

SNOWDENS MILL HOMEOWNERS ASSOCIATION, INC.
BOARD OF DIRECTORS
RESOLUTION NO. 2026-01

ELECTRIC VEHICLE RECHARGING EQUIPMENT POLICY
FOR THE SNOWDENS MILL COMMUNITY

WHEREAS, the Snowdens Mill Homeowners Association, Inc. ("SMHOA" or the "Association") is a homeowners association organized and operating under the laws of the State of Maryland, with authority to adopt policies governing the use of Common Areas and to regulate improvements within the Snowdens Mill community; and

WHEREAS, Maryland Real Property Code § 11B-111.8 allows for the installation or use of electric vehicle recharging equipment ("EVRE") in a lot owner's deeded parking space or a parking space that is specifically designated for use by the particular owner, and further provides that if approval is required for the installation or use of EVRE in a development, 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; and

WHEREAS, Maryland Real Property Code § 11-111.4 defines EVRE to mean property used for recharging vehicles propelled by electricity, including motor vehicles and electric bicycles; and

WHEREAS, Montgomery County, Maryland requires that an electrical permit be obtained from the Montgomery County Department of Permitting Services prior to the installation of a residential EVRE whenever the installation does not use an existing outlet, regardless of whether the station is interior or exterior; and

WHEREAS, the Association's Board of Directors ("Board") finds it necessary and appropriate to adopt a written policy that (a) fulfills the Association's obligations under Maryland law, (b) establishes a clear and fair process for reviewing and approving EVRE, (c) protects the aesthetic character of the Snowdens Mill community, and (d) appropriately allocates financial responsibility and liability to individual Lot Owners; and

WHEREAS, the Board finds that the adoption of this policy is in the best interests of the Association and its members.

NOW, THEREFORE BE IT RESOLVED that the following policy is hereby adopted:

SECTION 1 — PROPERTY IMPROVEMENT REQUEST REQUIREMENT.

Installation and/or use of EVRE requires the approval of the Board prior to installation.

A standard SMHOA Property Improvement Request (PIR) must be submitted to and approved by the Board prior to installation and/or use of EVRE on any exterior portion of the Dwelling Unit or Lot, or on the Common Area. The only exception where a PIR is not required (though all applicable permits are required) is if the EVRE (1) is located entirely within the Dwelling Unit or entirely inside the garage, (2) does not require new wiring or

affect existing wiring systems, and (3) does not require or impact any exterior modifications, additions, or improvements.

The PIR shall be in writing and state that the Owner will agree to:

- i. Comply with relevant building codes and safety standards to maintain resident safety;
- ii. Use a licensed electrician for installation of all EVRE equipment;
- iii. Pay for the electricity usage of the EVRE;
- iv. Pay for the installation costs for the EVRE;
- v. Pay for damage costs resulting from the installation, maintenance, repair, removal or replacement of the recharging equipment;
- vi. Operate and have the EVRE inspected in accordance with State and local laws and manufacturer's instructions.

All PIRs shall also include the following materials in support:

- i. Schematics/Diagrams/Plats: copies of schematics, diagrams and/or plats showing the exact location and plan for installation of the proposed EVRE. If plans require modifications to Common Area, such plans shall include the approval and/or seal of a qualified, licensed and insured engineer.
- ii. EVRE Specifications: specifications, photos, equipment details, etc.
- iii. Permits/Licenses/Approvals: copies of any necessary permits, licenses and/or approvals required by the State of Maryland, Montgomery County and/or the utility company providing electrical power to the Association;
- iv. Proof of Insurance: copy of Owner's Certificate of Insurance, naming the Association as additional insured and indemnifying the Association for damages of any kind related to the Owner's installation, use, maintenance and repair of the EVRE;
- v. Contractor Credentials: A copy of the license, qualifications and insurance credentials of Owner's proposed electrical contractor; and,
- vi. Agreement: **If any portion of the EVRE or its wiring is on Common Area, a signed "Electric Vehicle Recharging Equipment Installation, Maintenance and License Agreement" between the Owner and the Association, attached to this Policy as Exhibit A.**

SECTION 2 — PIR REVIEW PROCESS AND TIMELINE. All PIR applications for EVRE shall be:

- Processed in the same manner as an architectural modification request;
- Date-stamped upon receipt;
- Reviewed without willful avoidance or delay; and
- Responded to in writing.

Only complete PIRs will be considered for approval.

A PIR may be denied if the proposed installation and use of the EVRE:

- i. Unreasonably impedes the normal use of the property adjacent to Owner's designated parking space;
- ii. Is not reasonably possible; or,
- iii. Any other reason as permitted under Maryland law.

SECTION 3 — MONTGOMERY COUNTY PERMIT REQUIREMENTS. All Owners must comply with Montgomery County Department of Permitting Services requirements. An electrical permit is required prior to any installation not using an existing outlet. The permit must be applied for by a contractor holding a valid Maryland Master Electrician's license. Proof of permit issuance must be submitted to SMHOA before final PIR approval is granted.

SECTION 4— GENERAL INSTALLATION STANDARDS. All EVRE installations within Snowdens Mill must: comply with all applicable Montgomery County building codes and safety regulations; be performed by a licensed and insured contractor; meet all health and safety standards required by law; and be maintained in safe working condition for the duration of the installation and use.

