

Vantage Point East
At Leisure World

RESIDENTS

MANUAL



SEPTEMBER 2025

Your Condominium, Your Community.

Welcome to Vantage Point East

The Board of Directors and your neighbors welcome you to your new home at Vantage Point East (VPE). This Manual provides information to acquaint you with the policies and practices of condominium living and supplements the Bylaws that you received at the time of purchase. Current residents and owners will also benefit from carefully reviewing this information.

Part I provides details about the community, the building, the management and resident responsibilities. Part II provides the Rules and Regulations including the Policy Resolutions in the Appendix approved by the Board, which are enforceable requirements. Following the guidance and rules in the Manual should lead to harmonious day-to-day living with your neighbors.

If any of the Leisure World or VPE services and policies change, you will be informed. In the meantime, keep this Manual in a handy place for easy reference and pay particular attention to the Rules and Regulations. Do not hesitate to contact the VPE Office at 301-598-1075 with any questions or concerns.

The Board encourages you to participate in the governance of your condominium by attending Board and committee meetings, a fundamental principle of condominium residency. Your enjoyment of living in VPE can be enhanced by your participation in the many social activities and meetings, both formal and informal, that make VPE a pleasant place to live. The Board and VPE staff look forward to meeting you.

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PART I: INFORMATION

I. THE COMMUNITY

A. Leisure World

1. Vantage Point East (VPE) is part of Leisure World of Maryland, a well-established community offering housing and amenities for adults 55 years of age and over. About 8,500 residents occupy 5,660 duplexes, townhouses, single family homes, mid-rise and high-rise units. Leisure World is composed of 29 separate communities (a Homeowners Association, 27 condominiums and a co-op), which are referred to as Mutuals.
2. Vantage Point East Association is a condominium and also known as Mutual 24. All purchasers of units in VPE automatically become members of Mutual 24. Mutual 24 has its own separate governance and governing documents. The Mutual is governed by a Board of Directors (Board) that is elected from among its resident owners.

B. Leisure World Community Corporation

1. The Leisure World Community Corporation (LWCC) is a not-for-profit, non-stock membership corporation and is the governing body of Leisure World of Maryland Trust properties. The LWCC acts as Trustee of the Leisure World of Maryland Trust. All property and buildings not owned by the 29 Mutuals are Leisure World of Maryland trust properties and under the control of the community trustee, the LWCC. LWCC operates through its Board of Directors (LWCC Board).
2. The VPE Board in accordance with the VPE Bylaws chooses a representative from the Mutual to serve on the LWCC Board. LWCC documents specify that a representative on the LWCC Board must be a current or past Mutual Board member and reside in the community.
3. The LWCC Board elects an Executive Committee from among the LWCC Board members. The Executive Committee coordinates and otherwise facilitates the work of the LWCC Board. The LWCC Board also has a number of standing Committees that advise the Board to assist in the governance of the community. The LWCC Board appoints members to these committees.
4. The unit owners within each Mutual are dual members of both the LWCC and their respective Mutuals. Although each Mutual is also a member of the LWCC, the corporation has no authority over the individual Mutual's management of its affairs.

C. The Leisure World of Maryland Corporation

1. Leisure World of Maryland Corporation (LWMC), the property management company for our community, is a subsidiary of the LWCC. LWMC manages the community facilities and provides administration and maintenance services for individual Mutuals.
2. LWMC provides accounting and administrative services, street maintenance, trash removal, recycling, personnel administration, on-site staff support, and security and transportation services for the community.

3. LWMC contracts on behalf of the Mutuals and community properties for other services, including Mutual insurance coverage, claims, and administration; cable television and internet; restaurant and catering services; ground maintenance; snow removal; fitness center and pool staff.
4. LWMC Physical Properties Department (PPD) (301- 598-1500) provides maintenance and repair services for the Trust properties. Individuals can request paid services as needed or purchase an annual contract to cover appliance repairs, carpentry, plumbing, electrical, and other services for their unit. Unit owners may also contract with outside service providers.
5. LWMC has a President/Chief Executive Officer (CEO) who is hired by the LWCC Board. The duties of the LWMC CEO, in addition to being the head of LWMC, include advising the LWCC Board, advising the Mutual Boards, providing administration services to the various advisory committees, and assisting the community in appearances before governmental and regulatory agencies.

D. Community Programs and Communication

1. LWMC manages the clubhouses and the golf course. Leisure World recreational, social, cultural, and educational activities are organized through the Lifestyle Office. Information on a broad range of programming and events can be seen daily on two dedicated closed circuit TV channels, currently 972 and 974, and heard on the Lifestyle Recorded Daily Events Line at 301-598-1313. Events information is also found in Leisure World News, published semi-monthly.
2. Residents can check for schedules, locations, or cancellations of meetings and events on the website www.leisureworldmaryland.com. Residents can register for management emails at residents.lwmc.com. After you sign on with a password, you will have access to a wide variety of both historical and current materials such as the Facilities Enhancement Plan, advisory committee minutes, and the Resident Directory. VPE also has its own website at www.vantagepointeast.com.
3. Both the LWMC and the VPE Property Manager use “robo calls” to inform residents of immediate issues and/or emergencies. Although residents can “opt out” of the calls and will not be contacted again, by doing so they may miss important and timely information.

E. Transportation

1. Shuttle Bus Service

- a. Shuttle bus service is provided within the community and to Leisure World Plaza, Monday through Saturday. These shuttle buses are on fixed routes and schedules. Shuttle bus transportation is also available to Aspen Hill and Olney shopping locations once a week. Residents may be required to show their Leisure World identification cards. Other riders must have a valid Leisure World guest pass.
- b. Shuttle bus service is available on Sundays to and from the Interfaith Chapel and Our Lady of Grace Church. Passengers need to contact the Chapel or the Church to arrange for shuttle bus service on Sundays.
- c. Schedules and routes may change. Schedules covering all shuttle bus services are available in the rack outside the VPE Office, from the bus drivers, at the Lifestyle Office in Clubhouse I, and at the Security Office in the Leisure World Administration Building. Starting at 9:00 a.m. the Leisure World community TV

channels carries bus information in a full screen format throughout the day. All schedules are subject to weather, and if conditions necessitate a change of bus operations on a given day, a notice will be posted on the community TV channel as soon as it is received.

- d. You can follow the bus in real time on the Verizon Reveal Manager App. Instructions may be found on the Leisure World resident website.
- e. Passengers are limited to the number of packages they can safely handle while boarding and disembarking from the bus. Because of liability and insurance regulations, drivers are prohibited from assisting passengers with their parcels.

2. Supplemental Transportation Service

For a fee, mobile residents can request “dial-a-ride” service in a Leisure World sedan to any destination within the Leisure World Community. To request pickup for this service, call the Main Gate at 301-598-1044. To pre-arrange pickup for Medical Center appointments, call the Connecticut Avenue Gate at 301-598-1022. For hours of operation, visit or call the Security and Transportation Office at 301-598-1355.

3. LW Transportation Services for the Physically Challenged

- a. Under the Americans with Disabilities Act (ADA) Guidelines, individuals who are physically challenged are those whose mobility requires a wheelchair or motorized assistance. A van is available for the transport of such physically challenged residents within Leisure World and to Leisure World Plaza.
- b. During normal shuttle bus service hours, transportation in the van will be provided to physically challenged residents at no charge. At other times, a fee will be charged. No transportation to Leisure World Plaza is provided during the hours when the regular shuttle buses are not in operation.
- c. Call the Norbeck Road Gate at 301-598-1066 to arrange for transportation services for the physically challenged. Please be sure to provide at least 24-hour notice.

II. THE CONDOMINIUM

A. Ownership

1. Condominium Ownership

The term “condominium” refers to a form of property ownership. VPE is a condominium where each owner shares both benefits and expenses and is a member of the Council of Unit Owners (referred to as the Association). This condominium/mutual is governed by the Maryland Condominium Act, and the VPE Declaration, Bylaws, and Rules and Regulations.

2. Unit Ownership

Condominium unit owners hold title in “fee simple” to their units. The unit comprises the resident’s living quarters and is bounded by its walls, ceiling, and floor. All maintenance, repair, and replacement within the unit are the responsibility of the owner. Details about the responsibilities of unit owners and residents are outlined in the Chart of Maintenance Responsibilities of the VPE Bylaws. The Chart is also available in the VPE Office.

B. Ownership of Common Elements

1. Each unit owner is a co-owner of the common elements including, but not limited to, mechanical equipment, common area doors, unit entry doors, windows, piping in the walls, Community Room, lobbies, corridors, and surrounding grounds. The VPE Bylaws and the Rules and Regulations govern the use of the common elements.
2. Each unit owner is obliged to pay a share of the expense of operating and maintaining the common elements based on the percentage interest pertaining to their unit. The percentage interest is determined by the size of the unit in relation to the total size of all the units in the building and is listed in the Declaration. All finances relative to the maintenance, repair and replacement of the common elements are the responsibility of the Association and executed by the Board.
3. **Limited/Reserved Common Elements**
 - a. The owner of a unit to which a limited common element (i.e. garage space) is deeded has a special right to use the limited common element as set forth in the Declaration.
 - b. The storage cages are a reserved common element and assigned to a unit for use by the unit owner.
 - c. Normal care of limited and reserved common elements is generally the responsibility of the unit owner to whom the element is assigned. All repair and replacement of structural elements are the responsibility of the Association.

C. Governance

1. **Council of Unit Owners (Association)**
 - a. The Council of Unit Owners, also referred to as the Association, consists of all unit owners as a group. Each unit owner has a weighted vote in the affairs of the Association proportional to the common element interest assigned to each unit in the Declaration. This interest is expressed as a percentage, determined by the size of the unit in relation to the total size of all units in the building.
 - b. The Association meets annually in October and occasionally at special meetings called by the Board. Nomination and election procedures are established in the Bylaws. Although resolutions may be proposed from the floor at the Annual Meeting, the preferred method is to propose resolutions in advance to facilitate voting that must be tabulated based on a unit owner's proportional share. Such resolutions should be submitted in writing before July 15th prior to the Annual Meeting and according to detailed guidelines available in the VPE Office.
 - c. Unit owners are encouraged to participate in the affairs of the Association by voting in the annual election of Board members and by making their opinions known at the meetings of the Board, the committees and the Association. Concerns may be addressed to the Board in writing at any time.
2. **VPE Board of Directors (Board)**
 - a. Authority. The Association, under the Bylaws, delegates authority to the Board to serve as the responsible governing body for the affairs of this condominium with all of the powers and duties necessary to fulfill this function. The Board, therefore, has the authority to adopt rules for the use of the property and to enforce the rules by instituting fines and/or suspending privileges for infractions of the rules.

- b. Board Composition and Minutes. The Board currently consists of seven members. Members are elected annually by the unit owners for specified terms. The Board elects its officers, as well as its representative on the LWCC Board. Board meetings are usually held monthly. Minutes of Board meetings are available in the VPE Office, and summaries of Board actions are reported in the VPE newsletter.
 - c. Conduct for Board Meetings. A Unit Owner who wishes to comment or ask a question at the end of the meeting during Open Forum will be recognized by the Chairperson but may not receive an immediate response. The Chairperson may limit the time for a Unit Owner or Board member to speak.
 - d. Managing Agent. The Board is responsible for employing an agent to manage the property. That agent is currently the LWMC. The day-to-day operations of the Association are supervised by the Property Manager who is an employee of the managing agent serving with the concurrence of the Board.
 - e. Rules Enforcement. The Board has ultimate authority for enforcing the Rules and Regulations but has delegated some of that responsibility to the Covenants Committee and, in other instances, to the Property Manager. Because compliance, not punishment, is the goal, VPE seeks to resolve issues before instituting fines or suspending privileges.
 - f. Complaints. Complaints regarding the operation of the condominium or regarding the actions of other unit owners or residents should be made in writing to the VPE Board or to the Property Manager.
 - g. Expectation of Privacy. Generally, there is no expectation of privacy when a matter is brought to the attention of management or the Board. Disclosure will be made on a case-by-case basis and, when appropriate, an attempt will be made to avoid public mention of unit owners by name. If a meeting or a hearing is conducted by the Covenants Committee to resolve a specific issue, only the individuals involved and the Property Manager may be present.
 - h. Inspection of Records. Owners wishing to inspect, examine, or copy Association's documents may be asked to file a written request with the VPE Office and sign a confidentiality agreement. The Association's goal is to protect the legal rights of unit owners and protect against disclosure or misuse of sensitive information for improper purposes. Certain records may be withheld from inspection consistent with the Maryland Condominium Act, Section 11-116(c) such as personnel records and written advice of legal counsel. A reasonable fee to cover copying cost and staff time may be charged.
- 3. Advisory Committees**
- a. Committee Functions. The Board carries out its responsibilities with the assistance of committees, (e.g., Activities, Budget and Finance, Building and Grounds, and Communications) which operate under Terms of Reference adopted by the Board. The Covenants Committee has special legal authority and operates pursuant to Section 3.18 of the Bylaws. Section 3.4 of the Bylaws also assigns specific responsibilities to an Election Committee. Committee chairs are appointed annually, or whenever vacancies occur, by the President with the concurrence of the Board, after consultation and agreement with the affected committee. Committee chairs must be resident unit owners.

- b. Committee Membership/Vacancies. Any owner interested in serving on a committee must complete the “Committee Interest Form” obtained from the VPE Office and return it. The Office will notify the committee chair of their interest. The candidate is expected to attend two consecutive meetings of the committee of those committees having this requirement. Generally, committee members are unit owners; however, renters may be members of the Activities and Communications Committees. Information on committees may be obtained from the VPE Office.

D. Finances

1. Annual Budget

- a. The annual budget for the Association is a financial plan that ensures the effective management of resources. It includes: 1) operating expenses which are the day-to-day costs of maintaining the property, such as utilities for the common areas, landscaping, insurance and routine maintenance; 2) reserve contributions which are funds allocated to be used for major repairs and maintenance, such as roof replacement or elevator upgrades; and 3) the Leisure World Community Facilities Fee for maintenance of the community and its services.
- b. The Budget and Finance Committee is responsible for preparing a draft budget for the Board to consider. The Board then presents it to unit owners for a review period before its approval. The fiscal year starts on January 1 and ends December 31.
- c. The annual budget is allocated among unit owners in two ways: either equally or based on each unit’s assigned percentage interest in the property. Equally allocated costs include the Leisure World Community Facilities Fee and the preventative maintenance of residential HVAC units. This means that all unit owners, regardless of unit size, pay the same amount for these specific expenses. The remaining costs, such as general operating costs and contributions to the reserve fund, are allocated based on the unit’s assigned percentage interest.

2. Fee Payment

The unit owner’s condominium fee is payable in 12 monthly installments. Each payment is due on the first day of the month. Fees may be paid by check through the mail, in person at the drop box in the Administration Building, or by direct debit. Forms for direct debit may be obtained from the VPE Office or the LW Administration Office. Owners are encouraged to use the direct debit process for their own convenience and to avoid the possibility of a late payment fee.

3. Nonpayment of Assessments

- a. A late fee will be imposed if the condominium fee is not received by the 15th of the month. A unit owner may petition the Board in writing within 30 days requesting a waiver of the late fee and setting forth the reason for the late payment. A waivable circumstance could include, for example, an unexpected change in automatic payment arrangements. The Board may, at its sole discretion, waive the late payment fee.
- b. In addition to late fees, the Board may take additional actions for nonpayment of assessments. These include but are not limited to: 1) accruing interest on

unpaid balances, 2) acceleration of the year's unpaid assessments, 3) filing a lien against the property, and 4) suspension of access to common facilities.

