

WATERS LANDING ASSOCIATION, INC.

POLICY RESOLUTION NO. 2023- ____

ELECTRICAL VEHICLE CHARGING

WHEREAS, Article V, Section 3 of the Bylaws of the Waters Landing Association, Inc. (the “Association”) empowers the Board of Directors (“Board”) to establish rules and regulations to govern the common areas and facilities of the Association, and to provide for the care and upkeep of the Association’s Common Areas; and

WHEREAS, Article VII, Section 1 of the Association’s Declaration of Covenants prohibits any construction or modification of lots without approval of the Board or the Architectural and Environmental Review Committee (“AERC”); and

WHEREAS, Section 11B-111.8 of Maryland’s Real Property Article provides conditions upon which the Board shall approve installation of electrical vehicle recharging equipment (“EVRE”) within the Association; and

WHEREAS, Section 11B-111.8(c)(1) of Maryland’s Real Property Article states that if approval is required for the installation or use of EVRE in an association, the governing body shall process and review an application for approval in the same manner as an application for approval of an architectural modification within the association; and

WHEREAS, for the benefit and protection of the Association and of the individual owners, the Board deems it necessary and desirable to establish a policy regarding the installation of EVRE upon the Common Elements of the Association.

NOW THEREFORE, BE IT RESOLVED that the following Policy is hereby enacted, effective as of ____:

- 1) Prior to installing any electric vehicle recharging equipment (“EVRE”) upon any Lot or common area, including the Owner’s parking space, Owner(s) shall obtain approval from the Board or AERC, and shall prepare and sign a copy of the Agreement attached to this Resolution as **Exhibit 1**, a copy of which may be recorded among the land records of Montgomery County, Maryland. ~~EVRE may include several charge points simultaneously connecting several electric vehicles to the station and any related equipment needed to facilitate charging plug in electric vehicles. A standard alternating current power plug shall be considered EVRE subject to these Rules.~~ Owners shall apply for approval in writing. The application must consist of the following materials:
 - a) Schematics, plans, and/or blueprints of the exact location and installation plan (the “Plan”) for the proposed EVRE. The Plan shall include the approval and/or seal of a qualified, licensed and insured contractor who shall perform the installation. ~~The Plan must show that the EVRE shall be installed within the bounds of the designated parking space, and shall not be installed on the~~

WATERS LANDING ASSOCIATION, INC.

~~sidewalk or on the end of sidewalk.~~ The plans shall also show compliance in all respects with these Rules and any additional Architectural Standards promulgated under the Association's Governing Documents with respect to the aesthetics, dimensions, design, installation, maintenance, use and removal of the EVRE.

- b) Evidence that adequate electric service is available and evidence of the satisfactory location and security of any necessary electric supply lines shall be provided.
 - c) Copies of any necessary permits/licenses required by Montgomery County's Department of Permitting Services and the electrical utility company that shall provide the EVRE with power to perform the work. The EVRE, and all parts and components thereof, shall be designed in compliance with all relevant building codes and safety standards to maintain the health and safety of all users of the Common Elements.
 - d) Copies of an insurance policy, which covers the EVRE and includes the Association as an insured under the policy.
 - e) A signed copy of the Agreement between the Owner(s) and the Association.
- 2) Among other things, the Agreement shall control issues with respect to additional costs the Owner may incur (over and above the cost of the EVRE) related to establishing a satisfactory electrical plan to run wiring to the parking space, the addition of new panels if needed for any electrical upgrade to the system, the installation cost of dedicated conduit wiring, sub-metering, costs of permits from Montgomery County, appropriate signage at the parking space indicating that it has an EVRE, liability issues, insurance, costs related to ~~eventual~~ **potential** removal of the EVRE, and site restoration.
- ~~3) After approval, the Owner shall hire a licensed electrical contractor at the Owner's expense to conduct an on site evaluation, calculate the power load with the added charging station, determine whether the existing electrical panels or service need to be upgraded, and the installation of a new sub-meter and estimated costs thereof.~~
- 4) The Owner shall, in coordination with the authorized representative/committee of the Board, obtain any required licenses or permits. Only after all required permits, licenses, and approvals have been obtained (including approval from the Association) may the contractor identified in the Plan approved by the Board proceed with the project. A post-inspection by Montgomery County may be necessary prior to initiating the EVRE.
- 5) The Owner shall be responsible for all costs and expenses incurred by the Association with respect to the application and installation of the EVRE, including but not limited to recording costs.

