

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WHITTIER COMMUNITY ASSOCIATION, INC.**

*(Policy and Procedures Relative to Electric Vehicle Charging Stations -
Electric Vehicle Charging Station Installation, Maintenance, and Indemnification Agreement)*

WHEREAS, Whittier Community Association, Inc. (the “**Association**”), is a duly created homeowners association by virtue of its Articles of Incorporation filed with the Maryland State Department of Assessments and Taxation on December 29, 1898, and the entity remains incorporated and in good standing as of the date of this Resolution regarding Policy and Procedures Relative to Electric Vehicle Charging Stations – Electric Vehicle Charging Station Installation, Maintenance, and Indemnification Agreement (the “**Resolution**”); and

WHEREAS, the Association, and the members thereof and therein, as property owners within the Association, are governed by that certain Declaration of Covenants, Conditions and Restrictions dated December 22, 1989, and recorded among the Land Records of Frederick County, Maryland in Liber 1613, folio 0491 *et seq.*, as amended from time to time (the “**Declaration**”), the By-Laws of the Association (the “**By-Laws**”), and any Rules and Regulations of the Association (collectively, the Declaration, By-Laws, and Rules and Regulations are hereinafter referred to as the “**Governing Documents**”); and

WHEREAS, Article I, Section 2 of the Declaration defines the Common Area to mean “all real and personal property thereon now or hereafter owned or leased by the Association or otherwise held for the common use and enjoyment of the owners”; and

WHEREAS, Article II, Section 1(d) of the Declaration grants the Association the power and authority to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon; and

WHEREAS, Article II, Section 1(e) of the Declaration grants the Association with a right to provide for the exclusive use by certain Members of the designated parking spaces within the Common Area; and

WHEREAS, Article V, Section 1 of the Declaration, Article XII, Section 3(h) of the Declaration, and Article VII, Section 2(h) of the By-Laws provide that the Association shall maintain and keep in good order the Common Area; and

WHEREAS, Article VI, Section 1 of the Declaration provides, generally, that the Association shall be responsible for the effective management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto, private drainage facilities, and common landscaped areas), and shall keep in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions hereof and the Community Standard; and

WHEREAS, Article IX, Section 2(a) of the Declaration provides that no building, fence, wall or other structure shall be constructed, erected, or maintained upon the Property, nor shall any exterior

addition to or change or alteration therein be made (including change in color) until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography and conformity with the design concept for the Property as approved by the Board of Directors of the Association or a corporate entity represented by three (3) corporate employees (“**Architectural Control Committee**”); and

WHEREAS, Article X, Section 14 of the Declaration prohibits the any wire, cable or other similar transmission line from being attached to the exterior of any structure on any Lot; except for such items as installed by a utility company and cannot be buried and/or hidden from view; and

WHEREAS, Article X, Section 17 of the Declaration provides that all Owners and occupants shall abide by the By-Laws of the Association and any rules and regulations adopted by the Association; and

WHEREAS, Article XII, Section 1 (a) of the Declaration provides that the affairs of the Association shall be managed by a Board of Directors; and

WHEREAS, Article XII, Section 2(a) of the Declaration and Article VII, Section 1(a) of the By-Laws vest the Board of Directors of the Association with the authority to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; and

WHEREAS, Article XII, Section 2(h) of the Declaration and Article VII, Section 1(h) of the By-Laws vest the Board of Directors with the authority to exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the By-Laws or the Declaration or the Articles of Incorporation; and

WHEREAS, the Board of Directors previously adopted Policy Resolution for Assignment of Parking Space Use effective January 16, 2001, which assigned the exclusive use of certain Common Area parking spaces to non-garage homes for use by the Owner or such Owner’s tenant, guest and/or invitee (each such assigned Common Area parking space is referred to herein as an “**Assigned Common Area Parking Space**”); and

WHEREAS, Section 11-111.4 of the Real Property Article of the Annotated Code of Maryland defines the term “**electric vehicle recharging equipment**” as property in the State of Maryland that is used for recharging motor vehicles propelled by electricity; and