III. BUILDING MANAGEMENT

A. Personnel

1. The Property Manager heads the VPE Office and supervises the staff which includes an Administrative Assistant, a Maintenance Supervisor, and a Maintenance Assistant who are employees of LWMC. Contract personnel provide janitorial services in the common areas.
2. The staff assigned to VPE are responsible for maintaining the building's common areas and systems. They are not permitted to perform maintenance, repairs or any other work inside individual units. However, in the event of a safety-related concern, such as drain backups, leaks, or malfunctioning smoke detectors, staff can assist in evaluating the issue and either handle the issue if appropriate or provide guidance.

B. Office Hours and Procedures

The VPE Office located on the lobby level is normally open from 8:30 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m., Monday through Friday. Alternative hours are posted on the door when necessary. The Office may be contacted by telephone at 301-598-1075 or via email at vpe@lwmc.com. **In case of an emergency, when the office is closed**, call the Main Gate at 301-598-1044. A variety of forms and information sheets are readily available in the rack outside the Office door, whether the office is open or closed.

C. BuildingLink Resident Portal

VPE uses BuildingLink, a web-based property management system, to streamline communication, manage building operations, and provide convenient access to information and services. Residents can log in at vperesidents.com to view building notices, access the Community Room calendar, submit maintenance requests, complete forms (such as pet registration or extended absence notices), and connect with neighbors. All residents are encouraged to access the portal to stay informed and engaged. Contact the VPE Office to request log-in credentials.

D. Owner/Resident Data Needed by the VPE Office

1. Confidential Information File

The unit owner is required to provide information for the Confidential Information File. This includes, but is not limited to, names, addresses, telephone numbers, email, who to contact in case of emergency, and caregivers. If a unit is rented, the same information is required of the renting resident. A copy of all rental leases, including the VPE Rental Lease Addendum, must be provided to the VPE Office. All unit owners must also supply the name and address of the mortgage holder, if any. Unit owners and residents are responsible for keeping their information current and must notify the VPE Office and the Leisure World Administration Office of any updates or changes in occupancy.

2. Directory of Residents

The Office issues an in-house telephone directory with periodic updates, as needed. Residents are encouraged, but not required, to include their phone numbers and e-mail addresses. Residents may choose which, if any, of their

contact information is included in the directory. To “opt out”, residents must contact the VPE Office in writing. The office regularly updates the call box directory at the front and garage entrances.

3. Short Term Stay/House Sitters

For safety and security reasons, residents intending to have an individual stay in their unit without the resident present for more than a cumulative 7 days in a month must notify the VPE Office prior to the intended occupancy and fill out a registration form.

4. Emergency Assistance for Residents with Disabilities

If a resident has a caregiver or is physically or mentally challenged, they (or the caregiver or legal representative) should notify the VPE Office immediately, and give the name, unit number, and type of assistance needed. A list of residents who need emergency assistance is maintained in the Fire Control Room of the building for use by fire and rescue personnel.

5. Animal Registration

Dogs and cats must be registered in the VPE Office. Registration must be updated regularly.

6. Notice of Absence

Because unexpected emergencies can happen while away, any resident planning to be absent for more than three days should submit the “Notice of Extended Absence” form to the VPE Office. Copies of the form are available in the office and include guidelines to follow when the resident is planning to be away for an extended period of time.

7. Oxygen Use

Residents must notify the VPE Office that they are using oxygen tanks or concentrators in their residence and sign a statement indicating that the resident(s) has received and is following the safety precautions for handling and storage. In addition, an “Oxygen in Use” sign, provided by the VPE Office, must be posted on the entrance door.

E. Building Engineering and Maintenance

1. The VPE Staff is responsible for the maintenance and repair of the common areas, building structure, appurtenances, and grounds. Problems should be reported via BuildingLink, the VPE Office during business hours or, if an emergency, to the Main Gate after hours.
2. Preventive building maintenance and routine repair of mechanical equipment takes place daily, weekly, quarterly, semi-annually and annually. This includes, for example, exhaust fans, controls, elevators, the generator, common area heating, ventilation, and air conditioning (HVAC) systems, fire alarm and sprinkler system, and large drains in the common areas.
3. The Association has a contract for pest control services, and common areas are treated on a routine basis. This service extends to individual units. Residents can schedule an inspection through the VPE Office if they suspect or see pests inside their unit.
4. Building cleaning services, snow removal, grounds maintenance, elevator inspections and elevator service are contracted for and are included in the

monthly condominium fee. This does not include clearing snow from and around resident or visitor vehicles.

5. Due to possible danger to staff and insurance liability issues, searches will not be conducted by the VPE staff for keys or other items mistakenly dropped down the trash chute or elevator pit. The elevator company will attempt to retrieve the keys/other items from the elevator pit at a cost to the resident.

IV. BUILDING FEATURES AND SERVICES

A. VPE Building Access

1. The building can be entered through various doors from the garage area, stairwells and the main lobby entrance at the ground level. Residents may enter the building through these doors by using either their gray key fob or common area keys. Guests may obtain access by using the keypad and code posted on the directory for the unit they wish to visit. The code is not the unit number.
2. The front lobby entrance and the doorways to the parking garages are equipped with automatic doors and common area locks. To enter the automatic doors, point the gray key fob close to the lighted control device near the door. Locks on these doors can also be opened by using the common area key. To exit any of these doors, push the automatic door opener near the door. The stairwells at the lobby level are only accessible from the outside by use of the common area key. The Community Room is only accessible from the outside by use of the common area key.
3. Automatic gates are installed at the entrances to the garages to prevent unauthorized vehicles from entering these areas. Entrance to the building from the garage is also either by common area key or key fob.
4. Residents are issued two keys. The common area key allows access to the front door, storage rooms, and entrance from the stairwells, garage and Community Room patio. The unit key provides access to the apartment and mailbox. Note some unit mailboxes have a separate key.
5. The lock that is on the unit entrance door has three positions. If the lever is in a fully vertical position, the door is “unlocked” and can be opened from the hall without a key. If the lever is turned once from the vertical position, the door automatically locks when closed. If the lever is turned twice from the vertical position (horizontally), the deadbolt lock is activated for extra security when inside the unit. To activate the deadbolt lock when leaving the unit, use the unit door key to double lock it.
6. Residents are encouraged to be security-conscious and not to open the doors for unidentified individuals to enter the building. Residents can use the peep hole before opening their unit door.
7. All residents are requested to extend their full cooperation to ensure that all common area doors are kept closed. Nothing should ever be placed in the doors to keep them open. Propping open the automatic doors can result in expensive damage to the hinges and locking mechanism. Doors that are propped open should be reported immediately to the VPE Office Monday through Friday between 8:30 a.m. and 5:00 p.m. or to Security at the Main Gate.

8. Contractors and employees who are transporting materials and equipment must use the garage entrance and freight elevator to avoid having paint, dust, or spillage of cleaning materials litter or damage the passenger elevators or lobby. Additional information on access for movers and bulky deliveries are in the sections on Alterations, Deliveries, and Move in/Move Out and in the Rules and Regulations.

B. Process for Answering Lobby Entrance Door

1. A 3-digit code number is assigned to each unit and posted next to the resident's surname on the Directory by the front door. When someone dials the code number from the front door to gain admittance, the call box will dial the registered number so the resident can speak to the visitor and see who is calling by viewing the lobby entrance on the TV (977).
2. When ready to admit visitors, be sure to tell them to wait until they hear the buzzer, activated by the resident pressing 9 on the phone to release the door lock. When pressing 9, hold the button down for at least three seconds until hearing a sound on the phone.
3. The garage entrances also have directories, and visitors are admitted in the same way as for the front door, but without a TV view of who is entering.
4. If there is a problem with the door answering part of the phone service, call the VPE Office at 301-598-1075. Do not call the phone service provider for repair.

C. Closed Circuit TV

A closed-circuit TV camera (channel 977) is installed at the front vestibule to allow residents to see a person waiting to be admitted. There are no recordings and no other cameras in the building. When the mail has been delivered, an "M" is displayed in the vestibule and can be seen on channel 977.

D. Mail/ Package Delivery

1. The postal mailing address at VPE is:
3200 North Leisure World Blvd., Apt. (resident unit number)
Silver Spring, MD 20906
2. USPS personnel deposit mail in the mailboxes located off the lobby area. The mailbox number corresponds to the unit number and is opened, in most cases, with the same key that opens the unit entrance door.
3. Larger mailboxes are available for small parcels. The USPS delivery person will leave small parcels too large for the individual mailbox in a numbered parcel box and put the numbered key that corresponds to that parcel box into the resident's individual mailbox. Once the resident has retrieved the parcel, the resident must leave the numbered key in its slot in the parcel box. Large parcels are normally delivered directly to the unit.
4. When placing online orders, residents should ensure that the unit number is included in the delivery address. Whenever possible, delivery instructions specifying how to deliver items to the front door of the unit should be included. This helps prevent lost or misdelivered packages. Delivery instructions should specify how to deliver items to the front door of the unit.
5. The VPE Office does not accept mail or packages and does not have access to the mailboxes.
6. Outgoing mail may be deposited in the mail drop located in the main lobby. USPS picks it up once a day, 6 days a week, not including Federal holidays.

7. A limited-service Post Office is located in the Administration Building. Its hours are 8:00 a.m. to 2:00 p.m., Monday through Friday, excluding holidays. There are also full-service post offices located in the Leisure World Plaza and on Connecticut Avenue, between Bel Pre Rd and Georgia Avenue. The Connecticut Avenue post office is designated for LW.
8. A resident who is going to be away for three or more days should make arrangements for mail to be picked up, held or forwarded. USPS may hold mail only from 3 to 30 days. To have mail held by USPS obtain the USPS form "Authorization to Hold Mail" from the local Post Office and place the completed form in the mailbox before departing. Residents can also request a hold by means of the USPS website.
9. A resident who expects to be away for more than 30 days can contact the Connecticut Avenue post office to make arrangements for mail to be forwarded.

E. Leisure World Cable TV and Internet

1. Leisure World and VPE have a bulk-rate service contract with Xfinity (Comcast). Cable TV hookups have been installed in each unit. A portion of the condominium fee pays for basic cable and internet service to all units. The contract includes up to four cable boxes (2 high-definition boxes and 2 standard definition boxes) and a modem.
2. A resident may add premium services, such as HBO and Show time, or Xfinity phone service by purchasing them through a separate agreement made directly with Xfinity.
3. Xfinity offers twenty-four (24) hour service, seven days a week. For any problems with your TV cable reception, internet, or Xfinity home phone service, residents should call Xfinity at 855-638-2855 and tell them you are part of the Leisure World bulk services.
4. The nearest Xfinity service center is located in the Aspen Hill Shopping Center. Xfinity also offers limited hours of service in Clubhouse I. Call Clubhouse I for hours of service (301-598-1300).

F. Storage Facilities

1. Each unit has an assigned storage bin. These bins are located in storage rooms on both parking levels of the building. The storage rooms can be accessed by using the common area key.
2. All storage rooms are subject to humid conditions. Items subject to mold such as suitcases, rugs, fabric, or cardboard boxes must be in plastic bags or plastic boxes.
3. To protect personal property, items should be placed so as to permit air circulation around the sides and underneath.
4. In compliance with local fire regulations, the stored materials must be placed in such a manner as to afford 18 inches vertical clearance from the sprinkler head, or as indicated by the colored line on each bin.
5. Because the Association is not responsible for items placed by unit owners in their storage bins, personal insurance coverage should include coverage of all items stored in the bin. Each owner must also provide a secure lock for their storage unit.

G. Activities and Communication

1. Various activities (e.g., movies and happy hours) sponsored by the VPE Activities Committee are held in the Community Room. Information on these activities is posted on bulletin boards, in the elevators, and on the table on each floor. Residents may bring guests to ticketed activities by making prior arrangements.
2. The Communications Committee publishes a newsletter, The View, which includes a calendar of committee meetings, activities, and special events and is delivered under each unit door.
3. There is also a residents' bulletin board across from the elevators that is used for resident-only informal communications. Residents may post personal notices such as obituaries, offers to buy/sell specific goods, recommendations for services, or availability of garage spaces to rent. Please include your name, date, and unit number on the notice.

H. Community Room

1. The Community Room, including the adjacent patio, is reserved for the use of the Association and its residents and may not be used for commercial or public purposes. Appropriate activities include, but are not limited to:
 - a. Official meetings of the Board, committees, and owners and residents.
 - b. Association sponsored activities planned for residents including classes, information seminars, movies, cards, games and other social activities.
 - c. Informal activities of residents that do not involve exclusive use of the room and during which the room remains open for the use of other residents.
2. Scheduled activities have priority use of the Community Room. Residents may reserve the Community Room for their private use for entertaining, memorial services, or other activities with the prior approval of the Property Manager, on a space-available basis. Contact the VPE Office in advance to make reservations, get copies of the Community Room Policy Resolution, sign necessary forms, and pay the required fees.
3. The Community Room Policy Resolution outline priorities for scheduling, restricted activities, occupancy limit, requirements for supervision, and standards for clean-up. The kitchen facilities may be used only with the approval of the Property Manager.

I. Community Room TV Set

TV use is restricted to scheduled building and social activities and for business use by the Board and Committees. Keys for the equipment are held by Activities Committee designees and by the VPE Office staff. Residents and groups using the Community Room for private activities, including private parties, may not use the TV set and associated equipment.

J. Library

The Community Room houses a library for residents' use that includes a variety of types of fiction, including mysteries, romance, and short stories as well as non-fiction, including history, biographies, and memoirs. The collection is developed through donations of recent books in good condition. Books may be borrowed for any period of time and returned to the basket for re-shelving. Periodically, overflow or outdated books are donated to the Montgomery County Public Library Bookstore. A cabinet in

the kitchen area holds many puzzles and games that can also be borrowed. Donated current magazines can be found in the basket by the TV set.

V. SECURITY

A. Security Personnel

1. Security Personnel at Leisure World fall into two categories: Special Police Officers and Gate Guards. Security personnel are uniformed and operate marked vehicles. The Special Police Officers and Gate Guards provide constant security services to our community.
2. Special Police Officers are deputized Montgomery County Police officers. They carry firearms, have arrest powers and can issue parking citations. They work in close cooperation with all local and state law enforcement agencies.
3. The primary responsibility of the uniformed Gate Guards is to provide the community with security by allowing only authorized persons to enter and to assist those who enter by providing information and directions. The Gate Guards also receive calls for assistance and then transmit radio messages to the Special Police Officers for immediate action.
4. The main gate on Georgia Avenue is staffed 24 hours a day, seven days a week. The Norbeck Road and Connecticut Avenue gates are open from 6:00 a.m. to 9:55 p.m.

B. Auto Decals and Identification Cards

The Security Department in the Administration Building issues an RFID vehicle decal or strip for each resident owned vehicle. The RFID automatically raises the gate arms at any of the three LW entrances. When the resident moves or the vehicle changes hands, the decal must be removed. Residents are also issued photo identification cards for entry into the community and admittance to the various facilities of Leisure World.

C. Admittance of Non-Residents to Leisure World

1. Leisure World uses DwellingLive (www.dwellinglive.com) to manage admittance of nonresidents (e.g. guests, service workers) into Leisure World. Residents can log on the website and issue up to 1-year passes and short-term passes, as needed. Passes can be texted or emailed to the guest. Passes are scanned by the Gate Guard to ensure that the visitor is expected and has obtained the resident's authorization for entry. Instructions on how to use the website are available at the VPE Office.
2. When expecting five (5) or more guests for an event, a list of guests can be uploaded or individually entered on the website under "Add Party".
3. Residents may also obtain guest passes in person from the receptionist located in the Administration Building.

