

**RESOLUTION OF THE BOARD OF DIRECTORS OF
SWAN POINT AT LAKE ELKHORN CONDOMINIUM, INC.**

*(Policy and Procedures Relative to Electric Vehicle Charging Stations -
Electric Vehicle Charging Station Rules and Regulations and Hold Harmless Agreement)*

WHEREAS, Swan Point at Lake Elkhorn Condominium, Inc. (hereinafter the “**Condominium**”) is a duly created condominium by virtue of the execution and recordation of its Declaration and By-Laws dated December 20, 1979, and recorded among the Land Records of Howard County, Maryland (“**Land Records**”) in Liber 0979, folio 023 *et seq.*, and filing of Articles of Incorporation with the Maryland State Department of Assessments and Taxation on December 19, 1979; and

WHEREAS, Article Fourth, Section (a) of the Article of Incorporation states that the purpose of the Condominium is “to promote the social and general welfare and the common good of the unit owners and/or members of Swan Point at Lake Elkhorn Condominium, Inc., in connection with the operation, maintenance and management of the Condominium”; and

WHEREAS, pursuant to Article Fifth, Section (a) of the Articles of Incorporation, the Condominium shall have the power “to buy, own, acquire, sell, convey, assign, mortgage or lease any interest in property, real, personal or mixed, and to construct, maintain and operate improvements thereon necessary or incident to the primary purpose of the Corporation to provide social and general welfare for the members and residents” of the Condominium; and

WHEREAS, Article V, Section 3 of the By-Laws provides that the Board of Directors of the Condominium (the “**Board of Directors**”) shall have all the powers and duties necessary for the administration of the affairs of the Condominium, and may do all such acts and things as are not by law or by the By-Laws directed to be done by the Unit Owners; and

WHEREAS, pursuant to Article V, Section 3(a) of the By-Laws, the Board of Directors has the power and duty to provide for the care, upkeep and surveillance of the Condominium and its General Common Elements; and

WHEREAS, pursuant to Article V, Section 3(c) of the By-Laws, the Board of Directors has the power and duty to “provide for the designation, hiring and dismissal of the personnel necessary for the maintenance and operating the condominium project and for the proper care of the general and limited common elements and to provide services for the project in a manner consistent with law and the provision of [the] By-Laws and the Declaration”; and

WHEREAS, pursuant to Article V, Section 3(g) of the By-Laws, the Board of Directors has the power and duty to “enter into agreements whereby the members acquire leaseholds, memberships and other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the Unit Owners and to declare expenses incurred in connection therewith to be Common Expenses” of the Condominium; and

WHEREAS, Article III, Section 1(b) of the Declaration defines the General Common Elements to include, among other areas, roadways and parking areas not designated as limited common elements in the Declaration or on the Record Plat for the Condominium; and

WHEREAS, in accordance with §11-109(d)(13) of the Maryland Condominium Act, the Condominium has the power to cause additional improvements to be made as part of the General Common Elements; and

WHEREAS, §11-109(d)(15) of the Maryland Condominium Act further authorizes the Condominium to “impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements other than the limited common elements”; and

WHEREAS, in accordance with Article IX, Section 1 of the By-Laws, the Unit Owners shall pay an annual assessment to cover the costs of, among other things, operating expenses of the Condominium and for facilities and services of the Condominium as well as the cost of furnishing electricity and other utilities to the extent the same are furnished by the Condominium; and

WHEREAS, pursuant to Article VIII, Section 1(e) of the By-Laws, the Condominium shall pay out of the Common Expenses “the cost of repairs and maintenance, service, repairs, and replacement of equipment for central services, . . . and, in general, the cost of . . . such furnishings and equipment for the Common Elements as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same”; and

WHEREAS, in accordance with Article VIII, Section 1(f) of the By-Laws, the cost of all materials, supplies, labor, services, maintenance or the like which is deemed necessary or proper for the operation of the Common Elements by the Board of Directors but which are provided or paid for the benefit of a particular Condominium Unit or Units, shall be specially assessed to the Unit Owner(s) thereof in accordance with Article VIII, Section 1(g) of the By-Laws; and