SECTION 5 — ADDITIONAL REQUIREMENTS FOR INSTALLATIONS BEYOND PRIVATE PROPERTY. Where EVRE requires cables or equipment to cross or be installed on areas beyond the Owner's Lot boundary, the following additional requirements apply:

- Station Location: The EVRE must be installed on the Owner's Lot, positioned as close as practicable to the vehicle's parking location to minimize cable length and hazards.
- Cable Safety: All cables crossing areas where pedestrians may be present must be secured under an approved cable protection cover for their full exposed length. Cables crossing a sidewalk must have a protection cover spanning the full width of the sidewalk.
- Any retractable cords and/or wiring required for use of EVRE not permanently affixed to an exterior feature shall be put away and not visible when not in use.
- The installation of the EVRE shall not unreasonably impede the normal use of the roads, sidewalks, and Association Common Areas in the vicinity of the EVRE.
- Electricity from the Owner's Dwelling Unit shall be the sole power source to the EVRE.
- All EVRE shall only be plugged into outlets and/or connected to electrical circuits of suitable amperes and voltage.
- Insurance: The Owner must either (a) provide a certificate of insurance naming SMHOA and the applicable Snowdens Mill Townhouse Association as

additional insureds on the Owner’s homeowner’s policy, with advance notice of cancellation; or (b) reimburse SMHOA for any documented increase in the Association’s insurance premium attributable to the EVRE. In addition, the Owner must maintain a minimum \$1,000,000 umbrella liability policy naming SMHOA and the applicable Townhouse Association as additional insureds. All certificates of insurance must be provided to SMHOA prior to final PIR approval.

- Charging Agreement: The Owner must execute the SMHOA Electric Vehicle Charging Station Permitting Agreement prior to installation.
- Townhouse Association Concurrence: For properties within a Snowdens Mill Townhouse Association, written concurrence from the applicable Townhouse Association Board must be obtained and submitted with the PIR application before SMHOA issues final approval.

SECTION 6 — OWNER FINANCIAL RESPONSIBILITY. Pursuant to Maryland Real Property Code § 11B-111.8(d), the owner of EVRE, and each successive owner, is solely responsible for all costs associated with the EVRE, including: installation, permitting, and design costs; maintenance, repair, and replacement costs; repair costs for any damage to Common Areas or adjacent properties; all electricity consumption costs; and removal and restoration costs upon ceasing use of the equipment.

SECTION 7 — AMENDMENT. The Board of Directors reserves the right to amend or modify this Policy as needed to reflect changes in Maryland law, Montgomery County regulations, or community needs.

SECTION 8 — EFFECTIVE DATE. This Policy adopted herein shall take effect on _____, 2026.

CERTIFICATION OF ADOPTION

The undersigned, being the duly elected President of the Board of Directors of the Snowdens Mill Homeowners Association, Inc., hereby certifies that this Policy was duly adopted by the Board of Directors at a meeting held on _____, 2026, at which a quorum was present and voting.

SNOWDENS MILL HOMEOWNERS ASSOCIATION, INC.

Veronica Milcetic, President
Board of Directors

Date: _____

EXHIBIT A

[inserted on the next page]

**ELECTRIC VEHICLE RECHARGING EQUIPMENT
INSTALLATION, MAINTENANCE, AND LICENSE AGREEMENT**

This agreement (the "**Agreement**") is entered into this the ____ day of _____, 202__, by and among _____ ("**Owner**"), and Snowdens Mill Homeowners 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 related to the Installation.
- D. Owner shall comply with the Association's governing documents for the installation of the 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 the Charging Equipment.
 - ii. Cost for damage to the Charging Equipment and/or Common Areas and surrounding property 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.
 - v. The cost of the electricity associated with the Charging Equipment.

Section 2. License.

- A. **Scope.** The Association grants Owner a revocable license (“**License**”) to install the Charging Equipment within the 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 before 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 to 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 as 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 the 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 or 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, 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 paragraph, said costs will be assessed to Owner's Association assessment account and collected in the same manner as assessments under the Association's governing documents, 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. **Sale/Transfer.** The Agreement is transferrable and assumable to any subsequent owner of the Lot, if the Agreement has not previously been

terminated. The Owner shall notify any buyer of the Agreement. Alternatively, the Owner may terminate the Agreement prior to the sale of the Lot and restore the License Area to its original condition prior to the sale of the Lot.

- L. **Termination.** The Association may terminate the License 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. The Association may also terminate the License in the event that Owner enters into a contract to sell the Lot.
- M. **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 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 paragraph, said costs will be assessed to Owner's Association assessment account and collected in the same manner as assessments under the Association's governing documents, 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.
- N. **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 contractor/electrician 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.
- O. **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 the 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 License to install the Charging Equipment within the License Area, 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 agrees that he or she is entering into this Agreement knowingly, voluntarily and with full knowledge of its significance. Furthermore, Owner agrees and acknowledges that he or 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. The parties agree that this Agreement is divisible and separable so that, if any provision or provisions hereof shall be held to be unreasonable, unlawful, or unenforceable, such holding shall not impair the remaining provisions.

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

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

Printed Name: _____
Signature: _____
Date: _____

SNOWDENS MILL HOMEOWNERS ASSOCIATION, INC.

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

EXHIBIT A
PLANS

EXHIBIT B
LICENSE AREA