D. Non-Resident Access to Units

1. Residents should leave a key with the Main Gate for emergency access. The Security Department maintains keys in a secure manner. In case of an emergency that may adversely affect the common elements, other units, or the health and welfare of a resident, entry into a unit shall be immediate, whether or not the unit owner is present or permission is granted. Leaving a key with the Gate may

minimize the need for the door to be forced open. Any damage will be the unit owner's responsibility.

2. The Property Manager and any authorized contractor or staff may enter a unit with the permission of the unit owner at a reasonable hour of the day in order to inspect, provide preventative maintenance, or make repairs. Examples include HVAC inspections, searching for leaks, and pest control.
3. No unit owner may alter any lock or install additional locks, knocker, bell, or any other door fixture without the prior written consent of the Board. If a resident has changed the unit door key, it is the resident's responsibility to ensure that the Main Gate has the correct key.

E. Lockout Service

1. Lockout assistance for the building and the unit is available on a 24-hour basis from the Gate Guards at the Main Gate.
2. If a resident has forgotten or misplaced the key fob and/or common area key, dial 100 from the call box to speak to either those in the VPE Office during business hours or the guards at the Main Gate. Both can automatically open the building door for you.
3. The unit key left at the Main Gate may be temporarily loaned to the resident to gain entry to the unit, provided the resident presents sufficient identification, signs a written request, and promptly returns the key. If a resident cannot get to the Main Gate, the Security Department will deliver the emergency key for entry into the unit for a fee.
4. Residents are responsible for retrieving keys and fobs from non-residents and neighbors when they are no longer needed.
5. Residents should report the loss or theft of building keys and garage openers and/or key fobs to the VPE Office immediately.

F. Solicitors, Open Houses, and Estate Sales

1. Solicitors are not permitted within the property. If any unit owner is contacted by a solicitor on the property, the VPE Office should be notified immediately.
2. Realtors must accompany prospective residents when looking at a property. Open Houses are not allowed. "For Sale" signs are not allowed in the windows.
3. Estate Sales are strictly prohibited. An Estate Sale is defined as an advertised time set aside for individuals to enter the building without an appointment to view, buy and carry out items purchased. Sales of items between an owner and a scheduled buyer are permitted.

VI. RESIDENT RESPONSIBILITIES

A. Unit Maintenance

1. Responsibilities of Each Unit Owner

The Chart of Maintenance Responsibilities (Exhibit I of the Bylaws) outlines the maintenance responsibilities for VPE distinguishing between the responsibilities of the Association (e.g., balcony window repairs) and the responsibilities of individual unit owners (e.g., faucet repairs.)

2. Alterations

- a. No walls, soffits, ceilings, floors, doors, or windows may be altered or constructed in or removed from any unit except with the prior written approval of the Board, Covenants Committee, or its authorized designee. Alterations are subject to the applicable provisions of the Fair Housing Act and any applicable state or county laws regarding reasonable modifications to units for residents with disabilities.
- b. For permission to make modifications or structural alterations to a unit, patio, or balcony, residents must obtain an application form from the VPE Office and receive written approval prior to beginning any work. The Rules and Regulations section of this Manual provides additional details.

3. Authorized Contractor

Only licensed and insured contractors, electricians, and plumbers may work in the building. Residents can call the Physical Properties Department at 301-598-1500 or any other licensed vendor if service is needed. Residents will be held responsible for all plumbing, electrical, or other problems caused by their use of contractors, service personnel and others.

4. Appliance Repairs

Repairs to appliances are the responsibility of the unit owners. For a fee, the LW Physical Properties Department (PPD) can handle many repairs and maintenance services such as hanging pictures. Residents may also purchase an annual maintenance contract from PPD for plumbing, appliances, electrical and other services.

5. Garbage Disposals

- a. The most common appliance problems occur with garbage disposals. Most organic material can be put into the disposal but only in very small amounts at a time with the disposal on and cold water running. Do not put coffee grounds, rice, celery, potato skins, onion skins and other fibrous matter as it can clog the disposal and pipes. Do not allow any solid objects, such as metal, bottles, and glass, in the disposal. Paper should not be put into the disposal as it will clog the drain. Residents are encouraged to use a mesh sink strainer.
- b. Do not put any grease or drain cleaning agents in the disposal. Grease clogs the disposal and chemicals may destroy the rubber gasket in the disposal which can cause flooding of the kitchen and units below. Grease can be poured into a jar and disposed of with the regular household trash. Routinely, the VPE staff will pour enzymes into all sinks to reduce the growth of organic matter in the drainpipes.
- c. If a disposal fails to operate, the resident should check the manufacturer's instruction booklet. Frequently, simply removing foreign materials and pressing the "reset" button will restore the disposal to working order. **WARNING - Make sure the power to the disposal is turned off before attempting to remove any blockage.**

6. Common Area Responsibility

- a. Unit owners are responsible for maintaining consistency in the appearance of the common areas to contribute to the building's overall impression, avoid clutter, and reduce safety hazards. Doormats, external draft dodgers on doors,

unique doorknobs or doorbells, and signs are not allowed. Seasonal door decorations cannot cover the unit number and must be hung on over-the-door hooks that do not damage the door. Other types of decorations, hangings, and signs are not acceptable. Residents who have difficulty accessing their delivered newspaper on the floor can request that the carrier hang it in a plastic sleeve on the doorknob. Personal items, such as shopping carts, walkers, and boxes may not be left in the hall in front of the door, even temporarily.

- b. In keeping with inside consistency, residents also need to be aware of the aesthetics portrayed from the exterior of the building. Window coverings must be white, off white or beige. Installation of solar film requires prior written approval. Patios and balconies are not to be used as storage areas on a permanent basis. No signs or notices may be on the windows.

B. Unit Utilities

1. Telephone Service

The building does not have fiber optic lines to the units. Each unit is wired for telephone landlines. Telephone service is also available through Xfinity.

2. Electrical and Gas Services

Electrical and gas service to the units is separately metered and billed to individual unit owners. The Association provides hot water as a common element expense. Residents with electric vehicles and a garage space with access to an electrical outlet may use Level 1 charging at their expense after signing a formal agreement available from the VPE Office.

3. Water and Sewer Service

The Association pays for water and sewer usage as a common expense. Front foot benefit charges are part of the unit's property tax bill which is the responsibility of the unit owner.

4. Heating, Ventilation and Air Conditioning (HVAC)

- a. Each condominium unit has an individual HVAC system consisting of a gas furnace and an air conditioner. The system includes two main components: furnace (located inside the unit's HVAC closet) and the condenser (located on the roof and not accessible to residents). The thermostat inside the unit controls the entire system. If the HVAC system fails, major repairs or replacement are the unit owner's responsibility.
- b. Regular preventive maintenance is essential for system performance and is provided through a service contract, currently with AMD Mechanical Contractor (301-283-3600). This contract includes spring and fall inspections, including filter changes, scheduled by the VPE Office. The contract also includes two additional air filter replacements and minor repairs. Residents can contact AMD for these services.

5. Variation in Temperature in the Common Areas

- a. The building was designed to be pressurized by unit blowers on the roof that are on at all times to provide cooling and heating to all common areas and hallways. The east end, west end, and center of each hallway receive this roof air on all ten floors via connected air ducts. The three thermostats that control the units are located on the tenth floor. When heat, for example, is called for by the thermostat, the heater on the roof heats the air and sends the air down to the

tenth floor to satisfy the thermostat. This air also goes to the other nine floors below. Therefore, on the tenth floor the air may feel hot and on the first floor the air may just feel warm coming out of the hallway air duct.

- b. When the thermostat is not calling for hot or cold air, the blowers continue to blow the outside air into the building for circulation. When standing by a hallway duct, a resident may feel hot air coming in at one moment and cooler temperature air coming in the next moment. Hallway temperatures to suit a floor or portion of a floor cannot be adjusted without changing the temperature in some other part of the building.
- c. If the unit feels uncomfortable, the resident should check to be sure the windows are closed properly. Increasing humidity will also help the air retain heat. Humidifiers installed on the furnace should have a water detection cut off switch that shuts down the furnace in case a leak occurs (EZ traps.)
- d. In order to ensure the flow of fresh air to each unit, the area under the door should not be blocked. Residents may install a filter on the inside bottom of the entrance door that will allow fresh air in while filtering out dust and other airborne matter.

C. Insurance and Liability

1. LWMC Master Insurance Policy

LWMC maintains a Master Insurance Policy, which covers Leisure World community property and general liability. The coverage of this master policy also extends to the Association and to the individual units within VPE. Information on the master policy's coverage may be obtained from the LWMC Risk Management department (301-598-1091).

2. Property Insurance

The Master Policy covers loss or damage to the common elements, and each unit owner is an insured person for his or her proportionate ownership in the undivided interest in the common elements. Coverage extends within the individual units to fixtures, appliances, walls, floor coverings and cabinetry substantially similar to that originally installed by the builder. The Master Policy does NOT provide coverage for personal property, living expenses, or betterments and improvements

3. Liability Insurance

The Master Policy will indemnify and defend the Association and its unit owners against claims for personal injury or property damage. For example, if someone slips and falls on the common elements, the Master Policy will indemnify and defend all unit owners against liability for bodily injury. If, however, someone slips and falls within an individual unit, the Master Policy liability coverage will not apply, but the homeowner's insurance may cover the incident.

4. Statutory Limitation on Unit Owner Liability

Maryland condominium law limits the liability of an individual unit owner for damages to the common elements or to other units from causes originating in the individual's unit. Under the law, the current maximum liability of an individual unit owner is \$10,000. This amount is, however, always subject to change by state legislation.

5. Indemnification of Board and Committee Members

Board and committee members, as well as volunteers assisting them, are indemnified against liability to others arising out of the due exercise of their responsibilities. See Section 3.16 of the Bylaws for more details.

6. Unit Owner's Personal Insurance Responsibilities

The insurance programs described above do not replace the need for unit owners to carry separate insurance at their own expense. The Bylaws require that unit owners and renters carry insurance. This policy, commonly known as HO6, must also provide coverage for any betterments or improvements not covered by the Master Policy and water backup coverage. Under Maryland Law, the Association currently can assess a unit owner up to \$10,000 for any incident that originates in their unit and causes damage to other units. Residents should consult an insurance agent to ensure that their coverage is adequate and must annually provide the page describing the insurance coverage to the VPE Office.

7. Limit on Claims against the VPE Association

All persons using any of the recreational or common elements do so at their own risk and sole responsibility. The Association is not responsible for accidents, injuries, or damage that may occur unless it is clearly proven to be caused by the Association's direct negligence.

8. Unit Owner's Responsibility for Damage

- a. Any damage to the Property, recreational facilities, or other common elements or equipment caused by unit owners, tenants, their employees, guests or animals shall be repaired at the expense of the unit owner. This is why unit owners must carry personal insurance.
- b. To minimize water damage from overflows or plumbing leaks from the kitchen, bathroom, laundry room, or humidifier, unit owners must install water alarms. Water alarms are available for purchase from the VPE office or stores such as Amazon and Home Depot.

D. Refuse, Recycling, and Pest Control

1. Using the Refuse Rooms

- a. The Refuse Room on each floor is located near the elevators. Signage and information provide guidance on items that can be disposed of in the Refuse Room and items that must be taken to the loading dock area. Please do NOT leave unwanted items such as plants, clothing, or food on the shelves thinking someone else might want it.
- b. It is a personal responsibility to dispose of your trash properly. Guests, caregivers, and other household employees should be informed of all the rules. Cleanliness is imperative to prevent insect and rodent infestation.
- c. Refuse disposal and recycling rules are consistent with those set by Montgomery County and may differ from those in the area from which you have moved. You can check the guidelines at www.montgomerycountymd.gov/dep/trash-recycling.
- d. To avoid disturbing residents living near the Refuse Rooms, do not dispose of trash and recyclable items before 7:30 a.m. or after 10:00 p.m.
- e. The containers are emptied daily and on weekends. Please be considerate of others and take refuse in small batches rather than filling up the containers.

2. Trash Disposal

- a. Each Refuse Room has a trash chute for all trash. Place household trash in plastic bags, fasten the bags tightly, and place them in the trash chute. The bags drop into a compactor at the base of the chute and are automatically compressed.
- b. Do not over-stuff bags or use large trash bags because they can get stuck in the chute and cause a backup of trash. Do not put metal or household items that cannot be crushed into the chute because they will damage the compactor.
- c. Medical waste should be double bagged before putting down the chute. Sharps may be disposed of at some local pharmacies or placed in a rigid container such as a plastic milk carton and put into the dumpster at the loading dock area on the P-Level.
- d. Because bags of kitty litter often rip and can damage the trash compactor, kitty litter should be double bagged and disposed of in the dumpster at the loading dock area.

3. Recycling Paper, Magazines, and Cardboard

- a. Clean mixed paper, newspapers, and magazines should be recycled according to guidance posted in the Refuse Room. Labeled boxes on the shelves separate each of the types of paper for easy handling by the staff. Shredded paper should be put into a plastic bag and placed in the trash chute.
- b. Cardboard boxes may be recycled and should be flattened and put into the blue container labeled "cardboard". Large boxes also should be flattened and must be taken to the loading dock for disposal in the large metal bin labeled "cardboard."
- c. Waxed cartons such as for milk, orange juice, and stock should be rinsed and placed in the bin for cardboard without the plastic spout or top.

4. Recycling Glass, Plastic, and Metal

- a. Unbroken green, brown, or clear glass bottles and jars may be recycled. Rinse the containers before placing them into the large BLUE recycling barrel. Because small items can jam machinery at the Montgomery County Recycling Center, tops should be either tightly screwed on or removed and placed in your household trash.
- b. CFL light bulbs and fluorescent bulbs contain mercury and must be disposed of carefully. Most can be recycled along with LED bulbs at Home Depot and the Transfer Station on Frederick Road.
- c. Plastic containers, such as jars, tubs, buckets, and flowerpots, should be cleaned and placed in the BLUE recycling barrel. Check for the triangle recycling symbol on the container. Items with a number 6 in the triangle are not to be placed in the BLUE barrel. If there is a number 6 or if there is no triangle emblem, such as on some carry out containers, put the item in with your bagged trash.
- d. Aluminum cans, bi-metal (steel/tin) food and beverage containers, and aluminum foil and foil products may be recycled, must be clean, and should be placed in the large BLUE barrel.

5. Recycling Electronics

- a. To conserve natural resources and reduce the risk of hazardous materials entering the environment, Montgomery County encourages recycling of electronics and household equipment and accessories. Do not put these items in the dumpsters or in the loading dock area as they need to be separately recycled.
- b. Some retailers such as Best Buy and Staples will accept certain electronics, such as computers, ink cartridges, and printers, for trade in or for recycling.
- c. Batteries are a fire hazard. They can be turned in at Home Depot and Staples. Additional information on drop-off locations is on the web at www.call2recycle.org. Telephones, batteries and other items contain minerals and metals and should be disposed of responsibly.
- d. Montgomery County residents may bring electronics, including cameras, televisions, cables, laptops, and batteries or other hazardous items to the Transfer Station at 16101 Frederick Road for Recycling. A complete list is available at MontgomeryCountyMD.gov/RecycleRight.

6. What can NOT be Recycled

- a. Items that are NOT clean cannot be recycled as they are contaminated.
- b. Styrofoam packaging materials must be taken to the dumpster or bagged with other trash and put down the chute.
- c. Plastic bags and plastic wrap can NOT be recycled. Plastic bags may be recycled at most local grocery stores or bagged as part of household trash.
- d. Broken glass, halogen bulbs, and light bulbs without mercury can be wrapped in paper, put into a small plastic bag to protect others, and added to your bagged household trash.
- e. Recycling can be confusing and not everything can be handled well such as bottle caps and greasy pizza boxes. "When in doubt—throw it out!"

