

NEW MARK COMMONS HOMES ASSOCIATION, INC.
REGULATIONS AND PROCEDURES REGARDING
ELECTRIC VEHICLE RECHARGING STATIONS

WHEREAS, Article X, Section 1 of the Association's Declaration provides that no exterior addition to or change or alteration be made until the plans and specifications shall have been submitted and approved in writing by the Board of Directors (the "Board") of the Association or its appointed committee for such purpose;

WHEREAS, Section 11B-111.8 of the Maryland Homeowners Association Act (the "MD EV Recharging Station Law") provides (or shall provide)¹ that if approval is required for the installation or use of electric vehicle recharging equipment, the governing body shall process and review an application for approval in the same manner as an application for approval of an architectural modification to a dwelling, in accordance with certain terms and conditions set out in such statute; and

WHEREAS, the Board believes it is in the best interests of the Association to adopt certain regulations and procedures regarding the application, installation, maintenance, operation, repair, and removal of electric vehicle recharging stations on Lots within the Association in accordance with the MD EV Recharging Station Law.

NOW, THEREFORE BE IT RESOLVED that the following regulations and procedures are hereby adopted:

I. APPLICATION FOR INSTALLATION OF ELECTRIC VEHICLE RECHARGING STATIONS

A. Prior to installing any electric vehicle supply equipment ("EVRE") on any property within the Association, the Owner shall apply, in writing, and obtain approval from the Board.

B. The application must comply with this Resolution, and, to the extent applicable, the Association's Architectural Control Guidelines, and consist of schematics/plans of the exact location, scope of work and installation plan (including, without limitation, electrical wiring plans) for the proposed EVRE. These application must meet the following requirements:

1. Demonstrate that the installation of the EVRE shall not unreasonably impede the normal use of the roads, sidewalks, and Association Common Areas in the vicinity of such EVRE;
2. Identify the qualified, licensed, and insured contractor(s) who shall install the EVRE (the "EVRE Contractor");
3. Contain a certification by the requesting Owner that:
 - a. The installation, maintenance, operation, repair, and removal of the EVRE shall comply with all relevant building codes and safety standards, including, without limitation, Maryland law, the Code and Regulations of

¹ The Board of Directors understands that this law will become effective on October 1, 2021.

Montgomery County, Maryland and/or the City of Rockville, and specifications and instructions of the manufacturer of the EVRE;

b. Owner shall comply with this Resolution, and the Association's Architectural Guidelines in connection with the installation, maintenance, operation, repair, and removal of the EVRE;

4. Demonstrate that the EVRE wiring, if extending onto the Common Area, shall be installed underground, at sufficient depth so that it is not visible.
5. Demonstrate that electricity from the owner's home shall be the sole power source to the EVRE.
6. Include copies of any necessary permits required by the State of Maryland, the City of Rockville and/or Montgomery County, Maryland, and, if necessary, your electricity provider in connection with the installation and operation of the EVRE. However, if any jurisdiction issuing permits requires proof of Association approval before issuing permits, the Owner shall submit a copy of any application(s) for such permits, and, upon receiving such permits, promptly provide copies of such to the Association.
7. Include a certificate of insurance which covers the EVRE and names the Association as an additional insured on the policy.

C. To the extent reasonably possible, (a) if there is a garage on such Owner's Lot, the EVRE should be installed within such garage; or (b) if there is no garage or it is not reasonably possible to install the EVRE in the garage, the EVRE should be installed at the "top" of the driveway close to the home within the Lot. Owners should only apply to install an EVRE in another location other than as described herein if (a) such Owner has a deeded parking space or reserved parking space in such location, and (b) the installation of an EVRE in such location does not unreasonably impede the normal use of the surrounding area.

D. If any portion of the EVRE or its wiring extends onto Association Common Area, then the Board in its discretion may require an Owner requesting approval to install an EVRE to execute a license agreement on a form approved by the Board substantially in the form of Exhibit A attached to this Resolution.

II. INSTALLATION OF ELECTRIC VEHICLE RECHARGING EQUIPMENT

A. After Board approval, the Owner shall hire the EVRE Contractor identified in such Owner's application, at the Owner's expense, to install the EVRE in accordance with the approved plans. Any contractor hired by the Owner for work done on the property shall provide an insurance certificate naming the Association as an additional insured.