WHEREAS, notwithstanding Article X, Section 14 of the Declaration, Section 11B-111.8(b)(2) of the Title 11B of the Real Property Article of the Maryland Code (the “**Maryland Homeowners Association Act**”) provides that a recorded covenant or restriction, a provision in a declaration, or a provision in the bylaws or rules of a homeowners association is void and unenforceable if the covenant, restriction, or provision effectively prohibits or unreasonably

restricts the installation or use of electric vehicle recharging equipment in a lot owner's deeded parking space or a parking space that is specifically designated for use by a particular owner; and

WHEREAS, Section 11B-111.8 of the Maryland Homeowners Association Act concerns the installation of electric vehicle recharging equipment on a Lot Owner's deeded parking space and/or assigned parking space on the common area of a homeowners association and, requires the Lot Owner to agree to and comply with certain conditions as part of the approval process thereof; and

WHEREAS, the Board of Directors, as the popularity of electric vehicles increases and in light of Section 11B-111.8 of the Maryland Homeowners Association Act, anticipates receiving requests for the installation of electric vehicle recharging equipment ("**EV Charging Station**") in a Lot Owners Assigned Common Area Parking Space, and wishes to establish a policy for the approval of the installation, maintenance, repair, removal and use of the Common Area for the same in accordance with Section 11B-111.8 of the Maryland Homeowners Association Act; and

WHEREAS, as a condition to the approval of the installation of an EV Charging Station on a Lot Owner's Assigned Common Area Parking Space, and use of portions of the Common Area to accomplish the same, the requesting Lot Owner shall execute an Electric Vehicle Charging Station Installation, Maintenance, and Indemnification Agreement ("**EV Charging Agreement**"), in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the Lot Owner shall acknowledge and agree that the Owner is responsible for the installation, maintenance, repair, and removal of the EV Charging Station, and further, shall be responsible for any and all costs of said installation, maintenance, repair, and removal including the costs of alterations to any portion of the Common Area of the Association affected by such installation, maintenance, repair, and/or removal or use of the EV Charging Station, and, for the costs of insurance applicable to the EV Charging Station; and

WHEREAS, as set forth herein, the Lot Owners shall be responsible for the costs of any damage to the EV Charging Station and/or Common Area resulting from the installation, maintenance, repair, removal, replacement and/or use of the EV Charging Station; and

WHEREAS, notwithstanding any provisions of the Declaration to the contrary, as a further condition of approval of the installation of the EV Charging Station, the requesting Lot Owner shall be responsible for the costs of any electricity charges incurred as a result of the installation, maintenance, repair, removal and/or use of the EV Charging Station, and the same shall not be a Common Expense of the Association; and

WHEREAS, moreover, as a condition precedent to the approval of the installation of an EV Charging Station, the Lot Owner shall agree to indemnify the Association for claims and damages which may arise in relation to the installation, maintenance, repair, removal and/or use of the EV Charging Station including, but not limited to, reasonable attorneys' fees; and

WHEREAS, Section 11B-111.8(f) of the Maryland Homeowners Association Act authorizes the Board of Directors to grant a license for up to 3 years, renewable at the Board of

Director's discretion, on the Common Area property necessary for the installation of equipment or for the supply of electricity to any electric vehicle recharging equipment; and

WHEREAS, the Board of Directors has adjudged and determined that it is in the best interest of the Association to adopt a policy which authorizes the Architectural Control Committee to approve the installation of an EV Charging Station within any Assigned Common Area Parking Space for the purpose of allowing a Lot Owner the opportunity to charge their electric vehicle in accordance with Section 11B-111.8 of the Maryland Homeowners Association Act and to require the execution of an EV Charging Agreement as a condition to the approval of any such installation of an EV Charging Station; and

WHEREAS, this Resolution together with the was mailed or delivered to Lot Owners prior to its consideration at an open meeting of the Board of Directors at which a quorum of the members of the Board of Directors was present; and

