

HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Twelve Trees Association, Inc.

Current Owner: James Chapman

Property Address: 19 Yuma Ct

Randallstown, MD 21133-1813

Date Prepared: 12-30-2019

THIS CERTIFICATE EXPIRES THIRTY (30) DAYS FROM DATE OF ISSUANCE

HOMEOWNERS ASSOCIATION ACT DISCLOSURE STATEMENTS

The Seller and/or the Seller's Vendor (hereinafter known as "Seller") represents and provides the Buyer the following information in accordance with Maryland Homeowners Association Act, Section 11B-106:

#	Question	Response
(1)	The lot is located within a development (as defined in the Maryland Homeowners Association Act).	Twelve Trees Association, Inc.
(2)	(A) The selling unit is subject to a common expense assessment as follows: \$133.00 due on the 1st day of each month. As of the date of this Certificate, the following unpaid common expenses or special assessments adopted by the Association that is due and payable from the selling unit owner are: Account with collections attorney. Contact attorney for current account balance. Elmore, Throop, PC 5 Riggs Ave, Ste 1, Severna Park, MD 21146 (410) 544-6644 Common expense assessments will continue to accrue in the stated amount, subject to the adoption of any budget changes, and will be due and payable by the selling unit owner until the selling unit has been conveyed. Assessments which become due and payable after the date of this Certificate and prior to the conveyance of the selling unit, and which remain unpaid by the selling unit owner, may constitute a lien against the selling unit. If unpaid, this accrual must be added to the unpaid amount, if any, stated above, as of the date of conveyance of the selling unit. (B) Other than common expenses and special assessments, the following fees are payable by the unit owners to the Council of Unit Owners: None (C) Capital expenditures approved by the Council of Unit Owners planned at the time of conveyance which are not reflected in the current operating budget are: None	
(3)	Unsatisfied judgments as of the date of this certificate are listed here. As of the date of this Certificate, the Association is a party to the following pending lawsuits, excluding assessment collection suits:	

HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Twelve Trees Association, Inc.

#	Question	Response
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None

(4) Seller/Management Agent has actual knowledge of the following pending claims, covenant violations, actions or notices of default against the lot:

MD HOA Act states an inspection is not required unless the governing documents requires an inspection. The governing documents for this association does not require an inspection at time of resale.

(5) The Association has actual knowledge of the following violation of the applicable health or building codes with respect to the common elements of the Association:

None

(6) The recreational or other facilities which are to be used or maintained by the unit owners or the Council of Unit Owners are:

None

(7) The following are items which the selling unit owner must provide to the purchaser and are attached to this Certificate:

Declaration, By-Laws, and all covenants, restrictions, rules and regulations, if applicable, relating to the development and the Homeowners Association, to which the buyer shall become obligated upon becoming the Owner of the Lot. These obligations are enforceable against an owner and the Owner's Tenants if applicable.

(8) The Declaration page of any insurance policies in force for the benefit of unit owners is attached. The policy (policies) is/are available for inspection during normal business hours at the offices of American Community Management, Incorporated.

(9) Community files and records are available for review. Please contact American Community Management to schedule an appointment.

_____	_____	_____
Witness	Seller	Date

_____	_____	_____
Witness	Seller	Date

HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Twelve Trees Association, Inc.

Comments

In addition to this certificate, title companies need to visit homewisedocs.com to obtain current association dues and the amount of the transfer fee.

Maintenance and architectural violations can occur over time with normal wear and tear. The violation status as of the date of the resale certificate does not indemnify future owners from addressing such items to achieve compliance with the governing documents.

This disclosure is intended strictly for the use of real estate and lending professional. This information, while deemed to come from reliable sources, is not guaranteed. Prospective buyers of real estate should seek appropriate and complete disclosures from the seller of the subject property.

The responses herein are made in good faith and to the best of my ability and systems as to their accuracy.

***** PLEASE NOTE *****

Water is included.

Percentage of owner occupied units is unknown.

NEW HOMEOWNER: After settlement all on going future community assessment payments are to be mailed directly to the lock box address below, not ACM:

(Name of Association)
PO Box 531335
Atlanta, GA 30353-1335

No payment coupon is needed. And;

TITLE COMPANIES: Do not send payments to this address as they will be returned. Review all Homewisedocs.com resale documentation for mailing instructions. And;

TITLE COMPANIES: There is a new account transfer fee of \$125. Please mail the transfer fee and a copy of the HUD-1 or Alta Paperwork as directed in resale demand documentation to: American Community Management 7484 Candlewood Road, Suite H, Hanover, MD 21076.