WATERS LANDING ASSOCIATION, INC.

EXHIBIT 1

Tax Map No. _____

**LICENSE AGREEMENT FOR INSTALLATION OF
ELECTRICAL VEHICLE RECHARGING EQUIPMENT**

This License Agreement for Installation of Electrical Vehicle Recharging Equipment (“EVRE”) is made between Waters Landing Association, Inc. (“Association”), and _____ the Owner(s) of the Lot located at _____, Germantown, MD 20874 within the Association (“Owner”) on the ____ day of _____, 20____.

Recitals

- A.** The Association’s Governing Documents authorize the Association to make and enforce rules and regulations for the modification of Lots and the use of Common Areas.
- B.** Section 11B-111.8(d)-(g) of Maryland’s Real Property Article provide conditions upon which the Board shall approve installation of electric vehicle recharging equipment (“EVRE”) within the Association.
- C.** Unit Owner has requested installation of EVRE for use at _____ as set forth on the Plans prepared by _____, which are appended hereto and marked as **EXHIBIT A**.
- D.** For the Owner’s convenience, the Association is willing to grant the Unit Owner’s request, subject to the terms and conditions of this Agreement, and any other terms and conditions of the Waters Landing Homeowners Association Architectural and Environmental Review Committee (AERC) and the Waters Landing Homeowners Association Board of Directors (WL BOD).

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. The recitals are hereby incorporated as if fully set forth herein.
2. The Owner shall obtain a report from a qualified, licensed and insured professional electrical contractor, confirming that adequate electric service can be made available at the proposed location. The Owner shall obtain all required permits and licenses as may be required by Montgomery County’s Department of Permitting Services, Miss Utility, and the electrical utility company that shall provide the EVRE with power and comply with all relevant

WATERS LANDING ASSOCIATION, INC.

building codes and safety standards to maintain the safety of all users of the Common Elements.

3. The Owner agrees that all costs of any maintenance and upgrades that are required to the Association's electrical service, including without limitation, additional cables, panels, circuit breakers, dedicated conduits, sub-meters, permits, installation costs, and inspection costs, signage costs etc. shall be borne by the Unit Owner, as well as any costs of damage to common areas resulting from the installation and maintenance of EVRE.
4. The EVRE must be installed by a qualified, licensed and insured professional electrical contractor in accordance with Plan(s) provided with the application and as shown on **EXHIBIT A** and comply with the Association's architectural standards.
5. The Owner shall maintain the EVRE in safe and good working order and undertake periodic maintenance service to ensure safe operating conditions. The Owner shall promptly report to the Association any electrical malfunction in the EVRE, and shall notify the Association of any need to temporarily terminate power service to the EVRE or other action necessary to avoid or reduce damage or injury.
6. The Owner agrees to pay for the electricity or power usage associated with the EVRE.
7. Owner understands and assumes any and all risks and costs associated with the installation, use, removal, repair and maintenance of the EVRE, and Owner acknowledges and agrees that Association shall have no liability for such risks or costs. Notwithstanding any other provisions of this Agreement, the Association, and its members, directors, officers, agents, employees and contractors shall have no liability to Owner or to any other party for any claims, losses, damages, injuries, demands, costs, expenses, actions, causes of action, statutory or regulatory violations, or proceedings of any kind, arising in connection with the installation, removal, maintenance or use of the EVRE. Owner shall indemnify, defend and hold harmless the Association, and its unit owners, directors, officers, agents, employees and contractors, from and against any and all such claims, losses, damages, injuries, demands, costs, expenses, actions, causes of action, statutory or regulatory violations, or proceedings of any kind, including costs and attorney's fees. This paragraph shall survive the termination or expiration of this Agreement.
8. The Association, the Board, officers, employees and agents shall not be liable for claims related to the installation or operation of the EVRE, including claims related to the unavailability of electricity, electric surges, or any other damage to or injury caused by the EVRE.
9. The Owner shall obtain and maintain liability insurance in the amount of One Million Dollars (\$1,000,000.00) from an acceptable insurance company naming the Association and the Board as additional insureds. This insurance policy shall not be cancelled without prior notice to the Association. This insurance policy shall be provided prior to initiation of the EVRE. The Owner shall reimburse the Association for the cost of any increased insurance premiums attributable to the EVRE.