WHEREAS, the notice of the open Board of Directors meeting informed the Lot Owners of their rights to submit written comments on the proposed Resolution; and

WHEREAS, this Resolution together with the EV Charging Agreement attached hereto as Exhibit "A" were further mailed or delivered to Lot Owners prior to their consideration at an open meeting of the Board of Directors at which a quorum of the Board members was present; and

WHEREAS, the notice of the open Board of Directors meeting informed the Lot Owners of their rights to submit written comments on the proposed Resolution; and

WHEREAS, at least a majority of the members of the Board of Directors present at a duly held open meeting of the Board of Directors at which a quorum was established have voted to approve this Resolution.

NOW THEREFORE, BE IT RESOLVED that, the Board of Directors, on behalf of the Whittier Community Association, Inc., does hereby adopt the following Rules and Regulations regarding the installation of an EV Charging Station in an Assigned Common Area Parking Space and the right to alter and use of portions of the Common Area to accomplish the same:

1. Each Lot Owner who desires to install an EV Charging Station shall submit an architectural modification request (the "**AC Application**") to the Architectural Control Committee for the Association in accordance with Article VIII of the Declaration and in accordance with Section 11B-111.8 of the Maryland Homeowners Association Act.

2. The AC Application must include detailed drawings and specifications identifying the proposed locations of the charging station, electrical outlet serving the same (if any), any required modifications to the Assigned Common Area Parking Space, placement of the electrical wiring and any other related modification to the Common Area as well as details concerning the manner and means of installing the same.

3. In accordance with Section 11B-111.8 of the Maryland Homeowners Association Act, approval by the Architectural Control Committee of an AC Application for the installation of an EV Charging Station in an Assigned Common Area Parking Space shall be subject to agreement by the Lot Owner, in writing, to the following conditions:

- (a) Lot Owner agrees to comply with all relevant building codes and safety standards to maintain the safety of all users of the Common Area, and to comply with the Association's architectural standards for the installation of the EV Charging Station.
- (b) At the option of the Architectural Control Committee, the proposed plans for the installation of the EV Charging Station and the appurtenant wiring shall be reviewed by a licensed electrician, electrical engineer and/or utility company chosen by the Architectural Control Committee prior to the commencement of any work, and the requesting Lot Owner shall be responsible for all costs and expenses for the same incurred by the Association.
- (c) A licensed engineer, electrical engineer and/or utility company shall confirm that the Lot Owner's electrical system is capable of handling the additional electrical charge generated by use of the EV Charging Station.
- (d) The Lot Owner shall be responsible for having a licensed contractor install the EV Charging Station.
- (e) The Lot Owner shall be responsible for the payment of all electricity usage charges associated with the separately metered EV Charging Station.
- (f) That the Lot Owner and each successive owner of the EV Charging Station shall be responsible for installation costs for the EV Charging Station, costs for damage to the electric vehicle recharging equipment and/or the Common Area resulting from the installation, maintenance, repair, removal, replacement and/or use of the electric vehicle recharging equipment, and costs for the maintenance, repair, and replacement of the EV Charging Station and any associated electric vehicle recharging equipment up until the equipment is removed.
- (g) If the Lot Owner decides to remove the EV Charging Station, the Lot Owner shall be responsible for all costs of removal, and for all costs to restore the Common Area after removal.
- (h) The Lot Owner shall confirm that there is sufficient space within the Assigned Common Area Parking Space for the installation and use of the EV Charging Station.

The Lot Owner shall obtain insurance coverage as required under Section 11B-111.8 of the Maryland Homeowners Association Act, and as described herein and in the EV Charging Agreement and shall provide proof of such insurance coverage to the Architectural Control Committee prior to commencing any work.