B. The Owner shall not proceed with the installation of the EVRE without having first obtained all required licenses and permits and approval from the Board.

C. The Owner shall ensure that the installation shall be performed only Monday-Friday during times and days acceptable to the Association, but no earlier than 9:00 AM and no later than 4:30 PM, and shall be performed in a manner so as to not unreasonably interfere with other owners or residents within the Association. The Owner shall ensure that all access points

within the parking and Common Areas of the Association shall remain open and accessible at all times during the installation activities. Only those materials and equipment being used directly for the installation shall be brought to the Association's property.

D. After installation is complete, the Owner shall notify the Association of such and notify the Association if any governmental agency requires a post-installation inspection of the EVRE before operating the EVRE, and, if so, the date, time, and results of such post-installation inspection.

III. OPERATION OF ELECTRIC VEHICLE RECHARGING EQUIPMENT

A. Each Owner shall be responsible, at his/her sole expense, for all maintenance, repair and replacement of the EVRE, including maintaining the EVRE in an operable condition and in compliance with all state and local requirements and manufacturer's instructions, and so the EVRE maintains a good aesthetic appearance. The Owner shall also be responsible for any damage to the EVRE and/or surrounding area resulting from the installation, operation, repair, removal, or replacement of the EVRE.

B. The Owner shall operate and have the EVRE inspected in accordance with state and local law and manufacturer's instructions.

C. In the event that Owner fails to maintain, repair or replace the EVRE as determined by the Association, the Association, at its option, after notice to the Owner and an opportunity to cure, may undertake the appropriate maintenance, repair or replacement, or the Association may terminate the license agreement, if any, and in which case the Owner shall be responsible for the payment to the Association for all costs incurred by the Association in performing any maintenance, repair or replacement of the EVRE under this paragraph, such costs being collectible in the same manner as assessments to the extent permitted by the Association's governing documents and Maryland law.

D. If the Owner and the Association have entered into a license agreement in connection with EVRE, the license agreement shall provide that the Association may revoke the license and require the removal of the EVRE upon the sale of the Owner's Lot.

E. If the Owner removes the EVRE, Owner shall conduct such removal and restore the area containing such EVRE to the condition that existed before the installation of the EVRE as well as any damage resulting from such removal at Owner's sole expense.

F. The Owner shall pay for all electricity costs associated with the EVRE.

G. The Owner shall maintain any permits or approvals required by the State of Maryland, Montgomery County, Maryland, and/or the City of Rockville related to the operation of the EVRE and shall promptly provide copies of such permits or approvals to the Association upon request.

H. In connection with the operation of the EVRE, the Owner shall maintain a policy of insurance coverage for the EVRE, naming the Association as an additional insured on such policy, and provide a copy of such certificate of insurance to the Association. In addition, should the installation or operation of the EVRE increase the amount of the insurance premiums on any policy of insurance held by the Association, the Owner shall promptly reimburse the Association for the cost of such increased insurance premium(s) upon request.

I. The Association reserves the right to include notice of any EVRE installed on or in connection with any Lot in any resale certificate for such Lot.

Approved October 7, 2021 by the Board of Directors
Effective and Enforceable as of October 7, 2021

DocuSigned by:
Joe Jordan
748033722C8E403...
Joe Jordan, Board Secretary

DocuSigned by:
Kathleen Moran
KATHLEEN MORAN
Kathleen Moran, Board President

Exhibit A
Form License Agreement for EVRE

ELECTRIC VEHICLE RECHARGING EQUIPMENT
INSTALLATION, MAINTENANCE, AND LICENSE AGREEMENT

This agreement (the "**Agreement**") is entered into this the _____ day of _____, 20____, by and among _____ ("**Owner**"), and New Mark Commons Homes Association, Inc. ("**Association**").

RECITALS

R-1. Owner is the owner of a Lot within the Association located at _____ (the "**Lot**"), and the Owner is either the owner or has reserved rights to use a parking space located at _____ the ("**Parking Space**").

R-2. Owner requested the Association's approval to install an electric vehicle recharging equipment, including wiring, in or adjacent to the Parking Space ("**Charging Equipment**"), as detailed and shown in the plans and specifications in the attached **Exhibit A** ("**Plans**").

