
- Never hang anything on the balcony railings or display any items which could be considered unsightly or objectionable on balconies or patios.
- Please Note: This also includes satellite dishes or other antennae.
- Any alterations or construction planned for any Unit must be approved by the Board of Directors. The Board has asked the PPD to manage the paperwork needed to obtain this approval. Residents must contact PPD, obtain and complete the Application for Building Modification (ABM). Once completed, approved by PPD and accompanied by the required signatures, the Board will approve it at the next meeting.

#### XI. RULES AND REGULATIONS FOR PETS

The purpose of these rules is to expand, clarify and to amend the Mutual's rules for pets contained within the By-Laws (Article IX, Section 3, and (e)) and Rules & Regulations. For the purpose of brevity in this section, pets shall refer to both pets and service animals.

#### A. General Rules

A household may have no more than one pet. Without exception, a pet is considered to be one cat, one dog, or two caged birds, kept as domestic pets. Also a resident may keep one service animal. Animals other than these are prohibited by the Mutual.

The only exception is if the pets were in the household before these rules were adopted by the Board.

- Except for service dogs, no dog shall weigh more than 30 lbs. No cat shall weigh more than 20 lbs.,
- All pets must have their shots as prescribed by a veterinarian and Licensed by
   Montgomery County. The resident must keep documentation of the pet's vaccinations in
   their possession and must present it when asked by a building representative, Mutual
   Assistant or member of the Board of Directors.
- Any person(s) who keeps or has any pet upon any portion of the Mutual 19-B's property shalt be deemed to have indemnified and agreed to hold the Council of Unit Owners, each of the unit owners, and the Declarant and Management Agent free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the condominium
- All applicable laws, rules and regulations of the federal government, the State of Maryland and Montgomery County concerning pets and service animals shall apply to Mutual 19B.

#### B. Registration

A current resident, unit owner or renter or anyone purchasing a unit in the mutual must register their pet with the Mutual Assistant within 30 days after these rules, become effective.

Thereafter, a new unit owner or renter must register their pet within 30 days of moving Into Mutual 19-B

- Registration is accomplished by completing the attached Animal Registration form and returning it with a non-refundable check for \$25.00 (made out to Mutual 19-B Condominium). A recent photograph of the pet must accompany the registration form.
- The registration form, check, and a photograph must be given to the Mutual Assistant, who will be responsible for maintaining a file for Mutual 19-B.
- When deemed necessary, the Mutual Assistant may ask for a new photo of the pet
- The resident must notify the Mutual Assistant if the pet dies or is permanently relocated.
- If a resident replaces their pet, they must register the new pet as described above.
- Any visiting pet staying more than seven consecutive days, must be registered with the Mutual Assistant as though it was living here permanently
- Failure to comply with this registration section rule shall result in a charge of \$25.00 for each calendar month, the resident is out of compliance.

#### C. Owners' Responsibilities

- The resident is responsible for the behavior of the pet at all times. This applies to the pet within the residents unit as well as outside the unit
- The pet must not cause damage to the common area. This Includes, but is not limited to hallways, stairs, sidewalks, carpets, rugs, runners, furniture, windows, elevator; the parking lots, trees, benches and the grounds throughout the Mutual
- All pets should be leashed while in the hallway; elevators and outdoors. It is the pet owners" responsibility to have control over a pet while it is in the common areas of the Mutual.
- If a pet urinates, defecates, or throws up in the interior or exterior areas of the Mutual, the person walking the animal should clean the area immediately.
- It is the pet owners' responsibility to clean and/or repair and to make whole all damages caused by a pet to the common areas. This includes the cost of cleaning & repair and/or replacement of the damaged object(s).
  - The Board of Directors shall determine the best method of rectifying the damage caused by a pet. The resident pet owner may also be assessed an additional amount to be determined by the Board of Directors.
- A resident, whether a unit owner or renter, is responsible for the behavior of any pets brought into the mutual by a visitor. The same penalties listed above are to be applied to any misbehavior by a visiting pet. The Board of Directors shall penalize the resident, not the visitor, for the visiting pet's misconduct

#### D. Nuisances

In accord with Article 1X Section 3(e) of the By-Laws, the Board of Directors shall afford the right of a hearing to any person whose pet is deemed a nuisance. If the Board of Directors finds that the pet is a nuisance, the Board has the right to order that the pet be removed from the premises. The term "nuisance" applies to the pet's behavior. It includes such actions as barking excessively, biting, damage to property, etc.

Upon a written complaint by a member of the Board of Directors, a building representative, or any member of Mutual 19B, against any Pet, the Board of Directors shall determine what action is needed to respond to the complaint

If the Board of Directors determine that a hearing is needed, the Secretary will prepare a letter to be signed by the Board's President; addressed to the resident stating that because of the nuisance complaint; a hearing is to be held before the Board of Directors to discuss the matter. The letter will give the date, place and time of the hearing.

If at the hearing, the Board of Directors finds that the pet is a nuisance, the Secretary will prepare a letter for the President to the resident stating the decision of the Board and informing the resident that within 60 days from date of the letter the Pet must be removed from the Mutual Premises. Further, the letter will state that a fine set by the Board of Directors will be assessed against the resident for each month past the 60 days deadline until the pet is removed.

The payment of the fine shall not mean that the pet can remain in the Mutual.

#### E. Resident Service Animals

Only animals certified by recognized organizations can reside at Mutual 19B as a service

animal. Residents will need to provide the certification as well as documentation from the Service Animal organization which certified the Service Animal.

New residents will need to provide a Doctor's certification for the service animal.

The Pet registration process as described above must be completed for Service Animals. This means all forms, fees and photos.

# Mutual 19B Pet Registration Form

Name						
Address						
Apt. No/Bldg. No.						
Telephone Number						
What type of pet do you have?						
What is your Resident animal's name?						
How old is your resident animal?						
Is this a new pet?						
Is your pet neutered?						
Is your pet registered with Montgomery County	Yes	No	Circle One			
Do you have other resident animal?						
If yes, What kind?						
If you are a renter, enter name and address of the unit owners below/						
Name						
Address						
City						
State						
Zip or Postal Code						
LW Bld. No. (if applicable)						
LW Apt No. (if applicable)						
Mutual Assistant Signature	Registration Date					
I	I					

(Please attach a photograph of YOUR Pet and the check for \$25.00)