7. Loading Dock Area

- a. Residents may dispose of items not suitable for the refuse room (e.g., large cardboard, metal cookware, broken dishes) in the labeled large metal dumpsters in the loading dock area.
- b. Do NOT leave items such as furniture, mattresses, carpeting, paint, and left-over building materials on the loading dock. They should be taken to the Transfer Station on Frederick Road in Rockville. Bulk pickup from the building is NOT regularly available and costs the Association. Residents can arrange disposal by calling a service or donation center such as 1-800-GOT-JUNK, Green Drop, or Donation Nation.

8. Donations

- a. Leisure World and Montgomery County are committed to recycling and repurposing as much as possible to keep materials out of landfills, protect the environment, and help others in need. The VPE Office keeps a list of local donation sites that welcome items such as clothing, books, and housewares that are in good condition. Periodically, the Activities Committee arranges to collect and transport donations.

E. Pets/Animals

1. Guidelines and Regulations

- a. Residents are permitted to keep animals only in accordance with the provisions of Montgomery County Code, VPE Bylaws, and VPE Rules and Regulations.
- b. The Rules and Regulations with regard to pets, visiting pets, service animals and emotional support animals are found in Rule 15 in Part II of this Manual.
- c. Residents are limited to one pet that does not exceed 40 pounds in weight (fully grown).
- d. Visiting animals are subject to the Rules and Regulations.

2. Animal Registration - Initial and Renewal

- a. Residents who bring an animal to live in VPE, or who host a visiting animal, are required to register the animal in the VPE Office within seven (7) days of its arrival. At the time of registration, residents must provide a recent photograph of the animal, a copy of the Montgomery County animal license, and proof of current rabies vaccination. The purpose of registration is to facilitate contacting owners in case of injury to an animal, to identify an animal causing problems, and to distinguish stray animals. Part-time Montgomery County residents may submit equivalent documentation from their primary county or state of residence.
- b. After the initial registration, residents are required to provide an updated copy of the animal license each time it is renewed, along with proof of updated rabies vaccination whenever revaccination occurs.

3. Animal Control Responsibility

- a. Residents who own or host an animal must be familiar with and comply with Montgomery County Code, Chapter 5, Animal Control Ordinances. The Animal Control Division of the Montgomery County Police may issue a civil citation to any pet owner for violation of these ordinances.
- b. Animals must be leashed and/or carried under the control of the owner at all times while on the common elements, and the leash must be of a length that ensures that the animal is under full control at all times. At no time may any animal be leashed to any stationary object on the common elements.
- c. Animals may not run or be walked in the hallways for exercise. Residents may use the garage areas in inclement weather but the animal must be leashed.
- d. Pets may be transported in elevators to the P-level and/or stairwells to the garages to enter or leave the building on a leash or in a carrier. No pets can be taken through the lobby.
- e. In light of possible health problems of some residents (e.g. allergies or phobias) animals other than service animals may not be transported in any elevator in which a passenger already onboard objects to the presence of the animal in the elevator.

4. Animal Area and Waste Disposal

- a. Owners are encouraged to walk their animals along Leisure World Boulevard and along regular walkways. The landscaped areas with flowers, plants, shrubs and trees may not be used to exercise animals.
- b. An animal area has been established adjacent to the loading dock entrance by the west P-level garage.

- c. Owners must always pick up their animal's waste and deposit into containers designated for that purpose. Waste disposal baskets can be found adjacent to the P-Level garage entrances and behind the building.
- d. Should an animal have an accident inside the building, owners must clean up immediately and also inform the VPE Office so that the area can be fully cleaned to be hygienic and avoid carpet stains.
- e. Because bags of kitty litter often rip and can damage the trash compactor, kitty litter should be double bagged and disposed in the dumpster at the loading dock.

5. Dealing with a Problem Animal

- a. If a neighbor's animal becomes a problem, such as excessive barking or aggressive behavior, try to work out a solution with the animal's owner.
- b. If attempts at a solution are unsuccessful, file a written complaint with the VPE Office. The complaint should include a complete and specific description of the problem and identify the animal and the owner. Upon receipt of the complaint, the Property Manager will discuss appropriate action with the animal's owner and follow an established resolution process as outlined in the Rules and Regulations.

6. Stray Animals

- a. Report any stray animals to the Montgomery County Animal Control Center (240-575-3939) and arrangements will be made to pick up the animals. Dead animals anywhere in the community should be reported to the LW Grounds Department (301-598-1314).
- b. Feeding wild animals such as deer, geese, or foxes is prohibited.

F. Smoking and Vaping

- 1. For safety and health reasons, VPE is a smoke-free building. Smoking is prohibited in the interior of all units, including limited common elements such as patios and balconies. Smoking is also prohibited in all common elements, such as, but not limited to, lobbies, hallways, elevators, stairs, Community Room, storage areas, garages, restrooms, refuse rooms, staff offices and equipment rooms.
- 2. There is also no smoking within **20 feet** of all sides of the building. Appropriate signage is displayed designating the building as smoke-free. Smoking is defined as use of any lighted legal or illegal products, smoking devices, or use of electronic vapor smoking devices that produce airborne emissions. For specific details with regard to the smoking policies, see Section 17.0 of the Rules and Regulations.

G. Move-in/Move-out

1. Elevator and Loading Dock Scheduling

- a. Each resident moving into or out of any unit at VPE is required to schedule the move well in advance of the move date with the VPE Office to reserve the use of the freight elevator and loading dock. Specific dates cannot be assured until a reservation is made, especially on short notice.
- b. Moves in or out of the building will be scheduled Monday through Friday, excluding holidays. Moves will be scheduled in increments from 8:30 a.m. to 12:00 noon; and between 1:00 p.m. to 5:00 p.m. Special arrangements must be made to continue a move during the lunch hour.

2. Move In/Out Fees

- a. The fee prescribed by the Board, currently \$150.00 for move-in/move-outs, is non-refundable. An additional refundable fee of \$200.00 is put on deposit for all resident move-ins and outs to reimburse the Association for repairing any damage to the common areas caused by the move.
- b. All fees are payable to VPE and must be received prior to obtaining the authorization from the Property Manager.
- c. Residents will also be held responsible for any damage to the building caused by their moving or delivery services.

3. Removal of Packing Materials

- a. Each resident is responsible for the proper removal from VPE of all trash, debris, and packing material, including without limitation, crates, boxes, paper, wires, and nails, relating to that resident's move-in or move-out.
- b. Each resident should instruct the moving company to take away all packing materials and not leave it on the loading dock. Under no circumstance shall any such material be deposited in the refuse rooms.

H. Deliveries

1. Responsibility for Deliveries

- a. Employees and agents of the Association are not authorized to accept packages, keys, money or articles of any description from or for the benefit of a unit owner. Deliveries requiring entrance to a unit owner's unit will not be accepted.
- b. To facilitate deliveries, be sure to include the full address, including unit number, and instructions to deliver to the unit front door.

2. Large Items

- a. On the day of delivery, the resident should call the Main Gate at 301-598-1044 to inform the LW Gate Guard that a delivery is expected or use DwellingLive to send a pass.
- b. Deliveries or pickups of large or bulky items, such as furniture, appliances, and carpets, must be brought into or out of the building through the garage near the loading dock and transported in the temporarily padded freight elevator. Permission for use of the loading dock area and freight elevator must be scheduled in advance with the Property Manager.
- c. Deliveries or pickups may only be scheduled Monday through Friday, excluding holidays, between 8:30 a.m. and 12 noon and between 1:00 p.m. and 5:00 p.m. Special arrangements must be made for deliveries or pickups over the lunch hour.
- d. Packing materials, cartons and boxes must be removed from the building by the delivery company or appropriately disposed of by the resident. Under no circumstances shall such material be deposited in the Refuse Room.

VII. Dealing with Emergencies

A. Health Emergency

1. In case of a medical emergency, call 911 for the Rescue Squad. The closest Emergency Room is Medstar Montgomery Medical Center on Prince Philip Drive in Olney. One of the most common issues is a fall. You can call 911 to tell them you

need help lifting the individual but may not need transport. Residents are cautioned against trying to help lift others as we are not trained for it and cannot assess whether there is an injury.

2. Urgent care centers are located in Olney at 18045 Georgia Avenue just before 108 and in Aspen Hill at 13671 Georgia Ave near Outback Restaurant. They can provide faster service for minor issues than an Emergency Room. Scrapes, cuts, burns and the like can be treated there.
3. Residents who live alone may want to participate, for a fee, in an emergency notification service with a two-way speaker hooked up to the telephone. A small button is worn around the neck or wrist and when pushed can alert the provider in case of a fall or other health emergency. There are a variety of other types that use your cell phone or a multifunction wristwatch. A lock box with a unit key can be placed on the door. You can share the code with the office if you want.
4. A defibrillator is located on the Lobby Level by the elevators. It is easily activated with clear voiced instructions for use. It is not a substitute for calling 911, but residents should review the posted instructions and feel able to use it, if needed.
5. VPE follows all government guidelines for health and public safety. Information is distributed accordingly. LW provides on-site vaccinations and blood pressure testing as a public service.

B. Water Leaks

1. Water leaks are one of the most common emergencies in the building and individual units. Water alarms are required in order to provide an alert and minimize damage. Unit owners also may be responsible for a portion of damage if the incident originates in their unit and causes damage to other units and/or the common areas.
2. If a leak occurs, alert the VPE Office or Main Gate if it is after hours or over the weekend as immediate action can reduce damage. If able, use buckets, towels or other materials to contain the water and prevent it from spreading to other areas. The Property Manager will coordinate water mitigation and necessary repairs.
3. Depending on the severity of the leak, an insurance claim may need to be filed with the Association and the individual unit owner's policy.

C. Gas Leaks and Repairs

1. If a gas leak is suspected, do NOT turn on any appliance, use a lighter or strike a match. Do NOT touch any electrical switch and do NOT use any phone in the unit, including a cell phone. Immediately call Washington Gas at 1-844-927-4427 (844-WASHGAS) from outside your unit. If possible, open a window. Follow the gas company's instructions and alert the VPE Office or the Main Gate after hours.
2. If an issue with the furnace is determined to be the cause, the HVAC contractor may be able to repair the unit at no additional cost. Any service required must be performed by a qualified installer, service agency, or Washington Gas.

D. Weather Emergency/Power Outage

1. When the Washington metropolitan area experiences severe thunderstorms and high winds, warnings are broadcast over most radio and television stations. Residents can also sign up for alerts on their cell phone. Go to alert.montgomerycountymd.gov to create an account. Remain safe by staying in the building and staying away from windows.

2. Even if there is a power outage in the neighborhood, VPE has a generator to supply electricity to the common areas. This system will power one elevator, exit signs, stair lights, as well as certain corridor light fixtures. It is important to keep working flashlights on hand.
3. Keeping your refrigerator closed will keep food and medicine cool temporarily. It may be prudent to unplug appliances that can be damaged by power surges when power is restored.

E. Fire Emergency

1. In case of fire in your unit, leave immediately and close the door leaving it unlocked. Pull the lever on the red fire alarm located on your floor at the stairwell door. The building alarm system will ring on the floor where the alarm was initiated and on one floor above and one floor below.
2. The alarm system will automatically notify the alarm monitoring company which will contact the Fire Department, the Main Gate, and the VPE Office staff on call. Do not pull more than one alarm as it will confuse the Fire Department.
3. The speaker system will announce the need to leave the building. Before evacuating, check carefully for smoke and heat. Do not use elevators when leaving the building. Use caution as you walk down the stairs and follow the exit signs out of the building. Do not exit through the lobby as it can interfere with Fire and Rescue Personnel.
4. When safely out of the building call 911 to notify the Fire Department of the exact location of the fire.
5. Residents with mobility issues may choose to shelter in place if fire or smoke is not visible in their unit. If smoke starts to seep under the door, use wet towels or sheets to seal the gap and help prevent smoke from entering. Stay in a room with a window and a phone to call 911 and report your location. Do not shelter in place if fire or heavy smoke is present inside your unit—evacuate immediately if it is safe to do so.
6. VPE has a full sprinkler system and smoke detectors for the property, and there are sprinklers and smoke detectors in every unit. Each sprinkler is individually activated when the air around it reaches a predetermined temperature. Do not block or cover sprinklers in the unit or in storage areas. The building system is evaluated quarterly and inspected annually.
7. The unit smoke detector only alerts the resident of the possibility of fire and may be activated simply by burning toast. One smoke detector in each unit is wired directly into an electrical circuit but also contains a battery. Residents should have their smoke detectors tested annually to be sure they are in working condition and are responsible for replacement. Unit smoke detectors have a limited life span of about 10 years.

F. Criminal Activity

1. Residents should immediately call 911 if they witness any type of crime to a person or property. Please call Security at 301-598-1044 to let them know that the police have been contacted.
2. Access to the community is controlled to ensure a safe environment for people and property. There are cameras at each gate location. If you have filed a

protective order to prevent an individual from entering the community, you should work directly with Security to ensure your safety.

3. Seniors are often targeted by scammers through phone calls, emails, texts and even in-person schemes. Common scams include fraudulent IRS or Social Security calls, fake tech support and deceptive charity solicitations. Never share personal information such as Social Security numbers, bank account details, and Medicare information over the phone, email or text unless you have initiated contact with a trusted source. Leisure World offers periodic sessions on recognizing and avoiding scams. Staying informed and cautious is the best way to protect yourself and your finances.

PART II: RULES AND REGULATIONS

The Council of Unit Owners of Vantage Point East at Leisure World, A Condominium (Association), acting through its Board of Directors (Board), has adopted on March 27, 2025, the following Rules and Regulations (Rules). Further information and context for the Rules and Regulations can be found in the Declaration, Bylaws, and Part I of the Residents Manual.

All residents and employees of Vantage Point East (VPE) are protected from discrimination, harassment, and bullying on the basis of age, race, color, religion, gender, gender identity, national origin, disability, ancestry, source of income, marital status, citizenship, sexual orientation, or any other personal characteristic protected by Federal Civil Rights Legislation, Federal, State and local housing laws, and Leisure World policies. The Rules aim to prevent and address inappropriate or offensive behaviors and promote a positive culture for all.

1.0 GENERAL

1.1 Wherever in these Rules reference is made to **unit owner(s)**, such term shall apply to the owner of any unit, whether or not in residence, to such owner's tenants, and such owner's or such tenant's household members, employees, agents, guests, invitees or licensees.

1.2 Wherever in these Rules reference is made to the **Association**, such reference shall include the Association and the Property Manager, when acting on behalf of the Association.

1.3 The Board reserves the right to alter, amend, modify, repeal or revoke these Rules and any consent or approval given hereunder at any time, in accordance with the Maryland Condominium Act. Such changes may be made by the Board after the Council of Unit Owners has a 15-day comment period.

1.4 All Rules and Regulations are enforceable by the Board, Covenants Committee and the Property Manager. Where warranted and for good cause, the Board may grant an exception to a Rule.

2.0 OCCUPANCY RESTRICTIONS

2.1 It is the intention of Vantage Point East to provide housing for older persons. Therefore, subject to all applicable federal, state, and county laws and regulations, the following apply:

2.1.1 At least one (1) of the persons who resides in any unit in VPE must be 55 years of age or older; any other resident of the unit must be 50 years of age or older.

2.1.2 If the only resident of a unit in VPE who is 55 years of age or older dies or ceases to be a resident, any remaining residents of the unit 50 years of age or older may continue to reside in the unit.

2.2 No additional resident of the unit may be under the age of 50 years, except as follows:

2.2.1 A person under the age of 18 years may reside in the unit, but not for an aggregate of more than thirty (30) days in any calendar year; and

2.2.2 Any other person between the ages of 18 and 50 may reside in the unit, but not for an aggregate of more than ninety (90) days in any calendar year.