Exhibit B

§ 11B-106. Annotated Code of Maryland

(a) A contract for the resale of a lot within a development, or for the initial sale of a lot within a development containing 12 or fewer lots, to a member of the public who intends to occupy or rent the lot for residential purposes, is not enforceable by the vendor unless:

(1) The purchaser is given, on or before entering into the contract for the sale of such lot, or within 20 calendar days of entering into the contract, the disclosures set forth in subsection (b) of this section;

(2) The purchaser is given any changes in mandatory fees and payments exceeding 10 percent of the amount previously stated to exist and any other substantial and material amendment to the disclosures after they become known to the vendor; and

(3) The contract of sale contains a notice in conspicuous type, which shall include bold and underscored type, in a form substantially the same as the following:

"This sale is subject to the requirements of the Maryland Homeowners Association Act (the "Act"). The Act requires that the seller disclose to you at or before the time the contract is entered into, or within 20 calendar days of entering into the contract, certain information concerning the development in which the lot you are purchasing is located. The content of the information to be disclosed is set forth in § 11B-106(b) of the Act (the "MHAA information") as follows:

If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel this contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The seller must also provide you with notice of any changes in mandatory fees exceeding 10% of the amount previously stated to exist and copies of any other substantial and material amendment to the information provided to you. You have 3 calendar days to cancel this contract after receiving notice of any changes in mandatory fees, or copies of any other substantial and material amendment to the MHAA information which adversely affects you. If you do cancel the contract you will be entitled to a refund of any deposit you made on account of the contract. However, unless you return the MHAA information to the seller when you cancel the contract, the seller may keep out of your deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less.

By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the homeowners association within the development. The lot you are purchasing may have restrictions on:

- (1) Architectural changes, design, color, landscaping, or appearance;
- (2) Occupancy density;
- (3) Kind, number, or use of vehicles;
- (4) Renting, leasing, mortgaging, or conveying property;
- (5) Commercial activity; or
- (6) Other matters.

You should review the MHAA information carefully to ascertain your rights, responsibilities, and obligations within the development."

(b) The vendor shall provide the purchaser the following information in writing:

- (1) A statement as to whether the lot is located within a development;

- (2)
 - (i) The current monthly fees or assessments imposed by the homeowners association upon the lot;
 - (ii) The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and
 - (iii) A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;
- (3) The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;
- (4) A statement as to whether the owner has actual knowledge of:
 - (i) The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and
 - (ii) Any pending claims, covenant violations actions, or notices of default against the lot; and
- (5) A copy of:
 - (i) The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development, and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and
 - (ii) The bylaws and rules of the primary development, and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable.
- (c)
 - (1) Within 30 calendar days of any resale transfer of a lot within a development, the transferor shall notify the homeowners association for the primary development of the transfer.
 - (2) The notification shall include, to the extent reasonably available, the name and address of the transferee, the name and forwarding address of the transferor, the date of transfer, the name and address of any mortgagee, and the proportionate amount of any outstanding homeowners association fee or assessment assumed by each of the parties to the transaction.
 - (d) The requirements of subsection (b) of this section shall be deemed to have been fulfilled if the information required to be disclosed is provided to the purchaser in writing in a clear and concise manner. The disclosures may be summarized or produced in any collection of documents, including plats, the declaration, or the organizational documents of the homeowners association, provided those documents effectively convey the required information to the purchaser.
 - (e) In satisfying the requirements of subsection (b) of this section, the vendor shall be entitled to rely upon the disclosures contained in the depository after June 30, 1989.
 - (f) The provisions of subsections (a), (b), (d), and (e) of this section, do not apply to the sale of a lot in an action to foreclose a mortgage or deed of trust.

Architectural Guidelines
Twelve Trees Association, Inc.

Order: 459ZVP4GW
Address: 19 Yuma Ct
Order Date: 12-09-2019
Document not for resale
HomeWiseDocs

This document is currently either not available or not applicable for this association.

