

FERNSHIRE FARMS HOMEOWNERS ASSOCIATION, INC

ARCHITECTURAL STANDARDS FOR ELECTRIC VEHICLE RECHARGING EQUIPMENT

A. Electric Vehicle Recharging Equipment (“EVRE”) Standards

- i. No EVRE may be installed or replaced without the written approval of the Association’s Board of Directors, and execution by the Owner of EVRE installation agreement(“Agreement”). All applications must include manufacturers brochure, detailed plans/drawings to include, style, color, and installation path, as well as location to be installed, as well as a copy of the contractors certificate of insurance and bond.
- ii. The EVRE must be installed by a bonded and licensed electrician, and must comply with all local and state rules, regulations, and codes.
- iii. The EVRE Charger and Pedestal must be rated NEMA 4 or greater for outdoor installation.
- iv. The Owner must maintain the EVRE and ensure that all components are in good working order and maintained in good condition and repair.
- v. The EVRE charger must be mounted on a pedestal and the height of the entire assembly can be no more than sixty (50) inches, and no less than thirty-six (36) inches high.
- vi. The EVRE (except where installed in a garage) must have a means to neatly store the charging cord when not in use.
- vii. If the EVRE is to be located in a common area reserved parking space, it must be mounted in the center of one (1) of the space and must be installed through the gutter of the curb (the EVRE may be installed on the line between two adjacent reserved parking spaces two allow for a double charging station).
- viii. If EVRE is to be located in a common area reserved parking space, no more and no less than two bollards must be installed in compliance with local and state regulations. The bollards must be the same height as the EVRE charger and pedestal. Maximum height of 50”.The bollards must be no greater than four (4) inches in diameter and sleeved with a light gray PVC/HDPE covering (see Exhibit A for example). Reflective tape may be installed on the bollards.
- ix. No EVRE charger, pedestal or charging cord may be placed on or otherwise hang over the sidewalk or otherwise impede pedestrian walkways.
- x. All electrical charging wires must be buried and not exposed and installed in accordance with local laws and ordinances, and National Electrical Codes.
- xi. No EVRE charger shall exceed level 2 Charging and must have the ability to be turned off by the homeowner in a secure manner.
- xii. No additional outlet or other electrical fixtures may be attached to the EVRE.

- xiii. Any EV Charger that is not predominantly white, light gray or black in color requires specific approval of the BOD and may be declined at the reasonable discretion of the BOD.
- xiv. Any changes or alteration to the charger, pedestal, bollards or wiring requires reapplication to the BOD and execution of new licensing agreement.

- xvi. No Vehicle may block or impede any roadways or other parking spaces.

Enforcement procedures: The Association is entitled to enforce the terms of the application, and the Association may access any costs or fees (including attorney's fees) incurred by the Association pursuant to the enforcement of the application. These cost to be collectable in the same manner as assessments.

Approved September 20, by the Board of Directors
Effective and Enforceable as of October 1, 2021

Alexander Mikhaylov, Board Secretary

Larry Seeger, Board President

EXHIBIT A (TO EVCE STANDARDS)

Industrial & Scientific > Material Handling Products



Roll over image to zoom in

4" x 64" Bollardgard Light Gray w/No Tape (4.700" ID)

Brand: Innoplast

Price: **\$65.20**

- High-quality durable material tested to last
- Eliminates the need for scraping or painting - reduces maintenance costs
- Protects facility while increasing safety
- Fast and easy installation, patented Gripper Tabs included
- Cut to length at no additional charge

Specifications for this item

Brand Name	Innoplast
Ean	0649906603559
Number of Items	1
Part Number	BC464LGN
UNSPSC Code	25170000
UPC	649906603559

[See more product details](#)

[Report incorrect product information.](#)

**ELECTRICAL VEHICLE RECHARGING EQUIPMENT AGREEMENT AND
LICENSE**

(for use with common area assigned parking spaces)

This Agreement is between Fernshire Farms Homeowners Association, Inc. (the “Association”) and _____ [all owners must sign] (the “Owner”), owner(s) of _____ (Fernshire Address).

WHEREAS, Owner applied for permission to install Electrical Vehicle Recharging Equipment (“EVRE”) in the common area parking space assigned for Owner’s exclusive use and designated as # _____ (“Parking Space”) and is requesting a license for the installation in the Parking space and adjacent common areas;

WHEREAS, the Board of Directors of the Association has approved the Owner’s installation as shown on the attached approved application (which includes the Association’s “EVRE Architectural Standards”) and which is attached as Exhibit A and incorporated by reference (hereinafter “Approved Application”).

NOW THEREFORE, the foregoing recitals incorporated herein by reference, the Association, through its Board of Directors, hereby grants such a non-exclusive license, not coupled with an interest, for three (3) years from the date of this Agreement over the common area as shown on the Approved Application. Such license shall automatically renew for additional three (3) year terms unless terminated as set forth herein. Such license is conditioned on the Owner’s execution of and adherence to the terms of this Agreement.

1. The Association hereby agrees to permit the Owner to install the EVRE in accordance with the Approved Application and further subject to the Owner’s compliance with the following terms and conditions pursuant to the Association governing documents and the Maryland Homeowners Association Act:
 - a. The intended EVRE will not unreasonably impede the normal use of any area outside the Parking Space.
 - b. Prior to installation, Owner shall obtain any and all permits or approvals for the EVRE that are required by City of Gaithersburg, Montgomery County, MD, or the State of Maryland.
 - c. The installation and operation of the EVRE will comply with all relevant building codes and safety standards of Montgomery County and the State of Maryland to maintain the safety of all unit owners as well as the Association’s architectural standards.
 - d. Only a licensed & bonded electrical contractor shall be engaged to install, maintain, repair, or remove the EVRE.