R-3. The Association and the Owner desire to enter into this Agreement to allow owner to install the Charging Equipment, or a portion thereof, on Association common area as depicted in **Exhibit B** ("**License Area**").

R-4. Owner and the Association wish to document the terms of the installation and the keeping of the Charging Equipment and the terms of a license for installing Charging Equipment on Association common areas.

NOW THEREFORE, in consideration of the above recitals, each of which is made a part of this Agreement and contained below, the parties agree as follows:

Section 1. Charging Equipment.

- A. The Association approves the installation of the Charging Equipment consistent with the Plans (“Installation”).
- B. In performing the Installation, Owner shall comply with all relevant building codes and safety standards to maintain the safety of all users of the Common Areas.
- C. Owner shall obtain all permits required by Montgomery County, Maryland and/or the City of Rockville related to the Installation.
- D. Owner shall comply with the Association’s governing documents for the installation of Charging Equipment.
- E. Owner shall engage a licensed contractor to perform the Installation.
- F. Owner shall pay for the electric usage associated with the separately metered Charging Equipment.
- G. Prior to the commencement of the Installation, Owner will provide the Association a certificate of insurance, naming the Association as an additional insured.
- H. Owner and any successive owner of the Charging Equipment shall also be responsible for:
 - i. Installation costs of Charging Equipment
 - ii. Cost for damage to the Charging Equipment or Common Areas resulting from the installation, maintenance, repair, removal or replacement of the Charging Equipment.
 - iii. Costs for the maintenance, repair and replacement of the Charging Equipment up until the Charging Equipment is removed.
 - iv. If the Owner decides to remove the Charging Equipment, the costs for the removal and for the restoration of his/her Lot and/or the Common Areas after removal.

Section 2. License

- A. **Scope.** The Association grants Owner a revocable license (“License”) to install the Charging within License Area.
- B. **Term.** The term of this License shall be for one (1) year from the effective date of this Agreement. This License shall renew for additional one (1) year terms unless either party provides notice of non-renewal to the other party, at least thirty (30) days of the expiration of the then term.
- C. **Permits.** Owner shall be responsible for obtaining any and all necessary permits or approvals for the Charging Equipment. Upon Owner’s request, the Association, at no cost of the Association, will reasonably cooperate with Owner to obtain such approvals and permits. Owner shall indemnify and defend the Association for any citation or violation related to the Wiring or the Owner’s failure to obtain the required permits.
- D. **Wiring.** All wiring to the Charging Equipment must be installed underground, at a sufficient depth, so that it is not visible, and otherwise required by law. Electricity from the Owner’s home shall be the sole power source to the Charging Equipment. Owner may not connect to any electrical source on the Association’s property or any other home within the Association’s property, other than the Owner’s home.

- E. **Installation Terms.** The Charging Equipment must be installed in accordance with Montgomery County Code. The installation may only be performed Monday-Friday, between 9:00 AM and 4:30 PM, and in a manner to not unreasonably interfere with other owners, residents within the Association or the Association's activities. Owner shall ensure that all access points within the parking and Common Areas of the Association shall remain open and accessible at all times during the installation.
- F. **Maintenance.** In the event that Owner fails to maintain, repair or replace the Charging Equipment as determined by the Association, the Association, at its option, after notice to the Owner and an opportunity to cure, may undertake the appropriate maintenance, repair or replacement, or the Association may terminate this Agreement. Owner shall be responsible for the payment to the Association for all costs incurred by the Association in performing any maintenance, repair or replacement of the Charging Equipment under this paragraph. In addition to any other rights the Association may have under law, if Owner fails to pay for any costs incurred by the Association under this paragraph, said costs will be assessed to Owner's Association assessment account and collected in the same manner as assessments, under the Association's Declaration of Covenants, Conditions and Restrictions, such that the Association will have a right to record a lien against the Lot and/or to seek a personal judgment against the Owner.
- G. **Restoration of Property.** Owner shall restore or repair any damage to the Association's property, any other owner's property or any other resident's property caused by the Charging Equipment to a substantially similar condition, or better, as how they existed prior to the installation of the Charging Equipment. If Owner fails to perform the required restoration or repairs, after reasonable notice to the Owner, the Association may undertake the restoration or repairs and hold the Owner responsible for the resulting costs. In addition to any other rights the Association may have under law, if Owner fails to pay for any costs incurred by the Association under this section, said costs will be assessed to Owner's Association assessment account and collected in the same manner as assessments under the Association's Bylaws, in that the Association will have a right to record a lien against Owner's Lot and to seek a personal judgment against the Owner.
- H. **Disclaimer.** The License Area is provided "as is." The Association makes no representation or warranty as to the condition of the License Area.
- I. **Interference.** Owner may not interfere with any right that the Association or any utility company may have over or through the License Area.
- J. **Limitation of License.** Other than as set forth herein, the Association shall retain all rights and privileges of ownership with respect to the License Area.
- K. **Termination.** The Association may terminate the License upon in the event the Owner fails to comply with the terms of this Agreement, the Association's rules and regulations related to the Charging Equipment, Maryland law, or the statutory or regulatory requirements of Montgomery County, Maryland and/or the City of Rockville. The Association may also terminate the License in the event that Owner enters into a contract to sell the Lot
- L. **Actions Upon Termination.** Upon termination or expiration of the License, Owner agrees to completely remove the Charging Equipment, and return the License Area to the condition in which it was prior to the installation of the Charging Equipment unless