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**Articles of Incorporation
Twelve Trees Association, Inc.**

Order: 459ZVP4GW
Address: 19 Yuma Ct
Order Date: 12-09-2019
Document not for resale
HomeWiseDocs

ARTICLES OF INCORPORATION
OF
TWELVE TREES ASSOCIATION, INC.

In compliance with the requirements of the Laws of the State of Maryland, the undersigned all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a non-profit corporation; and do hereby certify:

ARTICLE I

The name of the corporation is Twelve Trees Association, Inc., hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 3901 Noyes Circle, Randallstown, Maryland, 21133.

ARTICLE III

Albert J. Ritgert, whose address is 3901 Noyes Circle, Randallstown, Maryland, 21133, is hereby appointed the Initial Resident Agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots, Common Area, and Common Elements within that certain tract of property described in the Declaration of Covenants, Conditions and Restrictions dated May, 1975 which follows hereafter as pages 1-a, 1-b, and 1-c.
The powers of the Corporation are as follows:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Land Records of Baltimore County and as the same may be amended from time to time as therein provided, said Declaration being incorporated

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herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication/^{sale,} or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer; said dedication sale or transfer shall also be approved by Baltimore County.

(e) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Maryland by law may now or hereafter have or exercise.

(f) All of the above powers are subject to the "Declaration" as well as applicable Baltimore County and Maryland laws. Additionally, the Association is not authorized to issue capital stock.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors of three (3) or more, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Jacob Morrow, 370 Lexington Avenue, New York, New York 10017

Mildred G. Urbaitis, 9 Englewood Road, Baltimore, Maryland 21210

Albert J. Ritgert, 3901 Noyes Circle, Randallstown, Maryland 21133

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency

to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. All elements of Dissolution must be approved in writing by Baltimore County, Maryland.

ARTICLE IX
DURATION

The corporation shall exist perpetually.

ARTICLE X
AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75%) percent of the entire membership, and shall be subject to the approval of Baltimore County, Maryland.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Maryland, we, the undersigned, constituting the Incorporators of this Association, have executed these Articles of Incorporation this 30 day of April, 1975.

WITNESS:

Kelly J. DePasio
Joe Seefeld
Joan V. Stenhouse

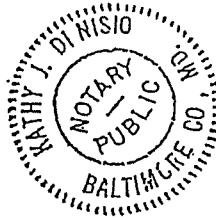
Jacob Morrow (SEAL)
JACOB MORROW
370 Lexington Ave. New York, N.Y. 10017
Albert J. Ritzert (SEAL)
ALBERT J. RITZERT
3901 Noyes Circle, Randallstown, Md. 21132
Mildred G. Urbaitis (SEAL)
MILDRED G. URBAITIS
9 Englewood Road, Baltimore, Md. 21210

STATE OF MARYLAND
COUNTY OF BALTIMORE

TO WIT:

I HEREBY CERTIFY that on this 30th day of April
1975, before me, the subscriber, a Notary Public of the State of Maryland in
and for the County of Baltimore aforesaid, personally appeared
JACOB MORROW
and known to me to be the persons whose names are subscribed to the within
instrument; and they acknowledged that they executed the same for the purpose
therein contained.

AS WITNESS my hand and Notarial Seal.



Kathy J. Di Nisio
Notary Public

STATE OF MARYLAND
COUNTY OF BALTIMORE

TO WIT:

I HEREBY CERTIFY that on this 30 day of April
1975, before me, the subscriber, a Notary Public of the State of Maryland in
and for the County of Baltimore aforesaid, personally appeared
ALBERT D. RITGERT and MILDRED G. URBAITIS
and known to me to be the persons whose names are subscribed to the within
instrument; and they acknowledged that they executed the same for the purpose
therein contained.

AS WITNESS my hand and Notarial Seal.

REVIEWED FOR BALTIMORE COUNTY
REGISTRARS

[Signature]
Notary Public

Joan V. Stenmer
Notary Public



17058501 *****525

Order 1-802-444-4040
Address 1920 York Rd
Order Dept 102
Document notary seals
HomeWiseDocs

TWELVE TREES ASSOCIATION, INC.