WHEREAS, Article VIII, Section 1(g) of the By-Laws provides that, upon resolution of the Board of Directors and written notice to the Unit Owners, costs incurred by the Condominium for the benefit of a particular Condominium Unit or Units (as per Article VIII, Section 1(f) of the By-Laws) shall be assessed against said Condominium Unit or Units; and

WHEREAS, pursuant to Article V, Section 3(d) of the By-Laws and Section 11-111 of the Maryland Condominium Act, the Board of Directors has the power to promulgate and enforce rules and regulations and use restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the project and the use of the General Common Elements by the Unit Owners as the Board of Directors deems appropriate; and

WHEREAS, the Board of Directors has the authority to regulate parking upon the General Common Elements in accordance with Article X, Section 3(b) of the By-Laws; and

WHEREAS, in accordance with Article XV, Section 1 of the By-Laws, the Board of Directors is expressly authorized to promulgate rules and regulations respecting parking and traffic control within the Condominium; and

WHEREAS, the Board of Directors is aware of advances in transportation technology and the benefits on the environment resulting from the use of electric vehicles; and

WHEREAS, the Board of Directors has received multiple requests from Unit Owners for the installation of an electric vehicle charging station that can be utilized by all Unit Owners, on a first-come, first-served basis; and

WHEREAS, the Board of Directors anticipates receiving additional requests for the installation of electric vehicle charging stations as the popularity of electric vehicles increases, and wishes to provide such service to the Unit Owners as a common amenity, to establish a policy for use of said electric vehicle charging stations, and to provide for a means of allocating the costs of installation, electricity usage and other costs associated with the electric vehicle charging stations to those Unit Owners who choose to use and benefit from the electric vehicle charging station; and

WHEREAS, the Board of Directors has thoroughly explored the option of installing electric vehicle charging stations on portions of the General Common Elements, and has determined that the Condominium shall purchase a single, dual electric vehicle charging station (the “**EV Charging Station**”) from SemaConnect, Inc. (“**SemaConnect**”) and, further, will reserve two (2) General Common Element parking spaces for those Unit Owners, tenants, and/or residents of the Condominium desiring to use the EV Charging Station on a first-come, first-served basis; and

WHEREAS, the EV Charging Station will be installed on the General Common Elements of the Condominium by K&H Electric, LLC; and

WHEREAS, the Board of Directors shall pay for the costs of purchasing the EV Charging Station and the installation of the same from the general operating funds of the Condominium and shall seek reimbursement for a portion of those costs through any rebate program offered by the State of Maryland, Baltimore, Gas & Electric, and any other available sources; and

WHEREAS, any portion of the purchase and installation costs of the EV Charging Station not recovered through a rebate program will be reimbursed by those Unit Owners, tenants, and/or residents using the EV Charging Station through the account set-up fee, usage fees, and other applicable costs; and

WHEREAS, any Unit Owner, tenant, and/or resident of the Condominium who uses the EV Charging Station shall be required to pay a one-time account set-up fee in an amount determined by the Board of Directors, and usage fees based on a kilowatt hour (“**kWh**”), which rate shall be set by the Board of Directors in sufficient amounts to cover at least the costs of electricity consumption billed by BG&E, administrative costs, and maintenance, repair and/or replacement of the EV Charging Station; and

WHEREAS, the Condominium shall participate in SemaConnect’s network service program under which SemaConnect will measure electricity consumption at the EV Charging Station, and shall collect the usage fees for the same directly from the person using the EV Charging Station and then remit any amounts collected minus credit card transaction/management fees, if applicable, to the Condominium; and

WHEREAS, access to the EV Charging Station requires use of SemaConnect's mobile application through a smartphone or other mobile device, and further, will require said person to provide credit card and other pertinent information to SemaConnect to access their online network program; and

WHEREAS, other than the account set-up fee which will be invoiced to the Unit Owner through the Condominium's management company, all usage fees shall be paid directly to SemaConnect (for so long as the Condominium participates in SemaConnect's network service program); and