2.3 The Board shall have the right to grant exceptions to the occupancy restrictions to prevent a hardship as long as at least eighty percent (80%) of the units in VPE meet the requirement of clause (2.1.1) above.

2.4 All unit owners and occupants must provide the information as specified in the Residents Manual for a confidential information file in the VPE Office and keep the information current.

2.5 The Board has the right to contact Leisure World Social Services and/or family members in case a resident does not appear to be capable of self-care and does not appear to have obtained adequate assistance for independent living.

3.0 RESTRICTIONS ON UNIT USE

3.1. Each unit shall be used as a private residence, subject to the Bylaw restrictions, including but not limited to, the number of units that can be rented and a minimum physical occupancy of one year by the owner or the immediate family of the owner before renting. An application must be submitted and approved before leasing. No unit owner shall lease a unit other than on a written form of lease, including the VPE Lease Addendum, filed with the VPE Office at least five (5) days before occupancy.

3.2 Unit owners must provide evidence in writing of insurance coverage annually when requested, or if there is a change in insurance provider. The policy of the unit owner must include water backup in addition to the coverage specified in the Bylaws.

3.3. No unit shall be used or rented for transient, hotel, short-term, or motel purposes.

3.4 Unit owners intending to have a guest stay in their unit without the unit owner present for more than 7 days in a 30-day period must notify the VPE Office prior to the intended occupancy and complete the occupancy registration form. A guest staying longer than ninety (90) days in a 12-month period must register as a resident with Leisure World.

3.5 Except for a “no-impact home-based business,” as defined by section 11-111.1 of the Maryland Condominium Act, no industry, business, trade, occupation or profession of any

kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted in any unit. However, this prohibition shall not apply to occasional, not regularly scheduled, use of the unit for charitable, community or religious purposes by the owner and guests.

3.6 No improper, offensive or unlawful use shall be made of the Property, or any part thereof. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction relating to any portion of the Property must be complied with, by and at the sole expense of the unit owner or the Board, whichever shall have the obligation to maintain or repair such portion of the Property. If the latter, the cost of such compliance shall be a common expense.

4.0 RESTRICTIONS ON USE OF COMMON ELEMENTS

4.1 The common elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incidental to the use and occupancy of the units. The sidewalks, building entrances, lobbies, stairwells, and hallways shall only be used for the purpose of normal transit.

4.2 Entrances, lobbies, halls, stairways, garages and other common areas of the building may not be obstructed, littered, defaced or misused by residents, guests, employees, or contractors and may not be used for playing or loitering.

4.3 No articles of personal property, such as walkers or chairs, may be stored or left unattended in common areas of the building, including hallways, stairwells, building entrances, parking areas, sidewalks, lawns or elsewhere on the common areas.

4.4 No unit owner shall move, remove, add, or otherwise change items in any of the common areas.

4.5 Nothing may be altered or constructed on the common elements, limited common elements, and reserved common elements without the prior written approval of the Board or Covenants Committee.

4.6 Nothing shall be done or kept in any of the common elements, limited common elements, and reserved common elements that will increase the rate of insurance for the Property or contents thereof. No unit owner shall permit anything to be done or kept in the unit or on the common elements, limited common elements, or reserved common elements that will result in the cancellation of insurance on the Property or contents thereof, or that would be in violation of any public law, ordinance, or regulation.

4.7 Except as authorized by law, no signs or notices of any type may be posted or displayed in the common areas or in any unit so as to be visible from the exterior of the building. United States flags may be displayed in accordance with federal law.

4.8 Nothing shall be hung displayed or exposed such as laundry, clothing, rugs, awnings or canopies, on the exterior of a unit or common elements, including the windows, doors, masonry, patio or balcony.

4.9 The VPE Office and the Activities Committee have authority over items placed in the elevators and on the elevator hall tables. No other items may be placed on these locations.

4.10 Only the VPE Office may post notices on the glass-enclosed boards at the discretion of the Property Manager. Those bulletin boards are reserved for VPE notices and items of general interest.

4.11 The black bulletin board near the mailboxes is for resident use for personal notices that may be posted for a limited time provided that they are dated, signed and include the unit number.

4.12 No advertisements by vendors or businesses are allowed in the common areas or on the bulletin boards.

4.13 No recreational activity or lounging shall be permitted, except in areas designated by the Board.

4.14 All persons shall be appropriately attired when appearing in any common area, including stairwells, lobbies, hallways, Community Room, and patio.

4.15 Use of the Community Room and patio is permitted when authorized meetings or private parties are not in progress.

4.16 No food or drink is permitted in the sitting area of the lobby.

5.0 RECREATIONAL AND COMMON ELEMENTS USE

5.1 All persons using any of the recreational or common elements do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No unit owner shall make any claim against the Association, its agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational or common areas, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association, its agents, or employees in the operation, care or maintenance of such facilities.

5.2 Unit owners shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such unit owner or by other owners and their tenants, guests, invitees, or licensees growing out of the use of the recreational or common areas.

5.3 Any damage to the Property, recreational facilities, or other common elements or equipment caused by a unit owner or a unit owner's animal shall be repaired at the expense of the unit owner.

5.4 Unit owners who wish to use the Community Room for a private event must reserve the room, pay the fee, arrange for use, and agree to all of the Rules and policies outlined in the rental document available from the VPE Office.

5.5 The Board shall have the right to bar the use by a unit owner of any of the recreational common facilities, such as the Community Room, for failure to make payment of any assessments or fees due as provided for in the Bylaws.

5.6 The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the common elements. No barrier may be erected around or on the common elements.

6.0 ALTERATIONS AND IMPROVEMENTS

6.1 Nothing shall be done in any unit that may impair the structural integrity of the building. No walls, columns, ceilings, bulkheads, floors, doors, or windows may be altered, constructed in, or removed from any unit, including reasonable modifications for residents with disabilities, without prior written approval of the Board or the Covenants Committee.

6.2 Unit owners must submit an application to the VPE Office and obtain approval before any work, other than minor repairs, is performed in a unit. Only licensed and insured contractors, electricians, and plumbers may work in the building. All work must meet applicable codes. The unit owner is responsible for all problems or damage caused by their contractors or service personnel.

6.3 Work cannot commence before 8:30 a.m. and must cease at 5 p.m. Monday through Friday. No work can be scheduled on holidays.

6.4 The Property Manager has the authority to stop any contract work in a unit until issues of non-compliance have been resolved with the unit owner.

6.5 If any unit owner makes changes without obtaining prior written approval, they may be required to restore the Property to its original condition and appearance at their expense.

7.0 APPLIANCES, HEATING, AND AIR CONDITIONING

7.1 Installation of additional major appliances in any unit, including a balcony or storage area, is prohibited. Such prohibited appliances include, but are not limited to, additional washing machines, dryers, refrigerators, freezers, and dishwashers.

7.2 Replacement of existing major appliances with other than comparable equipment is permitted only with the prior written approval of the Board or Covenants Committee. All-in-

one washer/dryer units may be replaced with side-by-side units if they fit into the laundry room.

8.0 BALCONIES AND PATIOS

8.1 Each unit owner is responsible for the normal maintenance of the enclosed balcony and patio and for any damage caused or permitted by negligence, misuse, or neglect. All structural repairs or replacements to the balcony exteriors and patios are the responsibility of the Association as a common expense, except for damage caused by the unit owner.

8.2 Ceiling rotary fans may be installed in balconies only with the prior written approval of the Board or Covenants Committee, except where electric junction boxes for such fans were installed by the developer.

8.3 Balcony mortar, but never the bricks, may be penetrated to a depth not to exceed two inches for the installation of hardware to support decorations, provided that any such penetration is at least one foot away from any electrical outlet.

8.4 Satellite dishes not in excess of one meter in diameter shall be permitted subject to reasonable rules regarding location and screening adopted by the Board and in accordance with applicable federal, state, and county laws and regulations.

8.5 No exhaust fan, air conditioning apparatus, television or radio antennas or other items shall be installed by the unit owner beyond the boundaries of the unit.

8.6 No patio shall be enclosed or covered without the prior written consent of the Board.

8.7 No painting of balcony brick walls is permitted.

8.8 In the event that the Association needs to repair/replace the concrete slab, the unit owner is responsible for repair or replacement of any floor coverings.

9.0 DELIVERIES

9.1 Employees and agents of the Association are not authorized to accept packages, keys, money or articles of any description from or for the benefit of a unit owner. Nevertheless, if packages, keys (e.g., for a unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the unit owner assumes the sole risk and the unit owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom.

9.2 Deliveries of large items, such as furniture, appliances, and carpets, must be arranged in advance with the VPE Office for the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

9.3 No large furniture, flooring, carpeting, tiles, appliances, or other supplies or apparatus may be brought in or out of the Property on Saturdays, Sundays, and holidays because no appropriate elevator or building staff monitoring services are available.

9.4 Unit owners are responsible for the proper disposal of all packing material, including without limitation, crates, boxes, paper, wires and nails.

10.0 MAINTENANCE OF UNIT

10.1 Each unit owner must keep the unit in a good state of repair and cleanliness and must not sweep or throw or permit to be swept or thrown from the unit, or from the doors, windows, patios or balconies, any dirt or other substance.

10.2 Normal household trash and medical waste, excluding sharps, must be bagged and placed into the trash chute in the Refuse Room.

10.3 Recycling in the Refuse Rooms must be in the proper receptacle in accordance with guidelines that are posted in the Refuse Room, distributed by the Property Manager, and/or specified in the Residents Manual, Part I.

10.4 Large cardboard (after flattening) and small miscellaneous items must go to the dumpster in the loading dock. Bulk trash, such as mattresses, cabinets, furniture, and large appliances, must be removed from the Property by the owner or contractor. No garbage or trash shall be placed anywhere on the Property.

10.5 The toilets and other water and sewer apparatus shall be used only for the purposes for which designed. Wipes, whether flushable or not, rags or other improper articles must not be flushed in toilets. The cost of repairing any damage resulting from misuse of any apparatus shall be borne by the unit owner causing the damage.

10.8 A water alarm alert system must be placed under each water valve area and in the furnace closet in the unit. This includes under bathroom and kitchen sinks, behind toilets, and by the washing machine, dishwasher and refrigerator. Unit owners are responsible for replacing the batteries in order to maintain the alert system in operating order.

11.0 MOVE IN/MOVE OUT

11.1 Move-ins and move-outs must be scheduled and are restricted to the hours between 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. Such moves ordinarily will be scheduled from 8:30 a.m. to 12:00 noon and/or 1:00 p.m. to 5:00 p.m. Only the freight elevator, not the other two elevators, may be used for move-ins and move-outs.

11.2 No move-in or move-out of any unit may be made until permission from the Property Manager is obtained and all fees have been paid.

11.3 During a move-in or move-out, the unit owner is responsible for the proper removal from the Property of all trash, debris, and packing material, including without limitation, crates, boxes, paper, furniture, and household items relating to that unit owner's move-in or move-out.

11.4 Luggage carts are for resident use only and not for contractor use. Carts are not to be used for heavy loads such as furniture. Luggage carts must be returned promptly to the P-Level after use.

12.0 NOISE ABATEMENT

12.1 No unit owner shall make or permit any disturbing noises in the Property, including the units and common elements (e.g., the Community Room and adjacent patio), or do or permit anything that will interfere with the rights, comforts or convenience of other unit owners.

12.2 Unit owners must keep the volume of any radio, television, musical instrument or other sound-producing devices in their units sufficiently reduced at all times so as not to disturb other unit owners. No unit owner shall dispose of trash and recyclable items in the Refuse Rooms between the hours of 10:00 p.m. and the following 7:30 a.m. The Community Room patio shall not be used for private parties or otherwise between the hours of 10:00 p.m. and the following 7:30 a.m.

12.3 Except for emergency repairs, all construction, installation or renovation involving hammering, drilling, scraping, or other disturbing noises anywhere on the Property may not begin before 8:30 a.m. and must stop at 5:00 p.m., Monday through Friday, excluding holidays.

12.4 To reduce the transmission of sound between units, sufficient carpeting, rugs, padding and/or sound attenuating materials shall be maintained on a minimum of eighty percent (80%) of the floor surfaces, excluding kitchens, closets and bathrooms.

13.0 NON-RESIDENT ACCESS TO UNITS

13.1 Unit owners may not alter any lock or install additional locks, or a knocker, or a bell or any other fixture on any doors of a unit without prior consent of the Board. A unit owner may rekey the lock of their unit without approval.

13.2 Any agent, contractor, or workman authorized by the Board or the Property Manager, may enter any room or unit in the building with the permission of the unit owner at any reasonable hour of the day for the purpose of exercising and discharging their respective powers and responsibilities. In case of an emergency, such right of entry shall be immediate, whether or not the unit owner is present or permission is granted.

13.3 Unit owners may not hold Open Houses or Estate Sales.

14.0 PARKING AND VEHICLES

14.1 Unit owners must register all motor vehicles with the Leisure World of Maryland Security Office in the Administration Building. An RFID decal is issued for display on the vehicle in order to permit identification of the owner or operator and expedite entry into Leisure World.

14.2 Unit owners must observe and abide by all parking and traffic signs, arrows, and notices posted by Leisure World, the Association, or by municipal authorities. Vehicles parked in violation of any such signs or notices may be towed away at the unit owner's sole risk and expense. Driving and parking violations are also subject to fines.

14.3 Unit owners using outdoor parking spaces must park such that front or rear-end overhang does not obstruct pedestrian walkways, hinder grass mowing, or cause tire or exhaust smoke marks on building walls or concrete parking blocks. Parking may not block sidewalks or driveways. Unit Owners are responsible for repair of any damage or necessary cleaning caused by their parking.

14.4 Unit owners using indoor garage parking are subject to charges for cleaning, painting, or repairs for damages to walls, columns, and the entry gate.

14.5 No vehicle shall be parked in any parking space, indoor or outdoor, so as to overlap parking stripes or otherwise obstruct or reduce the adjacent spaces for other vehicles.

14.6 Trailers, campers, recreational vehicles, boats and other large vehicles may not be parked on the Property. The Board may grant temporary permission for such vehicles in exceptional cases and designate the appropriate parking location.

14.7 No junk, derelict vehicle, or other vehicle without a visible valid license plate shall be kept upon any of the common elements. No vehicle shall be parked within the Property with a "For Sale" sign attached.

14.8 Except in areas designated by the Board, vehicle repairs other than emergency maintenance and ordinary light maintenance, excluding fluid changes and other operations that might soil the common elements, are not permitted on the common elements. Washing and waxing of vehicles is not permitted any place on the Property.

14.9 If any vehicle owned or operated by a unit owner shall be illegally parked or abandoned within the Property, the Association shall be held harmless by such unit owner for any and all damages or losses that may ensue. The unit owner shall indemnify the Association against any liability that may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof. Illegally parked or abandoned vehicles may be removed from the property at the expense of the unit/vehicle owner.

14.10 Unit owners may not directly engage LW or VPE staff to move, handle, park or drive any automobile placed in the parking areas.

14.11 Unit owners wishing to rent out their garage space must notify the Association in writing. Garage spaces may only be rented to other VPE residents.

14.12 Residents with electric or plug-in hybrid vehicles are permitted to charge their vehicles on a 120v outlet in the garage if they own or rent an indoor parking space, pay for the electricity, can access an outlet as described in Policy Resolution No. 8, and agree to the policies and standards outlined in an agreement available from the VPE Office.