ARTICLES OF REVIVAL

Twelve Trees Association, Inc., a Maryland corporation, having its principal office in Baltimore County, Maryland, hereinafter called "the Corporation", hereby certifies to the State Department of Assessments and Taxation that:

FIRST: The charter of the Corporation was forfeited on October 14, 1982, for failure to file an annual report with the State Department of Assessments and Taxation of Maryland, and that these Articles of Revival are for the purpose of reviving and reinstating the charter of the Corporation.

SECOND: The name of the Corporation at the time of forfeiture of its charter and the name which it will hereafter be known is Twelve Trees Association, Inc.

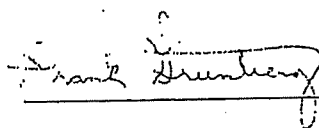
THIRD: The address of the principal office of the Corporation in the State of Maryland is 26 Papago Court, Randallstown, Maryland 21133.

FOURTH: The name and address of the Resident Agent of the Corporation in the State of Maryland are Ralph Schuchalter, 12006 Tarragon Road, Reisterstown, Maryland 21136. Said Resident Agent is a citizen actually residing in this state.

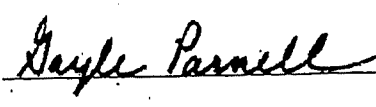
FIFTH: At or prior to the filing of these Articles of Revival, the Corporation has:

- a. Paid all fees required by law;
- b. Filed all annual reports which should have been filed by the Corporation if its Charter had not been forfeited;
- c. Paid all State and local taxes, except taxes on real estate, and all other interest and penalties due by the Corporation, or which would have become due if the charter had not been forfeited whether or not barred by limitations.

IN WITNESS WHEREOF, the undersigned, who were respectively the last acting President and Secretary of the Corporation, have signed these Articles of Revival on July 11, 1983 and severally acknowledge these Articles to be their act.



Frank Greenberg
Last Acting President



Gayle Parnell
Last Acting Secretary

31948265

AS

LIBER 0250 PAGE 834

ARTICLES OF REVIVAL

OF

TWELVE TREES ASSOCIATION, INC.

1983 NOV 30 AM 10:51
 LIBER 0250
 FOLIO 833
 ELMER H. KAIRLINE JR.
 CLERK

approved and received for record by the State Department of Assessments and Taxation
 of Maryland July 13, 1983 at 12:22 o'clock P. M. as in conformity
 with law and ordered recorded.

Recorded in Liber 2601, folio 2791, one of the Charter Records of the State
 Department of Assessments and Taxation of Maryland.

Bonus tax paid \$ _____ Recording fee paid \$ 20.00 Special Fee paid \$ 10.00

To the clerk of the Circuit Court of Baltimore County

IT IS HEREBY CERTIFIED, that the within instrument, together with all indorsements thereon, has
 been received, approved and recorded by the State Department of Assessments and Taxation of Maryland.

AS WITNESS my hand and seal of the said Department at Baltimore.

[Handwritten Signature]



A. 145458

Twelve Trees Assn.
 P. O. Box 535
 Randallstown, Md. 21133

ID: 459ZVP4GW
 Address: 19 Yuma Ct
 Order Date: 12-09-2019
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Budget
Twelve Trees Association, Inc.

Order: 459ZVP4GW
Address: 19 Yuma Ct
Order Date: 12-09-2019
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01/04/2019
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Twelve Trees Association, Inc.
APPROVED BUDGET
01/01/2019

Page: 1

410-997-7767
7484 Candlewood Road Ste H
Hanover MD 21076

American Community Management
7484 Candlewood Road, Suite H
Hanover MD 21076

OPERATING	PRIOR YR BUD 2018	APPROVED 2019
Assessment Income	560,196	560,196
Estimated Uncollectible Asse	(31,000)	(31,000)
Late Fees	10,000	10,000
Interest on Delinquent Accou	500	500
Collection Admin Fee	20,000	20,000
Other Income	2,000	2,000
TOTAL INCOME	561,696	561,696
EXPENSES		
ADMINISTRATIVE		
Management Fee Mgmt Fee	27,720	28,800
Taxes/Misc Fees Misc. Taxes	3,400	3,400
Insurance Premium General	13,900	6,751
Insurance Premium Fidelity	0	1,000
Insurance Premium D&O	0	2,090
Insurance Premium Workers Co	0	323
Insurance Premium Umbrella	0	1,250
Insurance Claim Expense	2,500	2,500
Legal-Collection	50,000	50,000
Social/Community Social Comm	5,000	5,000
Office Exp- Misc Admin/Expen	14,000	10,000
Office Exp- Postage	0	500
Office Exp- Printing/Copying	0	200
Office Exp- Coupon Book/Stat	0	200
TOTAL ADMIN EXP	116,520	112,014
UTILITIES		
Electric Expense	43,000	0
Street Lights	0	25,000
Telephone Expense	0	2,000
Water/Sewer Expense	82,000	80,000
TOTAL UTILITY EXP	125,000	107,000
OPERATING		
Grounds- Landscape Enhancemn	1,500	2,000
Grounds- Fert/Weed Control	2,700	2,700
Grounds- Roadway Repairs	0	25,000
Grounds- Tree Removal/Replac	7,500	10,000
Grounds- Ground Misc.	6,000	0
Grounds- Landscape Contract	0	40,476