- e. The Owner shall be responsible for all installation costs, as well as any damages to the EVRE, common elements, or limited common elements resulting from the installation, maintenance, repair, removal or replacement of the EVRE.
- f. Should the Owner decide to remove the EVRE, the Owner shall be responsible for all costs of removal as well as all costs for the restoration of the Parking Space, and any affected common areas after removal.
- g. The Owner shall be solely responsible for payment of the electricity usage associated with the EVRE.
- h. If the EVRE is located on the common area, then when not in use, all plugs, cords, cables, etc., shall be neatly stored in such a manner that they create no hazard or eyesore.
- i. Owner agrees to indemnify and hold harmless the Association and its directors, officers, employees, agents, and management company from and against any and all claims, suits, damages, or expenses (including attorneys' fees) arising from or in any way related to the installation, maintenance, operation, repair or use of the EVRE, including but not limited to, any injuries associated with the same. And Owner agrees that neither the Association nor any of its agents or contractors shall be liable for any damages to the EVRE that may accidentally occur or be related to maintenance, repairs or other work in the common areas.
- j. Owner shall obtain, and at all times maintain, a liability insurance policy, including the Association as a named insured on such policy, covering claims and defenses of claims related to the installation, use, maintenance, operation, repair, or removal of the EVRE. Proof of such coverage shall be provided to the Association's Board of Directors or management company upon execution of the Agreement.
- k. The Owner shall be responsible for the cost of any increase to the Association's insurance premium that is attributable to the EVRE.
- l. If the installation, maintenance, operation, or use of the EVRE or the EVRE itself causes any damage to the common area or other parking spaces or vehicles, Owner shall promptly reimburse the Association for the repairs and damages. Such fees and costs shall be collectible in the same manner as assessments and Owner shall be responsible for all legal fees and costs incurred.
- m. Owner may not assign or otherwise transfer any of his or her rights or obligations under this Agreement without the prior authorization and express written consent of the Association.

- n. Any sale or other conveyance of the Owner's Lot terminates the license granted by this Agreement unless the new Owner of the Lot agrees in writing to join and be bound by this Agreement (as it may be amended by the Association).
2. The Association is entitled to enforce the terms of this Agreement, and the Association may assess any costs or fees (including attorneys' fees) incurred by the Association pursuant to the enforcement of this Agreement to Owner, which shall be collectible in the same manner as assessments.
3. The Association may terminate the license and disconnect and remove any equipment (at the Owner's expense which will be billed as an assessment under the Association Declaration) if the Owner fails to abide by the terms of this Agreement.
4. The Association is not obligated, upon a breach of this Agreement by Owner, to take enforcement action. Any forbearance by the Association to enforce this Agreement shall not constitute a waiver of the Association's right to enforce it in the future.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SEEN AND AGREED TO:

Owner Signature

Printed Name

Subscribed, acknowledged and sworn to by _____ [Owner] before me, the undersigned Notary Public in and for the County of _____, in the State of _____, this _____ day of _____, 202_.

Notary Public

Owner Signature

Printed Name

:

SEEN AND AGREED TO:

FERNSHIRE FARM HOMEOWNERS ASSOCIATION

President Signature

Print Name

Subscribed, acknowledged and sworn to by _____ before me, the undersigned Notary Public in and for the County of _____, in the State of _____, this _____ day of _____, 202_.

Notary Public

My Commission Expires: _____ My registration number: _____

Signature: Larry Seeger
Larry Seeger (Oct 12, 2021 13:53 EDT)

Email: lseeger58@hotmail.com

Signature: Alex Mikhaylov
Alex Mikhaylov (Oct 12, 2021 14:03 EDT)

Email: alex_mikhaylov@yahoo.com









16 Electric Vehicles pkg

Final Audit Report

2021-10-12

Created:	2021-10-12
By:	Sandi Ewing (sandi@vanguardmgt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQD0tSXuudzTBUF_a2o5bPo8PzSoZgsxe

"16 Electric Vehicles pkg" History

-  Document created by Sandi Ewing (sandi@vanguardmgt.com)
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-  Document emailed to Larry Seeger (lseeger58@hotmail.com) for signature
2021-10-12 - 3:55:22 PM GMT
-  Email viewed by Larry Seeger (lseeger58@hotmail.com)
2021-10-12 - 4:13:24 PM GMT- IP address: 174.192.199.131
-  Document e-signed by Larry Seeger (lseeger58@hotmail.com)
Signature Date: 2021-10-12 - 5:53:22 PM GMT - Time Source: server- IP address: 69.137.237.36
-  Document emailed to Alex Mikhaylov (alex_mikhaylov@yahoo.com) for signature
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-  Email viewed by Alex Mikhaylov (alex_mikhaylov@yahoo.com)
2021-10-12 - 5:56:05 PM GMT- IP address: 69.147.93.14
-  Document e-signed by Alex Mikhaylov (alex_mikhaylov@yahoo.com)
Signature Date: 2021-10-12 - 6:03:14 PM GMT - Time Source: server- IP address: 216.15.40.253
-  Agreement completed.
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