15.0 PETS AND ANIMALS

15.1 No animals, including livestock, poultry or reptiles of any kind, regardless of number, may be maintained, kept, boarded, bred, or raised, in any unit or upon the common elements, except unit owners may keep one (1) small ordinary domestic pet (e.g., dog, cat, or caged bird) not to exceed one (1) per unit. Small animals that reside in aquariums or cages and that do not disturb others are permitted.

15.2 Pets may not exceed 40 pounds in weight when fully grown.

15.3 A trained service animal is not a pet. Any resident with a service animal must provide the VPE Office with reliable documentation that the animal has specialized training to perform tasks for the individual with a disability. The resident is not required to identify the type of disability.

15.4 An emotional support animal is not a pet. Any resident with an emotional support animal must provide the VPE Office with reliable documentation from a physician, psychiatrist, social worker, or other relevant licensed health professional that there is a current disability related need. The documentation must certify that the animal provides emotional support that addresses the specific disability.

15.5 Dogs and cats must be licensed with Montgomery County, or in the case of a part-time resident, their primary jurisdiction, and inoculated as required by law. In addition, animals must be registered with the VPE Office within one week of moving in or acquiring the animal and annually thereafter. During registration, information must be provided as required by the VPE Office.

15.6 Pets are not allowed in the lobby level, Community Room or patio. Pets may not enter or leave the building through the front lobby. The only entrance or exit to or from the building for pets is by the elevators and stairwells to the P-level garages or the stairwells to the L level garages.

15.7 Animals may be transported in elevators. In light of possible health problems of some residents, (e.g., allergies or phobias), animals other than service animals shall not be transported in any elevator in which an on-board passenger objects to the presence of the

pet in the elevator. Animals and their owners do not have to get off of an elevator to let others on.

15.8 Animals must be leashed or in a carrier and under the control of the owner at all times while outside of the unit. The leash must be of a length that ensures that the animal is under full control at all times. At no time shall any animal be permitted to wander in the hallways or other common areas or be leashed to any stationary object on the common areas.

15.9 Animal owners are fully responsible for personal injuries and/or property damage caused by their animals and shall indemnify and hold the Association and each unit owner and tenant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Property.

15.10 Owners/walkers of animals walked upon the common areas must promptly clean up their animal's droppings and dispose of them properly. The landscaped (i.e., flowers, plantings, trees, and shrubs) areas of the Property may not be used to exercise animals.

15.11 Unit owners must effectively control their animal at all times. An animal may be maintained in a unit only for so long as it is not a nuisance. Actions that constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching, aggressive behavior. Unit owners are responsible for any damage, soiling or defecating on common areas. When in common areas, the owner must take immediate action to remove any unhygienic materials, and inform the Office for additional hygienic cleaning.

15.12 An animal that is causing a nuisance may be permanently removed from the Property upon fifteen (15) days written notice from the Board, but only after appropriate review and consultation with the Covenants Committee following the procedures of Section 22 of these Rules, except where circumstances warrant expedited action consistent with the Bylaws.

15.13 Visiting animals are subject to all the Rules in Section 14.0 including weight restrictions and, if present for more than 7 days, registration with the VPE Office.

16.0 SAFETY AND SECURITY

16.1 Unit doors opening into the corridors shall be kept closed and secured at all times except when in use.

16.2 Unit owners must be security conscious and not open the doors for unidentified individuals to enter the building. All common area doors must be kept closed.

16.3 No gasoline or other explosive, flammable, or incendiary material may be kept in any unit or storage area.

16.4 Smoke detectors and sprinkler heads are located in each unit and must be maintained and not blocked, covered, or impeded in any way. In storage areas, all items must be stored at least 18 vertical inches below the sprinkler heads.

16.5 Unit owners, or the caregiver or legal representative, must notify the VPE Office if they require assistance during an emergency. A list of such unit owners is maintained in the Fire Control Room for use by fire and rescue personnel.

16.6 Unit owners who use oxygen must notify the VPE Office, sign the responsibility statement, and post an “Oxygen in Use” sign on or adjacent to the entrance to their unit.

16.7 Solicitors are not permitted within the Property. If any unit owner is contacted by a solicitor on the Property, the VPE Office should be notified immediately.

17.0 SMOKING

17.1 VPE is a no-smoking/smoke-free building as noted in the Bylaws. Smoking is prohibited in the interior of all units, including balconies, patios, common areas and within 20 feet of perimeter of the building.

17.2 Smoking is defined as use of any lighted legal or illegal products, smoking devices, or uses of electronic vapor smoking devices that produce airborne emissions. Smoking marijuana by registered medical users is also prohibited.

17.3 No unit owner shall smoke or permit smoking by any owner, tenant, occupant, agent, contract worker, household worker, guest, friend or family member. Any unit owner who rents, leases or otherwise allows someone other than the unit owner to reside within or occupy the unit must notify such persons within the unit that smoking is prohibited.

17.4 All unit owners are required by law to provide prospective buyers of their units a Resale Disclosure Certificate that must include a description of this smoking prohibition. Unit owners selling their units must advise their real estate agents and prospective buyers of the smoking prohibition prior to the time that a purchase agreement for the unit is signed.

17.5 Unit owners who purchased their units prior to the effective date of the Bylaw amendment on smoking (June 1, 2019) may continue to smoke in their unit until the unit is sold or they no longer live there, whichever comes first.

17.6 Smoking is permitted in the interior of residential units by those owners described in section 17.5, provided such smoking does not cause smoke to enter other units, hallways or other interior and exterior common elements. To prevent smoke or odors from passing to other units, hallways, or other interior or exterior common elements, all windows, including balcony windows, must be kept closed, exhaust fans turned on (e.g., kitchen, bathrooms and heating/air conditioning central fan), and the entrance door kept closed except for necessary entrance or exit.

17.7 If the measures noted in 17.6 are not sufficient to contain the smoke or odors within the residential unit, the unit owner will be asked to take additional measures, at the owner's expense.

17.8 Permission to smoke (see 17.5) in the unit will be revoked if a unit owner does not prevent smoke or smells from entering other units, hallways, or common areas.

18.0 STORAGE

18.1 No personal property may be stored on the common elements except in storage areas designated as such by the Board. All items other than nonporous material (e.g., metals, plastic, finished wood) placed in the storage areas assigned to unit owners must be stored in plastic containers or bags at least eighteen inches below the level of the sprinkler heads.

18.2 Patios and balconies may not be used as storage areas.

18.3 The only items that may be stored in indoor garage parking spaces are: one or more neutral color cabinets, provided that the total width of the cabinets does not exceed the width of the parking space; and collapsible grocery carts and mobility aid equipment in current use by the unit owner. Requests for exceptions must include evidence that the proposed storage deviation will not disrupt the appearance or interfere with the maintenance or safety of the garage.

18.4 Placement or storage of all personal property in storage areas, on common areas, in the garage, or on any portion of the Property is at the sole risk of the unit owner. The Association is not liable for the loss, destruction, theft or damage to such property.

18.5 Bicycles must be registered with the VPE Office if stored in the bicycle racks in the garage.

19.0 UNIT DOORS

19.1 Identification on doors is confined to that standard used throughout the building. Additional doorbells, doorknockers, peepholes, door handles, nameplates and hooks, or other identifications of a permanent nature are prohibited, except for an auxiliary doorbell for the hearing impaired.

19.2 Unit owners may affix one unobtrusive commonly accepted religious symbol of a size that will fit on the doorframe.

19.3 Permanent year-round decorations are not allowed. Holiday or seasonal decorations of a modest size may be displayed on the door for the length of the holiday or season only by using a hook of non-permanent, non-defacing nature (e.g., over-the-door hook or magnetic hook).

19.4 The overall air management system for the building is based on “positive air pressure.” For both safety and aesthetic reasons, unit owners are prohibited from interfering with the airflow through the unit entry door.

20.0 WINDOW COVERINGS

20.1 Draperies, curtains or venetian blinds must be installed by each unit owner on all windows of the unit, excluding balconies.

20.2 All window coverings (e.g., curtains, draperies, blinds) must have white, off-white, or beige lining to provide a uniform color scheme on the exterior of the building.

20.3 Solar film is considered an alteration/improvement. Unit owners must obtain approval for the type of film before installing solar film.

21.0 VPE ASSOCIATION

21.1 All charges and assessments imposed by the Association are due and payable on the first (1st) day of each month. A charge for late payment will be assessed as provided by the Bylaws.

21.2 Formal complaints regarding the management of VPE or regarding actions of other unit owners must be made in writing to the Property Manager or the Board.

21.3 No unit owner shall direct, supervise, or attempt to assert control over VPE staff and VPE contractors. Additionally, unit owners shall not request personal favors, hire, or offer payment to any LW or VPE staff for personal services. In case of emergency or safety concerns relating to the unit, contact the VPE Office for assistance.

22.0 ENFORCEMENT OF RULES

22.1 Unit owners shall not do or permit anything to be done that will interfere with the rights, comfort, convenience, health or well-being of others. Unit owners, shall not engage in conduct that is annoying, improper, offensive, intrusive, threatening, harassing, or that creates an hostile environment.

22.2 Violations of any of the provisions of any of the Rules by unit owners are subject to penalties prudently and reasonably imposed by either the Board or the Covenants Committee. Before sanctions are imposed, reasonable attempts will be made to resolve the matter informally. The role of the Covenants Committee is outlined in Section 3.18 of the Bylaws.

22.3 Penalties to unit owners may include, but are not limited to fines; to suspension of privileges, including voting and access to recreational areas; to actions for damages, injunctive relief, imposition and foreclosure of liens; or to eviction of tenants depending upon the severity and duration of the violation, subject to the due process rights of the

alleged violator specified in appropriate sections of the Maryland Condominium Act and the Bylaws. For violations, penalties, and due process rights, see Sections 11-109(d) (16) and (20) and 11-113 of the Maryland Condominium Act and Article 9 of the Bylaws.

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VANTAGE POINT EAST LEISURE WORLD, A CONDOMINIUM
POLICY RESOLUTION NO 1: BOOK OF RESOLUTIONS

APPROVED AUGUST 2021

WHEREAS, Section 3.1 of the Bylaws of the Condominium assigns to the Board of Directors (Board) ***all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or the condominium instruments required to be exercised and done by the Association***; and,

WHEREAS, Section .1 (c) of the Bylaws provides that the Board shall, on behalf of the Council of Unit Owners of Vantage Point East at Leisure World, A Condominium, ***provide for the operation, care, upkeep and maintenance of all the property and services of the condominium***; and,

WHEREAS, there is a need for the Board of Directors to keep a record of the actions and decisions taken in the performance of its duties; and

WHEREAS, it is the intent of the Board of Directors to keep a record of its decisions in addition to the customary Book of Minutes.

NOW THEREFORE, BE IT RESOLVED THAT: the Board shall create a Book of Resolutions, of which this Resolution shall be a part, to include an orderly and indexed record of the rules and regulations of the Association; the resolutions that are adopted by the Board; and in some cases, the Covenants & Rules Committee.

I. CLASSIFICATION OF RESOLUTIONS

The resolutions shall be classified as follows:

A. **Policy Resolutions**: Resolutions adopted by the Board of Directors which specifically relate to the long-term governance and organization of the Association, including, without limitation, actions affection the property rights, obligations, and equity of both the Association and individual unit owners.

B. **Administrative Resolutions**: Resolutions adopted by the Board of Directors which relate to the internal operation and structure of the Association, including without limitation contracts, financial procedures, committee terms of reference, etc.

C. **General Resolutions**: Resolutions adopted by the Board of Directors with respect to specific expenditures, single task actions, and other such general matters having no continuing, far-reaching, or precedent setting implications.

D. **Special Resolutions**: Resolutions adopted by the Board of Directors or the Covenants & Rules Committee with respect to questions of compliance by an owner with the

provisions of the Condominium Act, the condominium instruments, or the book of Resolutions; and resolutions adopted by the Covenants & Rules Committee in the course of issuing interpretations of the condominium instruments, pursuant to Section 3.13 (b) of the Bylaws.

II. FORMAT OF BOOK OF RESOLUTIONS

The Book of Resolutions shall contain a separate section for each classification of resolutions described herein. Policy, Administrative, General and Special Resolutions shall be recorded in Section I, II, III and IV of the Book of Resolution, respectively, and shall be attached to the Minutes of the meeting at which they are adopted. A numerical listing of resolutions by section shall appear at the beginning of the Book of Resolutions. The Book of Resolutions are also held in electronic form for easy reference.

III. DEFINITIONS

The Book of Resolutions shall incorporate by reference all definitions contained in the Maryland Condominium Act and the Condominium instruments.

- A. *Association* refers to the Vantage Point East at Leisure World, a Condominium Council of Unit Owners.
- B. *Board* refers to the Board of Directors of the Association.
- C. *Majority Vote* means the vote of majority of the directors present at a Board meeting at which a quorum is present per Section 3.7 of the Bylaws.
- D. *Owner* means unit owner.
- E. *Hearing Officer* refers to the person appointed to conduct a hearing on a particular issue.

IV. FORMAT OF RESOLUTIONS

The format of Policy and Administrative Resolutions shall conform to the format set forth in Exhibit A as attached.

V. RESPONSIBILITY

The Association Office shall be responsible for maintaining the Book of Resolutions and the Association Secretary shall be responsible for providing to the unit owners appropriate notice of additions or changes thereto.

VI. INSPECTION

The Book of Resolutions shall be available for inspection by any owner or mortgagee, upon request at the Association office, during the normal business hours.

VII. CONFLICTS

If there is a conflict between provisions of the Book of Resolutions and those of the Condominium Act or the condominium instruments, then the following hierarchy applies: (1) the Condominium Act, (2) the Declaration and the Bylaws, (3) the Book of Resolutions.

VII. SEVERABILITY

The invalidity of any portion of the Book of Resolutions shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Book of Resolutions.

IX. APPLICABILITY

Any reference made in the Book of Resolutions with respect to actions taken by the Association shall include the Managing Agent where the Association has delegated authority to take such action.

X. COMPLIANCE

All owners their tenants, employees, guests, licenses and invitees shall comply with the applicable provisions of the Book of Resolutions.

XI. ENFORCEMENT

The Association, or any owner, shall have the right to enforce, by any proceeding set forth herein or at law in equity, all provisions of the Book of Resolutions as well as the condominium instruments. Failure by the Association, or any owner to enforce any provision of this Book of Resolutions shall in no event be deemed a waiver of the right to do so. A waiver of such right shall be effective only pursuant to a written instrument signed by the party to be charged with such waiver and shall be limited to the particular provision contained herein with is expressly set forth as being waived.

XII. VIOLATION AND NUISANCE

If an act or omission of any provision of the Book of Resolutions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by the Association, or any owner, whether or not the relief sought is for negative or affirmative action.

XII. VIOLATION OF LAW

Any violation of any applicable governmental laws, ordinances or regulations, pertaining to the ownership, occupation, or use of any portion of the condominium is hereby declared to be a violation of the Book of Resolutions and is subject to the discretion of the board, to any or all of the enforcement procedures set forth herein.

XIV. REMEDIES CUMULATIVE

Each remedy set forth in this Book of Resolutions shall be in addition to all other remedies available at law or in equity, and all such remedies, whether or not set forth in this Book of Resolutions shall be cumulative and not exclusive.

XV. REFERENCE OF PRONOUNS

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular and plural as the identity of the person or persons or entities may require.

XVI. METHOD OF ADOPTION

Each resolution shall be adopted as provided for that classification or Resolutions and shall include the date of its adoption and if it was adopted at a regular or special

meeting of the Board, or by written consent as provided in Article 3, Section 3.8 of the Bylaws.

XVII. AMENDMENT

The Association reserves the rights to alter, amend, modify, repeal, or revoke any provisions set forth in this book of Resolutions at any time by resolutions of the Association or the Board.