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01/04/2019
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Twelve Trees Association, Inc.
APPROVED BUDGET
01/01/2019

410-997-7767
7484 Candlewood Road Ste H
Hanover MD 21076

American Community Management
7484 Candlewood Road, Suite H
Hanover MD 21076

OPERATING	PRIOR YR BUD 2018	APPROVED 2019
Grounds- Snow Removal	0	35,000
Snow Removal Exp.	35,000	0
Site Maint- Building Maint.	33,038	12,000
Site Maint- Onsite Maint	0	5,000
Site Maint- Electric Repairs	3,000	2,000
Site Maint- Trash Removal	900	500
Site Maint- Plumbing Repairs	60,000	60,000
Site Maint- Fire System Rep	3,612	0
Site Maint- Signs	500	500
Contract- Security	0	3,700
Contract- Landscaping	40,476	0
Pool- Pool Management	21,100	21,100
Pool- Pool Repairs/Maint	2,000	2,000
Pool- Pool Furniture	0	2,856
Pool- Pool Supplies	1,500	1,500
Pool- Pool Pass	700	700
Pool- Pool Misc.	650	650
Clubhouse- Electricity	0	5,000
TOTAL OPERATING	220,176	232,682
RESERVE TRSFS		
Reserve Transfer General Rep	100,000	110,000
TOTAL RESERVE TRSF	100,000	110,000
TOTAL EXPENSE	561,696	561,696
NET INCOME	0	0

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Bylaws
Twelve Trees Association, Inc.

Order: 459ZVP4GW
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Bylaws
Twelve Trees Association, Inc.

AMENDMENT OF THE AMENDED BYLAWS OF
TWELVE TREES ASSOCIATION, INC.

EXPLANATORY STATEMENT: On or about October 2, 2007, the Bylaws of TWELVE TREES ASSOCIATION, INC. were duly amended and adopted. TWELVE TREES ASSOCIATION, INC., in accordance with these Bylaws, at a duly called and constituted meeting of the members by the affirmative vote of not less than a majority of the members present in person or by proxy, hereby amends its said Amended Bylaws as hereinafter provided.

NOW, THEREFORE, as of the 5th day of December, 2007, the above described Bylaws of TWELVE TREES ASSOCIATION, INC. are hereby amended by adding a new item thereof, to read as follows:

Powers and Duties of the Board of Directors

Late Fees. A late charge not to exceed \$15 or one-tenth of the total amount of any delinquent assessment or installment, whichever is greater, may be imposed by the Board of Directors of the Association if any assessment or installment thereof is not paid within 15 days of the date due.

The foregoing amendment shall take effect immediately.

ATTEST:

TWELVE TREES ASSOCIATION, INC.

Sandra V. Stewart
Secretary

By: Valma J. Brown
President

10609.001

CERTIFICATE OF APPROVAL

THE UNDERSIGNED HEREBY CERTIFY that as of the 2nd day of October, 2007, they were the persons specified by the Bylaws and/or the Board of Directors of TWELVE TREES ASSOCIATION, INC. to count votes at the meeting of the members of TWELVE TREES ASSOCIATION, INC. held on that date. The undersigned hereby further certify that the foregoing Amendment of the Bylaws of TWELVE TREES ASSOCIATION, INC. was on that date approved by the affirmative vote of not less than a majority of the members present in person or by proxy.

AS WITNESS the signatures and seals of the undersigned.