WHEREAS, the Board of Directors shall establish a separate operating account for the deposit of funds received from the account set-up fees, and usage fees for the EV Charging Station, and, such funds shall be used to pay for electricity consumption billed by BG&E, costs of participating in SemaConnect's network service program or any other service provider retained by the Board of Directors to provide such services, and for the costs of purchasing, installing, maintaining, repairing, and/or replacing any EV Charging Station and related appurtenances (e.g. signage, electrical wiring, meters, and the like); and

WHEREAS, only Unit Owners, tenants, and/or residents of Units in the Condominium shall be authorized to use the EV Charging Station; and

WHEREAS, as a condition to the use of the EV Charging Station, the requesting Unit Owner, tenant, and/or resident shall execute a copy of the Rules and Regulations Regarding Electric Vehicle Charging Stations and Hold Harmless Agreement ("**EV Charging Agreement**"), in substantially the form attached hereto as Exhibit "A", prior to receiving the necessary access code from the management company which is required to use the EV Charging Station; and

WHEREAS, the Board of Directors has adjudged and determined that it is in the best interest of the Condominium to install the EV Charging Station and to reserve the use of two (2) General Common Element parking spaces the purpose of allowing a Unit Owner, tenant, and/or other person residing in said Unit Owner's Unit, the opportunity to charge his or her electric vehicle in the Condominium; provided that, such use of the EV Charging Station is subject to the rules and regulations adopted by the Board of Directors, from time to time, and the Unit Owner, tenant and/or resident wishing to use said EV Charging Station shall execute the EV Charging Agreement, in order to memorialize each Unit Owner's, tenant's, and/or resident's understanding and agreement of his or her rights and obligations with respect to the EV Charging Station and payment of the fees associated with such use, and to provide for the indemnification of the Condominium by the Unit Owner, tenant and/or resident for any claims arising out of or any way relating to the EV Charging Station and the use thereof (other than willful misconduct or negligence on the part of the Condominium).

NOW THEREFORE, the Board of Directors hereby resolves as follows and further ratifies any prior acts taken by the Board of Directors or any officer of the Condominium as follows:

RESOLVED: The Board of Directors shall purchase and cause to be installed a single, dual EV Charging Station, and shall reserve the use of two (2) parking spaces on the General

Common Elements for such purpose, and further, the Board of Directors shall have the authority to purchase and install additional EV Charging Stations in the Condominium and to reserve additional General Common Element parking spaces should demand for such service increase in the future.

RESOLVED: That the Condominium shall enter into a contract with SemaConnect, Inc., for the purchase of a single, dual EV Charging Station, which includes three (3) years' access to SemaConnect's online network for Unit Owners to create a separate account for payment directly to SemaConnect for any EV Charging Station usage fees.

RESOLVED: That the Condominium shall enter into a contract with K&H Electric, LLC to provide for the installation of the EV Charging Station on the General Common Elements of the Condominium.

RESOLVED: That the President of the Condominium is authorized to execute the contracts with SemaConnect and K&H Electric, LLC, and the Board of Directors hereby ratifies said contracts.

RESOLVED: The Board of Directors shall use funds from the Condominium's operating account to pay for the cost of purchasing the EV Charging Station and the installation thereof and shall seek reimbursement for a portion of the costs through the State of Maryland's Electric Vehicle Supply Equipment Rebate Program 2.0, any rebate program offered by BG&E, and any other available rebate program.

RESOLVED: All Unit Owners, tenants and/or residents of the Condominium who want to use the EV Charging Station shall pay a one-time non-refundable account set-up fee in the amount of Two Hundred Fifty Dollars (\$250.00), which fee shall be used to reimburse the Condominium for the remaining costs of the purchase and installation of the EV Charging Station after any rebates are obtained and applied to such costs by the Board of Directors. Once the purchase and installation costs are fully reimbursed, the account set-up fee shall be used to pay the ongoing expenses of the EV Charging Station, the costs of purchase and installation of any additional electric vehicle charging stations the Board of Directors purchases in the future, or may be deposited in a reserve fund for the Condominium to be used for future expenses of the EV Charging Station.