WATERS LANDING ASSOCIATION, INC.

10. This agreement grants permission for the Owner to either go over, under, or through the common grounds, subject to and depending on AERC approval. This agreement also gives the Owner a non-exclusive right to utilize the parking space(s) located closest to the EVRE for the duration of this agreement. The Owner understands and assumes the risk that the parking space (though not the EVRE) could be utilized by another owner and that the Association has no power or authority to remove the vehicle.
11. The Association may disturb the EVRE as necessary in order to perform necessary repairs to the Common Elements.
12. The Board has the right to terminate permission for operation of the EVRE in the event the Owner breaches any part of this Agreement.
13. Upon the sale or transfer of the Owner's Lot, the Owner shall disclose to prospective buyers of the Lot the existence of the charging station and the related responsibilities of the owner of the Lot, including without limitation, the obligation to sign this Agreement and assume all liabilities and costs associated with the EVRE outstanding and incurred during ownership. If a prospective buyer refuses to sign this Agreement, then this Agreement shall terminate and the Owner is responsible to pay the cost of removal of the EVRE and also the restoration of the Lot and Common Area to its former condition and in compliance with the Association's then-current standards.
14. This Agreement shall be enforced and interpreted under the laws of the State of Maryland without regard to conflict of laws principles. If any part of this Agreement is adjudged unlawful or unenforceable under Maryland law, the remainder of this Agreement shall survive and remain in full force and effect. Should legal action be brought to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable legal fees thereby incurred.
15. Owner shall not assign this Agreement without the prior written consent of the Association. This Agreement shall inure to the benefit of and be binding upon Association and the Owner and their respective successors and assigns. Nothing contained herein shall be construed as creating any kind of joint venture or other business entity relationship between the Owner and the Association, its unit owners, directors, officers, agents, employees and contractors.
16. This Agreement may be signed in counterparts.

[SIGNATURE PAGE FOLLOWS]

WATERS LANDING ASSOCIATION, INC.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

OWNER 1

OWNER 2

STATE OF MARYLAND,

COUNTY OF _____:

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that the foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____ as _____.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Notary Registration No.: _____

WATERS LANDING ASSOCIATION, INC.

WATERS LANDING ASSOCIATION, INC.

By: _____,
President

STATE OF MARYLAND,

COUNTY OF _____:

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that the foregoing instrument was acknowledged before me this ____ day of _____, 202__ by _____ as President.

Given under my hand and seal this _____ day of _____, 202__.

Notary Public

My Commission Expires: _____

Notary Registration No.: _____

ATTEST:

By: _____,
Secretary

STATE OF MARYLAND,

COUNTY OF _____:

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that the foregoing instrument was acknowledged before me this ____ day of _____, 202__ by _____ as Secretary.

Given under my hand and seal this _____ day of _____, 202__.

Notary Public

My Commission Expires: _____

Notary Registration No.: _____

WATERS LANDING ASSOCIATION, INC.

RESOLUTION ACTION SHEET

Resolution No.: 2022-

Electric Vehicle Recharging Equipment Policy

_____yes _____no _____
Director

_____yes _____no _____
Director

_____yes _____no _____
Director

_____yes _____no _____
Director

_____yes _____no _____
Director

Duly adopted by the Board of Directors as of _____ .

ATTEST: _____
Secretary Date