Tulma J. Boren

ATTEST:

Sandra V. Stewart
Secretary

10609.001

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Address: 19 Yuma Ct
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AMENDED AND RESTATED BYLAWS OF
TWELVE TREES ASSOCIATION, INC.

Nagle & Zaller, P.C.
Attorneys
10320 Little Patuxent Parkway
Suite 1200
Columbia, Maryland 21044
(410) 740-8100

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Approved 12-05-07

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AMENDMENT TO THE BYLAWS OF
TWELVE TREES ASSOCIATION, INC.

WHEREAS, Twelve Trees Association, Inc is a duly created Homeowners Association by virtue of the recordation of its Declaration among the Land Records of Baltimore County, Maryland in Liber 5458, Folio 946, et. seq. Said Declaration was amended on seven occasions by the Declarant and recorded at Liber 5529, Folio 427, et. seq., at Liber 5634, Folio 416 et. seq., at Liber 5646, Folio 306 et. seq. , at Liber 5724, Folio 159 et. seq., at Liber 5950, Folio 380 et. seq., at Liber 5950, Folio 384, et. seq., and at Liber 6009, Folio 079 et. seq.; and

WHEREAS, Twelve Trees Association, Inc. is a Maryland non-stock corporation in good standing, created pursuant its Articles of Incorporation filed with the State Department of Assessments and Taxation in accordance with the provisions of the Corporations and Associations Article of the Maryland Annotated Code; and

WHEREAS, the Board of Directors of Twelve Trees Association, Inc. has determined that it is necessary to amend the current Bylaws in their entirety; and

WHEREAS, Article XIII of the Bylaws provides that the Bylaws may be amended at any duly constituted regular or special meeting of the Owners by the affirmative vote of a majority of those owners present in person or by proxy; and

WHEREAS, Owners representing a majority of those Owners present in person or by proxy at a duly constituted regular or special meeting have approved the Amended and Restated Bylaws as evidenced by the Certificate of Secretary attached hereto; and

NOW THEREFORE, in accordance with the Bylaws of Twelve Trees Association, Inc., the Bylaws of Twelve Trees Association, Inc. is hereby amended by striking the current Bylaws in their entirety and substituting the following:

**AMENDED AND RESTATED BYLAWS OF
TWELVE TREES ASSOCIATION, INC.**

Article I
Plan of Ownership

Section 1. Applicability. These Bylaws provide for the governance of Twelve Trees Association, Inc. (the "Association") pursuant to the requirements of the Maryland Homeowners Association Act (the "Act"), the Maryland Nonstock Corporation Code, the Maryland Contract Lien Act and other applicable Maryland law. The Association property is located in Baltimore County, Maryland and was submitted to the provisions of the Act by recordation of the Declaration among the Land Records of Baltimore County, Maryland as is more particularly described in the Amended and Restated Declaration.

Section 2. Compliance. Every Owner, family member, tenant, employee, invitee, agent, licensee and all those entitled to occupy a Lot shall comply with these Bylaws and the Declaration and its amendments.

Section 3. Office. The office of the Association and the Board of Directors ("Board") shall be located at such place as may be designated from time to time by the Board.

Section 4. Definitions. Terms used herein without definition shall have the meanings specified for such terms in the Amended and Restated Declaration, or if not defined in the Amended and Restated Declaration, the meanings specified for such terms in Section 11B-101 of the Act.

Article II
Membership of the Association

Section 1. Members. The Association shall have as its members every person, corporation, trust or other legal entity, or any combination thereof, who or which owns a Lot; provided however, that any person, corporation, trust or other legal entity, or any combination thereof, who or which holds such interest solely as security for the performance of an obligation shall not be a member solely on account of such interest.

Section 2. Annual Meetings. Unless otherwise directed by the Board, the annual meeting of the Association shall be held during the month of December each year on a day and at an hour designated by the Board. At such annual meeting Board members shall be elected to replace the Board members whose terms which then expire. Board members shall be elected by ballot, or directed proxy, of the Owners in accordance with Maryland law and the requirements of this Article and Article III of these Bylaws. Any other business of the Association may be conducted at the Annual meeting, and the notice of annual meeting need only indicate that the purpose is to conduct the annual meeting.

Section 3. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the Owners as may be designated by the Board.