RESOLVED: That the Board of Directors shall establish a separate operating account for the deposit of funds received from the account set-up fees and usage charges for the EV Charging Station, and such funds may be expended for the costs of purchasing, installing, maintaining, repairing, and/or replacing any EV Charging Station and related appurtenances (*e.g.* signage, electrical wiring, meters, and the like), as well as to pay for the costs of SemConnect's services or any other third-party service provider retained by the Board of Directors to service the EV Charging Station and/or connection to such service provider's online network for collection and processing of payments for electricity usage fees for the EV Charging Station.

RESOLVED: Included in the purchase price of the EV Charging Station is three (3) years access to SemaConnect's online network service program, and SemaConnect shall collect

electricity usage fees directly from the Unit Owner, tenant and/or resident using the EV Charging Station on behalf of the Condominium through use of said network service program.

RESOLVED: That upon the expiration of the contract with SemaConnect, the Board of Directors shall have the right to enter into a separate Network Services Agreement with SemaConnect to continue access to SemaConnect’s network service program by users of the EV Charging Station; and

RESOLVED: Initially, electricity consumption will be charged in the amount of \$0.20/kWh, which amount may be increased or decreased in the sole discretion of the Board of Directors; provided, however, there shall be a minimum session fee of Two Dollars (\$2.00), which amount is subject to change from time to time in the sole discretion of the Board of Directors; and, furthermore, the Board of Directors shall have the right to charge an idle fee (“**Idle Fee**”) for any person who leaves his/her electric vehicle plugged into the EV Charging Station after said vehicle has been fully charged.

RESOLVED: The Board hereby adopts the Rules and Regulations Regarding Electric Vehicle Charging Stations and Hold Harmless Agreement as set forth on Exhibit “A” attached hereto and made a part hereof which must be executed by every Unit Owner, tenant, and/or resident requesting use of the EV Charging Station prior to commencement of such use.

On behalf of the Board of Directors and the Condominium, the undersigned hereby certify that, in accordance with relevant provisions of the Condominium’s Declaration and By-Laws and Section 11-111 of the Maryland Condominium Act that the foregoing Resolution was duly adopted by the Board of Directors, at a duly convened meeting thereof, held on the _____, day of _____, 2020.

ATTEST:

**THE BOARD OF DIRECTORS OF
SWAN POINT AT LAKE ELKHORN
CONDOMINIUM, INC.**

By: _____
Name:
Title: Secretary

By: _____
Name:
Title: President

CERTIFICATE OF THE SECRETARY

I hereby certify that the foregoing Resolution was adopted in accordance with the provisions of Section 11-111 of the Maryland Condominium Act, and that it was duly adopted pursuant to the majority vote of the members of the Board of Directors of Swan Point at Lake Elkhorn Condominium, Inc. on _____, 2020, such vote having been taken at a duly constituted meeting of the Board of Directors at which a quorum thereof was present.

Date

By: _____
Name:
Title: Secretary

EXHIBIT “A”

RULES AND REGULATIONS REGARDING ELECTRIC VEHICLE CHARGING STATIONS AND HOLD HARMLESS AGREEMENT

I, _____, (a Unit Owner/tenant/resident – circle one), by executing these Rules and Regulations Regarding Electric Vehicle Charging Stations and Hold Harmless Agreement (“**Agreement**”), hereby acknowledge that I have read and understand this Agreement and have consented to be bound by its terms for the privilege of using the EV Charging Station in the Swan Point at Lake Elkhorn Condominium, Inc. (the “**Condominium**”).