Exhibit A. Model Resolution and Record of Adoption Format

**VANTAGE POINT EAST AT LEISURE WORLD,
A CONDOMINIUM**

POLICY/ADMINISTRATIVE RESOLUTION NO. _____

PROPOSED RESOLUTION TITLE

WHEREAS, (Statement of authority)

WHEREAS, (Purpose and scope)

NOW, THEREFORE, BE IT RESOLVED THAT: (Specifications)

VANTAGE POINT EAST AT LEISURE WORLD, A CONDOMINIUM

Record of Adoption

Policy Resolution type: _____

Policy Resolution title: _____

Duly adopted at a meeting of the Board of Directors of the Council of Unit Owners of
Vantage Point East at Leisure World, a Condominium held on:

Motion by: _____ Seconded by: _____

VOTE

OFFICER	YES	NO	ABSTAIN	ABSENT

ATTEST:

Secretary

FILE: Book of Minutes

Book of Resolutions: Section No. _____

**VANTAGE POINT EAST AT LEISURE WORLD, A CONDOMINIUM
POLICY RESOLUTION NO. 2: POLICY RESOLUTIONS**

APPROVED AUGUST 2021

WHEREAS, Article 3, Section 3.1 of the Bylaws of condominium provides that the Board of Directors shall have ***all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or the condominium instruments required to be exercised and done by the Association;***

WHEREAS, Article 3, Section 3.1 (c) of the Bylaws provides that the Board of Directors shall, on behalf of Vantage Point East, Condominium Unit Owners Association, ***provide for the operation, care, upkeep and maintenance of all the property and services of the condominium;***

WHEREAS, the Board has adopted a policy for the implementation of a Book of Resolutions which shall include Policy Resolutions;

WHEREAS, the Board deems it necessary to establish appropriate procedures for adopting and recording Policy Resolutions for the Board.

NOW, THEREFORE, BE IT RESOLVED THAT: the following procedures for the adoption of Policy Resolutions be adopted:

I. PROCEDURE FOR ADOPTION

- A. **First Reading:** A proposed Policy Resolution shall be provided to the Board at least forty-eight hours prior to the Board meeting. All Board members, unless otherwise noted in the minutes, shall be deemed to be aware of the contents of the resolution. During the Board meeting at which the resolution is introduced, the Board shall vote to either accept or refuse introduction of the resolution, the Board shall set the time, date and place for a hearing of the resolution. The hearing must be scheduled within thirty days of such Board meeting but in no event prior to publication required in paragraph I.B., below. The proposed resolution shall be established or denied. The proposed resolution shall be included in the minutes of the Board meeting at which it was introduced.
- B. **Publication:** The proposed resolution, or a summary thereof acceptable to a majority of the Board, the date, time and place of the hearing on it shall be printed in the Association newsletter or distributed to all unit owners within fifteen (15) days of the Board meeting at which the resolution is introduced.
- C. **Review:** The Association Secretary shall provide a report to the Board, or hearing officer if one is appointed, concerning the resolution's consistency with previously adopted Policy Resolutions. If desired, legal counsel will provide a report as to the resolution's compliance with applicable law and consistency with the Condominium Instruments.

- D. **Hearing:** The Board may hold the required hearing or delegate authority to conduct the hearing to a suitable committee. Printed or digital copies of the agenda and the proposed resolution(s) to be considered at the hearing shall be available at the hearing. Owners shall have the opportunity to comment on the proposed resolution(s) subject to rules of procedure announced at the beginning of the hearing. No business shall be addressed at the hearing that is not announced in the notice provided for in Section I.B. above.
- E. **Board Action:** At a meeting of the Board, to be held not later than thirty (30) days from the date of the hearing, the Board shall take action on the proposed Policy Resolution. The resolution must have the approval of a majority of the Board.
- F. **Promulgation:** The Board shall announce the adoption of the resolution in the Association newsletter or by distribution to all unit owners. Such publication shall contain either the full resolution or a summary thereof containing substantive provisions.
- G. **Entry in Records:** The text of the resolution as passed by the Board and the vote by which it was adopted shall be attached to the minutes of the Board meeting at which it was passed and an executed copy of the resolution shall be placed in Section I of the Book of Resolutions as provided in Policy Resolution No. 1.

II. DURATION

Policy Resolution Nos. 1 and 2, as they may be amended from time to time, shall remain in effect until repealed by the Board.

III. AMENDMENT

Any substantive amendment to a Policy Resolution shall be made only in accordance with the procedures stated herein for adoption of a Policy Resolution. Corrective amendments of a non-substantive nature may be adopted by the affirmative vote of a majority of the Board without adherence to the procedures followed in event of adoption of a substantive amendment.

**VANTAGE POINT EAST AT LEISURE WORLD, A CONDOMINIUM
POLICY RESOLUTION NO. 3: ADMINISTRATIVE RESOLUTIONS**

APPROVED AUGUST 2021

WHEREAS, Article 3, Section 3.1 of the Bylaws of condominium provides that the Board shall have ***all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or the condominium instruments required to be exercised and done by the Association***; and

WHEREAS, Article 3, Section 3.1 (c) of the Bylaws provides that the Board of Directors shall, on behalf of the Council of Unit Owners of Vantage Point East, A Condominium, ***provide for the operation, care, upkeep and maintenance of all the property and services of the condominium***; and

WHEREAS, the Board has adopted a policy for the implementation of a Book of Resolutions which shall include Administrative Resolutions; and

WHEREAS, the Board deems it necessary to establish procedures for the adoption of Administrative Resolutions for the Board;

NOW, THEREFORE, BE IT RESOLVED THAT: the following procedures for the adoption of Administrative Resolutions be adopted:

I. PROCEDURE FOR ADOPTION

An Administrative Resolution proposed for introduction shall be provided to the Board at least forty-eight hours prior to the Board meeting at which said resolution is to be considered. All Board members, unless otherwise noted in the minutes, shall be deemed to be aware of the contents of the resolution by virtue of such prior distribution.

- A. **Review:** The Association Secretary will review the proposed resolution for consistency with previously adopted resolutions and make a report to the Board. If desired, legal counsel will provide a report as to the resolution's compliance with applicable law and consistency with the Condominium Instruments.
- B. **Board Action:** The proposed resolution may be amended and/or adopted by a majority of the Board of Director
- C. **Entry in Records:** The text of the resolution as passed by the Board and the vote by which it was adopted shall be attached to the minutes of the Board meeting at which it was adopted and an executed copy of the resolution shall be placed in Section II of the Book of Resolutions as provided in Policy Resolution No. 1.

II. DURATION

Administrative Resolutions shall remain in effect until amended by an absolute majority of the Board of Directors.

III. AMENDMENT

Administrative Resolutions may be amended by the affirmative vote of a majority of the Board. The amended resolution shall be entered into the records in accordance with Section I.C. above.

**VANTAGE POINT EAST AT LEISURE WORLD, A CONDOMINIUM
POLICY RESOLUTION NO. 4: GENERAL RESOLUTIONS**

APPROVED AUGUST 2021

WHEREAS, Article 3, Section 3.1 of the Bylaws of condominium provides that the Board of Directors shall have ***all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or the condominium instruments required to be exercised and done by the Association***; and

WHEREAS, Article 3, Section 3.1 (c) of the Bylaws provides that the Board of Directors shall, on behalf of Vantage Point East, Condominium Unit Owners Association, ***provide for the operation, care, upkeep and maintenance of all the property and services of the condominium***; and

WHEREAS, the Board has adopted a policy for the implementation of a Book of Resolutions which shall include General Resolutions; and

WHEREAS, the Board deems it necessary to establish appropriate procedures for adopting and recording General Resolutions for the Board;

NOW, THEREFORE, BE IT RESOLVED THAT: the following procedures for the adoption of General Resolutions be adopted:

I. PROCEDURE FOR ADOPTION

- A. **Board Action:** A General Resolution may be introduced and acted upon at any regular or special meeting of the Board. A General Resolution may be amended and/or adopted by the affirmative vote of majority of the members of the Board.
- B. **Entry in Records:** The text of the resolution and the vote by which it was passed shall be attached to the minutes of the Board meeting as which it was adopted. An executed copy of the resolution shall be placed in Section III of the Book of Resolutions as provided in Policy Resolution No. 1.

II. DURATION

A General Resolution shall remain in effect until otherwise repealed or amended by majority vote of the Board.

**VANTAGE POINT EAST AT LEISURE WORLD, A CONDOMINIUM
POLICY RESOLUTION NO. 5: USE OF COMMUNITY ROOM**

APPROVED AUGUST 2024

WHEREAS, Article 3, Section 3.1 (c) of the Bylaws states that the Board of Vantage Point East at Leisure World condominium shall, ***provide for the operation, care, upkeep and maintenance of all the Property and services of the Condominium***; and,

WHEREAS, Article 3, Section 3.1 (f) of the Bylaws enables the Board to ***make and amend the rules and regulations***; and,

WHEREAS, the Community Room is a shared space intended to facilitate Association meetings, gatherings, and events; the Board has deemed it necessary to establish a policy for the fair and equitable use of the Community Room.

NOW, THEREFORE, BE IT RESOLVED THAT: the following policy for the use of the Community Room is adopted.

I) USE RESTRICTIONS

- A) The Community Room, including its adjacent patio, is intended for use by the Association and its residents. The Community Room shall be available for use according to the following priorities:
 - 1) Board meetings.
 - 2) Meetings of Vantage Point East Committees.
 - 3) Meetings, classes, information seminars or social gatherings for owners and residents organized by the Board or VPE Committees.
 - 4) Private reservations.
 - 5) Informal activities of residents that do not involve exclusive use of the room and during which the room remains open for the use of other residents.
- B) The Community Room may be reserved by residents for their occasional private use for entertaining, memorial services or other activities with the prior approval of the Property Manager on a space available basis. The Room may not be privately used for any type of gambling, fundraising, political, or commercial purposes such as sales presentations, or profit-generating events.
- C) The Community Room may not be used for meetings of outside organizations, groups, or entities.
- D) The maximum allowable occupancy of the Community Room is 99 persons as required by the Fire Code.
- E) Animals or pets are not allowed in the Community room unless they are service animals required by individuals with disabilities.
- F) VPE does not have a liquor license; selling of alcohol is prohibited. Persons may bring their own alcohol to an event.

II) RESERVATIONS FOR PRIVATE USE

- A) A resident who wishes to use the Community Room may obtain a Reservation Application from the VPE Office. The Application must be completed and returned to the Office for approval at least ten (10) business days before the date the resident wishes to use the Community Room, except for memorial services. Reservations will be approved if 1) the event is an allowed activity, 2) the owner of the unit is current in condominium assessments, 3) the Room is available at the time requested, 4) the Community Room Private Use Agreement is signed, and 5) the appropriate security deposit and use fee has been paid.
- B) Reservations cover the use of the Community Room, including bathrooms, kitchen, tables and chairs and the adjacent Patio. The TV set, audio system and its associated equipment may not be used for private events.
- C) To facilitate entrance, a list of expected guests should be submitted to the Association Office and/or added to DwellingLive three (3) business days before the event.
- D) The desired room set up must be submitted to the Association Office three (3) business days before the event, except for memorial services.
- E) The fee to use the Community Room is one hundred and fifty dollars (\$150.00) plus a one hundred and fifty dollars (\$150.00) refundable security deposit. A pre and post inspection must be scheduled with the Association office to determine if the security deposit will be refunded.
- F) If the Community Room is used for a memorial service of a VPE resident, the use fee will be waived for one day. A security deposit will still be required.
- G) Publication of private events is prohibited, except for memorial services.
- H) Advertising of services or products during a private event is prohibited.
- I) Reservations may be cancelled with at least one business days' notice. Notice must be in writing to the VPE Office.

III) RULES AND RESPONSIBILITIES

- A) Prior to the event, the Board, Committee or individual resident (Reservation Holder) reserving the Community Room must:
 - 1) Inform caterers to exercise caution when transporting food.
 - 2) Ensure that no tacks, nails or sticky tape are applied to walls or ceilings.
 - 3) Inform non-resident guests that parking is available along Leisure World Blvd and at the lower east end of the parking lot. Extra parking is available in the lot of Clubhouse II. Guests should use the main entrance phone system to dial 500 to enter the building on the day of the event.
 - 4) Cover any credenzas and tables used as serving areas with tablecloths.
- B) During the event the Reservation Holder must:
 - 1) Monitor the main entrance door during the arrival of nonresident guests.
 - 2) Be present at all times to ensure that guests/attendees abide by all applicable laws and ordinances, the condominium instruments and the rules and regulations.
 - 3) Ensure that sound levels are kept at a level that will not disturb other residents.

- 4) Ensure that proper decorum is maintained in the Room, including the Patio. Particularly, as it relates to noise levels and control of children. Railings, banisters, sofas, chairs and tables must not be climbed.
 - 5) Make certain that attendees, including children, confine their activities to the Community Room and adjacent patio. Guests should not wander about the lobby, enter the grass and wetlands area behind the building or enter other parts of the Condominium.
 - 6) Ensure that guests do not bring food or drinks into the Lobby.
 - 7) Supervise the use of the kitchen facilities.
 - 8) Ensure that the VPE no smoking rules are followed as smoking is PROHIBITED in the Community Room, hallways, Patio and within 20 feet of the building.
 - 9) Ensure that the Community Room is vacated by 12:00 midnight, and that the adjacent Patio is vacated by 10:00 P.M., unless the Board of Directors approves a later hour.
- C) Immediately after the event, the Reservation Holder is responsible for:
- 1) Cleaning the Community Room and adjacent Patio. This includes:
 - (i) Wiping down tables and counters.
 - (ii) Removing all items from the refrigerator.
 - (iii) Cleaning appliances if used.
 - (iv) Disposing all trash in the appropriate container and trash chute in the Refuse Room.
 - (v) Vacuum Community Room floor.
 - 2) Ensure that all decorations are removed.
 - 3) Ensure that the Community Room is properly secured and that lamps, ceiling lights, bathroom lights, and appliances are turned off.
 - 4) Inform the Office of any damage caused during the event.
- D) Residents using the Community Room for informal, infrequent, activities must inquire with the Office if there are any reservations occurring on the desired date and time no less than one business day before the date of desired use.

**VANTAGE POINT EAST AT LEISURE WORLD, A CONDOMINIUM
POLICY RESOLUTION NO. 6:
REQUEST TO INSPECT RECORDS & CONFIDENTIALITY AGREEMENT**

APPROVED AUGUST 2021

WHEREAS, Article 3, Section 3.1 of the Bylaws of condominium provides that the Board shall have ***all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or the condominium instruments required to be exercised and done by the Association;*** and

WHEREAS, Council of Unit Owners have the right to inspect or receive copies of any Condominium books and records pursuant to the Maryland Condominium Act, Title 11, Section 11-116.

WHEREAS, the intention of the Policy is to allow the inspection, examination, and copying of Condominium documents, while placing reasonable restrictions on the inspection process due to the personal and legal nature of some documents; and, to balance the legal rights of unit owners to inspect, examine and copy Condominium books and records, while protecting the Condominium against disclosure of certain documents by a unit owner to third parties and/or misuse of Condominium documents for improper purposes.

THEREFORE, each unit owner shall be required to make a written request and sign a confidentiality agreement in connection with making a request to inspect the Condominium's books and records.