5. Upon preliminary approval of an AC Application, the Architectural Control Committee shall prepare an Electric Vehicle Charging Station Installation, Maintenance, and Indemnification Agreement (the “**EV Charging Agreement**”) in substantially the form attached hereto as Exhibit “A” and incorporated herein. The EV Charging Agreement shall, among other things, memorialize each Lot Owner’s understanding and agreement of her or his rights and obligations with respect to the EV Charging Station, and to provide for the indemnification of the Association by the Lot Owner for any claims arising out of or any way relating to the EV Charging Station in the Assigned Common Area Parking Space and the use thereof of portions of the Common Area of the Association. The EV Charging Agreement is a condition precedent to approval of any AC Application and must be executed by the Lot Owner and the Association prior to the commencement of any work.

6. In connection with the operation of the EV Charging Station, the Lot Owner shall maintain a policy of insurance coverage for the EV Charging Station, naming the Association as an additional insured on such policy, and provide a copy of such certificate of insurance to the Association. The Lot Owner shall reimburse the Association for the cost of any increased insurance premium on the Association’s master insurance policy attributable to the Lot Owner’s EV Charging Station and any related electric vehicle recharging equipment. Notwithstanding the foregoing, in the event the Lot Owner fails to obtain and maintain said policies, the Lot Owner shall nonetheless be liable for all damages arising out of the installation, maintenance, repair, replacement and/or use of the EV Charging Station. Lot Owner agrees to provide the Association with proof of said insurance policy. As a condition of approval for the installation of any EV Charging Station, the Lot Owner must submit evidence of the insurance coverage described above to the Architectural Control Committee before commencing any work.

7. No Lot Owner shall have the right to use any electrical outlet or electrical wiring which serves the Common Area of the Association and for which such electrical usage is charged to the Association as a Common Expense. Any and all electrical wiring for service to the EV Charging Station must be connected to the requesting Lot Owner’s separate electrical meter serving his/her Lot and said Lot Owner shall pay all electrical usage charges for such EV Charging Station directly to the utility company.

8. Failure of a Lot Owner to obtain architectural approval for the installation of an EV Charging Station, failure of a Lot Owner to execute the EV Charging Agreement and/or failure to provide proof of insurance in accordance with this Resolution shall be deemed a violation of the Governing Documents and will be addressed in the same manner as a violation of any other provision of the Association’s Declaration, By-Laws and Rules and Regulations including, without limitation, imposition of fine, removal of the EV Charging Station, and/or any other legal remedy available to the Association under the Governing Documents and/or applicable law.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

The Board of Directors, through its agents, shall cause a copy of this executed Resolution to be distributed to the Owners in the manner prescribed in the Governing Documents, or in accordance with applicable law.

This Resolution shall become effective on _____, 20____.

IN WITNESS WHEREOF, this Resolution regarding Policy and Procedures Relative to Electric Vehicle Charging Stations – Electric Vehicle Charging Station Installation, Maintenance, and Indemnification Agreement is hereby approved and adopted by at least a majority of the Board of Directors of Whittier Community Association, Inc., at a duly held meeting of the Board of Directors on this _____ day of _____, 2022.

WITNESS/ATTEST:

**BOARD OF DIRECTORS:
WHITTIER COMMUNITY ASSOCIATION,
INC.**

By: _____
Name:
Title: Secretary

By: _____ (SEAL)
Name:
Title: President

CERTIFICATE OF THE SECRETARY

I hereby certify that the foregoing Resolution was adopted by at least a majority of the Board of Directors of Whittier Community Association, Inc., on the _____ day of _____, 2022, present at a duly constituted meeting thereof at which a quorum of the Board of Directors was present and for which prior notice was given in accordance with the Association’s Governing Documents. Further, that I caused a copy of this Resolution to be mailed or delivered to the Owners of Whittier Community Association, Inc., at their respective addresses of record, as contained in the books and records of the Association. Furthermore, the foregoing Resolution has been or is intended to be recorded in the Homeowners Association Depository for Frederick County, Maryland as required by the Maryland Homeowners Association Act.

ATTEST:

By: _____
Name:
Title: President

By: _____
Name:
Title: Secretary

EXHIBIT “A”

**ELECTRIC VEHICLE CHARGING STATION INSTALLATION, MAINTENANCE
AND INDEMNIFICATION AGREEMENT**

[See the following pages]