otherwise agreed to in writing by the parties. If Owner fails to do perform the required removal and restoration, after reasonable notice to the Owner, the Association may undertake the removal and restoration and hold the Owner responsible for the resulting costs. In addition to any other rights the Association may have under law, if Owner fails to pay for any costs incurred by the Association under this section, said costs will be assessed to Owner's Association assessment account and collected in the same manner as assessments under the Association's Bylaws, in that the Association will have a right to record a lien against Owner's Lot and to seek a personal judgment against the Owner.

- M. **Indemnification and Limitation of Liability.** Owner shall indemnify, defend and hold harmless the Association, its management agents, employees, directors, and officers for any and all liabilities (and/or allegations of liabilities), damages, claims, or injuries arising from this Agreement or caused by the acts or omissions of Owner or her contractors arising out of the Wiring. The Association shall not be liable for special, punitive, consequential or incidental damages or loss of use attributed to the Electric System, any approval granted under this Agreement or services provided under this Agreement.
- N. **Assignment.** This License Agreement may only be assigned with the Association's written consent and then only to the immediate successive owner of the Lot if Charging Equipment is not removed by the Owner upon Owner transferring ownership of the Lot.

Section 3. Entire Agreement. This Agreement constitutes the complete, final and entire understanding of the parties regarding the Work, and they shall not be bound by any terms, promises, covenants, conditions or representations not expressly contained in this Agreement.

Section 4. Attorneys' Fees. In the event of suit or action commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable expenses, attorneys' fees and costs.

Section 5. Voluntary Agreement. Owner also agrees that she is entering into this Agreement knowingly, voluntarily and with full knowledge of its significance. Furthermore, Owner agrees and acknowledges that she has been given a reasonable period of time within which to consider this Agreement prior to executing it.

Section 6. Representative Capacity. All persons who sign this Agreement in a representative capacity expressly warrant and represent that they are authorized to sign the Agreement.

Section 7. Waiver. A waiver by the Association of any breach of any term or condition hereof shall not be deemed a waiver of any other or any subsequent breach.

Section 8. Severability. If a term or provision of this Agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect (1) the enforceability or validity of any other term or provision of this Agreement, or (2) the enforceability or validity any other term or provision of this Agreement.

Section 9. Governing Law. This Agreement shall be governed by and interpreted according to the laws of the Maryland.

Section 10. Gender Neutral. The use of the female gender in this Agreement shall be deemed to include the male gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires, and vice versa.

(SIGNATURE PAGE FOLLOWS)

**I HEREBY CERTIFY THAT I HAVE READ CAREFULLY
THE FOREGOING AGREEMENT, KNOW THE
CONTENTS OF THIS AGREEMENT AND AM SIGNING
THIS AGREEMENT AS MY OWN FREE ACT.**

Owner

Signature

Print name

Date

NEW MARK COMMONS HOMES ASSOCIATION, INC.

By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT A
PLANS AND SPECIFICATIONS

EXHIBIT B
LICENSED AREA