1. If a unit owner requests in writing a copy of financial statements of the Condominium or minutes of a meeting of the Condominium's Board of Directors or other governing body to be delivered, the Condominium shall compile and send the requested information by mail, electronic transmission or personal delivery: within 21 days after receipt of the written request, if the minutes or financial statements were prepared within the 3 years immediately preceding the request; or, within 45 days if the minutes or financial statements were prepared more than 3 years immediately preceding the request (MD Condominium Act, Section 11-116 (c)(ii)).
2. Except for books and records of the Condominium which may be withheld from examination and copying pursuant to the MD Condominium Act, Section 11-116(3), all books and records kept by the Condominium shall be made available for examination and copying, by any unit owner, a unit owner's mortgagee, or their respective duly authorized agents or attorneys, during normal business hours and after reasonable notice. A minimum of 10 business days shall be needed by the Condominium to process any request for inspection or copying.

3. The Condominium is permitted to charge reasonable charges on a unit owner desiring to review or copy the books and records or who requests delivery of information. The Condominium will charge 15 cents per page for copying, and \$40.00 per hour for staff time beyond 2 hour(s). The Condominium may, in its sole discretion, either require payment of copying and staff time charges in advance or it may assess these charges to the unit owner's account. Inspections shall only take place at the Condominium's business office located at 3200 N. Leisure World Blvd., Silver Spring, MD 20906, during normal business hours, and a staff member will be present with the inspecting unit owner during the inspection.
4. All persons involved in the document inspection process shall conduct themselves in a reasonable, businesslike manner. The Condominium may stop an inspection if the unit owner and/or his or her designated agent fails to follow the policies set forth herein or engages in behavior towards staff which is threatening or harassing in nature.
5. A request for inspection of documents should specifically name or list the documents to be inspected and/or copied. The Condominium is only required to make the books and records available as they are kept in the ordinary course of business, and is not required to "create" or "organize" documents for an inspecting unit owner.
6. The Condominium will keep a log of all inspection and copying requests. A unit owner and/or his agent and attorney undertaking the inspection shall sign the sign in inspection log when he or she inspects and/or copies the Condominium's books and records.
7. Books and records which may be withheld from inspection (Maryland Condominium Act, Section 11-116(3)) are as follows: Except for inspection by the person who is the subject of the record or the person's designee or guardian, to the extent that documents concern the following they may be withheld from inspection: (1) personnel records, not including information on individual salaries, wages, bonuses, and other compensation paid to employees; (2) an individual's medical records; (3) An individual's personal financial records, including assets, income, liabilities, net worth, bank balances, financial history or activities, and creditworthiness; (4) records relating to business transactions that are currently in negotiation; (5) the written advice of legal counsel (may also be withheld from the person who is the subject of the record based on attorney-client privilege); (6) minutes of a closed meeting of the Board of Directors or other governing body, unless a majority of a quorum of the board or other governing body that held the meeting approves unsealing the minutes or a recording of the minutes for public inspection (MD Condominium Act, Section 11-116(3)).

VANTAGE POINT EAST AT LEISURE WORLD, A CONDOMINIUM
Request to Inspect Records & Confidentiality Agreement

Owner's Name _____

Owner's Condominium Unit: _____

Owner's residence/ mailing address (if different from the condominium unit address)

Phone Number(s) _____

E-mail address: _____

If the Unit Owner is designating agent or his/her attorney to undertake the inspection, please provide the name, address, and phone number for the designated agent and/or attorney:

Records Requested To Be Made Available for Inspection and Copying:
(You may attach a list on a separate sheet if you prefer)

Preferred inspection dates and times:

Do you anticipate making copies of any records to be inspected?

If you prefer receipt of copies of the records above via U.S. Mail or e-mail to actual inspection, please check here _____ (The Condominium is only required to deliver certain records to requesting unit owners, but may, in its sole discretion, deliver other records to requesting unit owners).

If the charges are expected to exceed \$25.00, do you wish a total estimate of the charges before we copy and send the records to you? _____

(Note: Charges either must be paid before the records will be delivered or will be assessed to the unit owner's account, as may be directed by the Condominium's Board of Directors)

VANTAGE POINT EAST AT LEISURE WORLD, A CONDOMINIUM
Confidentiality Agreement

I hereby agree not to distribute any information or documents obtained from the inspection to any third parties (other than other unit owners, my accountant, my attorney, or a government agency such as the Montgomery County Commission on Common Ownership Communities), or to use any information or documents for any improper purpose, including but not limited to: (1) showing, providing, or otherwise publishing copies of Condominium contracts, individual unit owner account statements or delinquency reports identifying individual owners as delinquent, or other documents containing confidential or personal information to third parties on the internet or otherwise; (2) using Condominium documents for purposes not related to the operation of the Condominium, including but not limited to, using information which identifies the names, addresses, and/or contact information of condominium unit owners and/or residents for personal or business uses unrelated to the operation of the Condominium; and (3) using the documents and/or information obtained from the inspection to harass other unit owners, residents, Board members, committee members, and Condominium staff, management, and employees.

I further agree to hold indemnify, hold harmless, and hold Vantage Point East Condominium, its Board members, officers, committee members, managing agent, employees, staff, and their respective successors, heirs, and assigns harmless from any claims made or damage sustained by any person arising from, or related to, or concerning my and/or my agent's and/or attorney's inspection, use, or receipt of copies of Condominium books, records, and documents.

I further consent and agree that all inspection and copying charges incurred pursuant to this request, as outlined above, will either be assessed to my account or paid in advance, as directed by the Condominium's Board of Directors.

Unit Owner Signature

Date

**VANTAGE POINT EAST AT LEISURE WORLD, A CONDOMINIUM
POLICY RESOLUTION NO. 7: OXYGEN USE POLICY**

APPROVED AUGUST 2021

WHEREAS, Article 3, Section 3.1 of the Bylaws of Vantage Point East at Leisure World provide that *the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Council of Unit Owners and may do all such acts and things as are not by the Condominium Act or the Condominium Instruments required to be exercised and done by the Association. The Board of Directors shall have the power from time to time to adopt any rules deemed necessary for the benefit and enjoyment of the condominium in accordance with Section 5.8(b) hereof;*

WHEREAS, Article 3, Section 3.1(c) states that the Board shall *provide for the operation, care, upkeep and maintenance of all of the Property and services of the Condominium;* and

WHEREAS, Article 3, Section 3.1(f) states that the Board shall “make and amend rules in accordance with section 11-111 of the Condominium Act and Section 5.8(b) hereof;” and

WHEREAS, The Board deems it necessary to establish and adopt rules and regulations regarding the reporting and notification of oxygen use within the Condominium.

NOW, THEREFORE, BE IT RESOLVED THAT: the following rules and regulations are adopted and are hereby made a part of this resolution.

VPE is a non-smoking building. Smoking is extremely dangerous when an oxygen tank or concentrator is in use in any residential unit. Residents(s) who use oxygen must:

1. Notify the Vantage Point East Management Office that they are using oxygen tanks or concentrators in their residence.
2. Sign an “Oxygen Use” responsibility statement indicating that the resident(s) has received and is following the safety precautions for handling and storage provided by the oxygen supplier or the Vantage Point East Management Office. The Oxygen Use responsibility statement form is attached hereto.
3. Post an “Oxygen in Use” sign adjacent to the entrance to their residential unit. This sign will be provided by Vantage Point East and will be available in the Management Office.

**VANTAGE POINT EAST AT LEISURE WORLD
OXYGEN USE RESPONSIBILITY STATEMENT**

TO BE SIGNED BY ALL RESIDENTS IN A UNIT IN WHICH OXYGEN TANKS &
CONCENTRATORS ARE PRESENT

Unit #: _____

Resident 1 Name: _____

Resident 2 Name: _____

Resident 3 Name: _____

I/We, have received and are following the safety precautions as instructed by the oxygen provider/Management Office. I/We acknowledge responsibility for strict adherence to those instructions. In addition, a notice of "Oxygen in Use" has been posted and will remain adjacent to the entrance of my/our unit.

Resident 1 Signature

Date

Resident 2 Signature

Date

Resident 3 Signature

Date

**VANTAGE POINT EAST AT LEISURE WORLD, A CONDOMINIUM
POLICY RESOLUTION NO. 8:
USE OF ELECTRICITY TO CHARGE ELECTRIC/HYBRID VEHICLES**

APPROVED MAY 2022

WHEREAS, Article 3, Section 3.1 (c) of the Bylaws states that the Board of Directors of Vantage Point East at Leisure World condominium shall, “Provide for the operation, care, upkeep and maintenance of all the Property and services of the Condominium; and,

WHEREAS, Article 3, Section 3.1 (f) of the Bylaws enables the Board to make and amend the rules and regulations; and,

WHEREAS, the Board of Directors have deemed it necessary to establish a policy for use of garage outlets to power Electric Vehicles (EV) and Plug-in Hybrid Electric Vehicles (PHEV).

NOW, THEREFORE, BE IT RESOLVED THAT: the following rules and regulations for the use of garage outlets to power EV and PHEV are adopted:

1. Residents of VPE with indoor parking spaces may use a 120v outlet to charge either their EV or PHEV provided that an agreement is signed between the individual and VPE outlining the estimated annual cost for electric use. The expense will be based on the owner’s estimated milage, electric use according to the specifications for the specific vehicle and VPE’s highest per kwh cost paid in the previous 12 months. The charges will be prepaid by the owner annually or semiannually.
2. Residents may use the electric outlet in a contiguous space only with a written consent of both owners. The agreement between owners of two contiguous garage spaces shall be provided to the VPE Association.
3. An extension cord from a contiguous space shall be heavy duty, appropriate for outside use, and long enough so that its placement is not a trip hazard.
4. Residents who have garage space that does not have an electrical outlet may install a 120v outlet at their own expense provided the building’s existing electrical service has the capacity to support the additional outlets. The installation shall be performed in accordance with all applicable electrical codes and the VPE Association’s electrical outlet design standards. A copy of the outlet design standard is attached for reference.

ELECTRICAL SPECIFICATIONS FOR ELECTRIC VEHICLE OUTLETS

VANTAGE POINT EAST

- 1) One dedicated 120 volt, 20 amp circuit per single EV outlet should be used.
- 2) Wire should be minimum 10 awg. copper. Only 3/4" EMT should be used below drop ceiling with AC (armored cable), properly supported, permitted above drop ceiling. Only EMT conduit should be installed in existing electric rooms to match existing raceways and allow for future expansion.
- 3) A commercial grade 20 Amp, 125 volt, NEMA 5-20R single receptacle installed in a 4" square steel box with raised cover should be used. Receptacle height should be 36" to center above finished floor to protect from damage.
- 4) All work should be performed in accordance with National Electrical Code and the local authority having jurisdiction (Montgomery County) requirements.
- 5) Building should also confirm that any EVSE used for charging vehicles is UL listed and complies with NFPA 70, Article 625, Electric Vehicle Charging Systems requirements.

RECOMMENDATIONS

- 1) Larger conduits should be extended from the garage electric room including the existing circuits to above-ceiling junction boxes in garages in before the construction or installation of added electrical outlets.

**VANTAGE POINT EAST
AGREEMENT FOR ELECTRICAL USE TO POWER ELECTRIC/HYBRID
VEHICLES**

This agreement made this _____ day of _____ in the year _____, is by and between Vantage Point East Board of Directors (VPE) and _____, owner of unit _____ at 3200 N Leisure World Blvd Silver Spring MD 20906 (unit owner).

Unit owner has purchased the following Electrical Vehicle (EV)/ Plug-in Hybrid Electric Vehicles (PHEV) and desires to utilize the building's electricity to charge and power said vehicle.

VEHICLE DESCRIPTION:

YEAR: _____

MAKE: _____

MODEL: _____

VIN#: _____

VPE has agreed, contingent on the following provisions, to authorize the unit owner to use the outlet identified below.

OUTLET LOCATION:

Parking Space No _____ (if contiguous space, attach agreement of both owners)

PROVISIONS:

1. Unit owner certifies an estimated annual milage of _____.
2. Unit owner agrees to pre-pay \$ _____ annually/semiannually (circle one) for reimbursement of electricity used to charge vehicle identified above (see attached calculations).
3. Unit owner agrees to hold harmless VPE for any vehicle damage that may be caused while vehicle is being charged.
4. Unit owner agrees to immediately notify VPE if outlet will no longer be used for stated purposes.
5. VPE agrees to maintain outlet in working condition and make any necessary repairs/replacement.
6. VPE agrees to refund any pro-rated amount if use of outlet ceases.

SIGNED and agreed:

Unit Owner Signature

VPE Representative Signature

Unit Owner Name

VPE Representative Name

Date

Date

**VANTAGE POINT EAST AT LEISURE WORLD, A CONDOMINIUM
POLICY RESOLUTION NO. 9: SHORT-TERM OCCUPANCY**

APPROVED JANUARY 2024

WHEREAS, Article 3, Section 3.1 of the Vantage Point East (VPE) Bylaws provides that the Board of Directors shall have “all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or the condominium instruments required to be exercised and done by the Association”.

WHEREAS, Article 3, Section 3.1 (f) of the Bylaws enables the Board “to make and amend the rules and regulations”; and,

WHEREAS, Article 5, Section 5.8 has leasing restrictions, including occupancy requirements for the first year of ownership, and thereafter, allowing leases of at least one year duration subject to a 10 percent limitation for other than exempted units; and

WHEREAS, the Board has deemed it necessary to establish requirements, consistent with these rules, for short-term occupancy of condominium units within VPE.

NOW, THEREFORE, BE IT RESOLVED THAT: the following rules and regulations for short-term occupancy be adopted.

STATEMENT: The purpose of this policy is to strike a balance between the unit owners' rights to designate house sitters, including guests, and the community's interests in maintaining a safe, secure, and stable residential community.

DEFINITIONS:

1. **Resident:** Individual(s) registered with Leisure World of Maryland to occupy the unit in VPE.
2. **House Sitter:** An individual designated by the resident to reside in the unit in the resident’s absence without paying any consideration or rent.
3. **Renter:** An individual residing in the unit in the resident's absence paying any consideration or rent.

PROVISIONS:

1. **Notification:** Residents intending to have an individual stay in their unit without the resident present for more than a cumulative 7 days in a month must notify the VPE Office prior to the intended occupancy and complete the occupancy registration form.
2. **Duration of Short-Term Occupancy:** A house sitter staying longer than 90 days must register with Leisure World of Maryland.
3. **Responsibilities of Residents and House Sitters:** (a) Residents are responsible for informing their house sitter about the VPE Bylaws, Rules and Regulations and providing copies to them. (b) House sitters are required to adhere to all VPE Bylaws, Rules and Regulations during their stay.

4. **Renters** are subject to bylaw restrictions. Short-term rentals are prohibited.
5. **Violation and Penalties:** Exceeding the specified occupancy time limits may result in fines up to \$25 per day, or other actions as outlined in the bylaws.

SHORT-TERM OCCUPANCY REGISTRATION FORM

UNIT NO: _____

I/WE inform the VPE Office that the person(s) below will be occupying my/our unit for the following dates FROM: _____ TO: _____

I/WE affirm that the short-term occupant(s) must adhere to the Vantage Point East Bylaws and its Rules and Regulations and have provided a copy of them. I/WE understand that I/WE am/are responsible for any violations by them.

Signature

Signature

Print Name

Print Name

Date

Date

SHORT-TERM OCCUPANT(S) INFORMATION:

1. NAME: _____ CELL: _____
EMAIL: _____
EMERGENCY CONTACT: _____
RELATIONSHIP: _____ CELL: _____

2. NAME: _____ CELL: _____
EMAIL: _____
EMERGENCY CONTACT: _____
RELATIONSHIP: _____ CELL: _____

VEHICLE INFORMATION (use reverse side if more than one vehicle):

VEHICLE MAKE: _____ MODEL: _____

COLOR: _____ LICENSE PLATE: _____

PET INFORMATION: [PLEASE ATTACH UPDATED VACCINATION RECORD]

PET TYPE: _____ COLOR: _____ BREED: _____ WEIGHT: _____