1. The EV Charging Station shall be available for use by Unit Owners, tenants and/or residents of the Condominium, only.
2. Use of the EV Charging Station is on a first-come, first-served basis.
3. Only electric vehicles shall be parked in the General Common Element parking spaces reserved for the purposes of accessing and using the EV Charging Station and, then, only for such period of time as is required to re-charge said electric vehicle.
4. No person may use the EV Charging Station without signing a copy of these Rules and Regulations Regarding Electric Vehicle Charging Stations and Hold Harmless Agreement, paying the one-time account set-up fee, and obtaining an access code from the Condominium’s managing agent.
5. No person shall install, tamper with, or remove the EV Charging Station or any equipment related thereto.
6. No person shall misuse or use the EV Charging Station in any manner that will cause damage to the EV Charging Station and/or the Condominium.
7. I hereby agree to notify SemaConnect and the Condominium’s managing agent, as soon as reasonably possible, of any problems with the EV Charging Station I discover.
8. I understand and agree that access to the EV Charging Station is currently provided through SemaConnect’s online network service program which requires use of SemaConnect’s mobile application to set up a payment account, and that I must provide credit card information to SemaConnect prior to use of the EV Charging Station. I understand and acknowledge that the Condominium has no control over any personal and/or financial information I provide to SemaConnect and/or collected by SemaConnect through its online network service program. I hereby agree to hold the Condominium, its Board of Directors, officers, employees, managing agent and/or other Unit Owners harmless from any and all claims of damages of whatever nature arising out of or related to SemaConnect’s use and/or disclosure of personal and/or financial information to third-parties and/or any breach of security of SemaConnect’s online network.

9. I agree to pay the electricity usage fees currently established at the rate of \$0.20/kWh, with a minimum session fee of Two Dollars (\$2.00). Such rates are subject to change from time to time in the sole discretion of the Board of Directors.
10. The SemaConnect mobile application will notify you when your electric vehicle has been fully re-charged. Users may be charged an idle fee (“**Idle Fee**”) if the electric vehicle is not removed after it is fully charged as follows:
 - Daytime Charging (8:00 am – 8:00 pm): An Idle Fee of \$3.00 per hour may be charged if the electric vehicle is not removed within thirty (30) minutes after full re-charge of the electric vehicle.
 - Overnight Charging (8:01 pm – 7:59am) – Electric vehicles must be removed from the EV Charging Station by 8:00 am the following morning if a full charge has been completed. Failure to remove the electric vehicle by that time may result in an Idle Fee being charged to the Users account by SemaConnect of \$3.00 per hour.

The hours and the amount of the Idle Fee are subject to change in the sole discretion of the Board of Directors.

11. The Condominium, its Board of Directors, officers, employees, and/or managing agent shall not be liable for any failure of or reduction in the level of electrical service to the EV Charging Station.
12. Use of the EV Charging Station is at the sole risk of the owner of the electric vehicle.
13. The Condominium, its Board of Directors, officers, employees and managing agent, assume no liability for damage to or loss of any personal property left in any vehicle while using the EV Charging Station.
14. In the event of an emergency, the Board of Directors shall have the right and authority to disconnect the EV Charging Station if, in the sole opinion of the Board of Directors, the same is necessary to protect persons or property from damage including, without limitation, damage to the EV Charging Station. In no event shall the Condominium, its Board of Directors, officers, employees, managing agent and/or Unit Owners be held liable for any damage to any electric vehicle which may be damaged as a result of the disconnection of the EV Charging Station or, failure of the Board of Directors to disconnect said EV Charging Station.
15. I hereby waive any claims for damages or otherwise against the Condominium and its Board of Directors, officers, employees, managing agent and/or other Unit Owners which may arise out of or relate to the use of the EV Charging Station unless the same is caused by the willful misconduct or negligence of the Condominium.
16. Any violation of these rules and regulations including, without limitation, failure of a User to execute the EV Charging Agreement and/or allowing a non-registered person to use the

EV Charging Station, shall be deemed a violation of the Condominium’s Declaration, By-Laws and any rules and regulations adopted by the Board of Directors (collectively, the “**Governing Documents**”) and will be addressed in the same manner as a violation of any other provision of the Condominium’s Governing Documents including, without limitation, imposition of fines, termination of the right to use the EV Charging Station, deactivation of said Users access code, and/or any other legal remedy available to the Condominium under the Condominium’s Governing Documents and/or applicable law.

Name (please print) _____

Unit # _____

Signature _____

Date _____