Section 4. Special Meetings. The President shall call a special meeting of the Association if so directed by a resolution of the Board, or upon a petition signed and presented to the Secretary by not less than ten percent (10%) of the total eligible voters. The notice of any special meeting shall state the date, time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. In the event that the meeting is called by petition, the notice shall state only the purpose specifically set forth in the petition. In the event that the President fails or refuses to call a special meeting within then (10) days of receipt by him or her of a Board resolution or receipt by the Secretary of a properly executed petition, any two (2) members of the Board may call the special meeting.

Section 5. Notice of Meetings.

(a) The Secretary, or the Managing Agent under the supervision of the Secretary, shall provide Owners with notice of each annual or special meeting. Such notice shall be in writing and shall be either delivered or mailed to each Owner at least ten (10) days, but not more than ninety (90) days prior to the meeting, at the address shown on the Association's roster of Owners on the date of the notice. If mailed, the notice shall be deemed given when deposited in the United States mail, postage prepaid and addressed to the Owner at the address on the Association's roster as of the date of the notice. Said notice may also be made by "electronic transmission" as defined by the Act, if the requirements of Section 11B-113.1 of the Act are met. The notice shall specify the day or date, time, place and purpose of the meeting.

(b) The notice shall also state that if the number of Owners present at a meeting does not constitute a quorum, the meeting may be adjourned and another meeting of the Owners may be called for the same purpose, if:

(1) a majority of the Owners, present at the meeting in person or by proxy vote to approve the additional meeting; and,

(2) at least ten (10) but not more than ninety (90) days notice of the time, place and purpose of the additional meeting is delivered or mailed to all Owners. The notice shall also set forth that at the additional meeting the Owners present at the meeting, in person or by proxy, shall constitute a quorum and that a majority of those Owners may take any action which could have been taken at the original meeting.

(c) Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the members shall notify the Secretary to that effect by Registered Mail – Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of

the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the members to each such institutional mortgagee in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings and the members upon request made in writing to the Secretary.

Section 6. Waiver of Notice. Waiver of notice of meeting of the Association shall be deemed the equivalent of proper notice. Any Owner may file with the Board a written waiver of notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or by proxy, shall be deemed waiver by such Owner of notice of the time, date and place thereof unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised at the time the meeting is called to order.

Section 7. Quorum. A quorum is deemed present throughout any meeting of the Association if persons entitled to cast ten percent (10%) (or such lesser percentage as may be provided by Maryland law) of the total authorized votes are present in person or by proxy at the beginning of the meeting.

Section 8. Order of Business at Annual Meetings. As far as practical, the order of business at all annual meetings of the Association shall be as follows, but may be amended at the meeting at the initiative of the Chair or a majority of the Owners present:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting(s) (may be waived).
- (d) Election or appointment of inspectors/tellers of election.
- (e) Election of members of the Board of Directors.
- (f) Reports of Officers.
- (g) Reports of the Board of Directors.
- (h) Reports of Committees.

- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

Section 9. Order of Business at Special Meetings. The order of business at any special meeting called in accordance with the procedures set forth in these Bylaws shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting.
- (c) Reading of Notice and Petition. (if any)
- (d) New Business as stated in the Notice.
- (e) Adjournment.

Section 10. Rules of Order. The parliamentary procedure for the conduct of all meetings of the Association and the Board of Directors shall be governed by the version of Roberts' Rules of Order designated by the Board of Directors in its sole discretion to be the "official" Association version insofar as it is consistent with these Bylaws and the Declaration. In the event of a conflict, these Bylaws and the Declaration shall prevail.

Section 11. Title to Units. Title to a Lot may be taken in the name of one or more persons or entities, in any manner permitted by law. The Association may acquire, hold and transfer full legal title to one or more Lot in the Association in its own name.

Section 12. Proxy.

(a) At meetings of the Association, each Owner shall be entitled to cast the number of votes appurtenant to his or her Lot. Owners may vote by proxy, but the proxy is effective only for a maximum period of eleven (11) months following its issuance unless granted to a lessee or mortgagee. The proxy shall take the form designated by the Board. Any proxy may be revoked at any time at the pleasure of the Owner(s) executing the proxy.

(b) A proxy who is not appointed to vote as directed by an Owner may only be appointed for the purposes of meeting quorum requirements and to vote for matters of business before the Association other than an election of members of the Board. Only an Owner voting in person or via electronic transmission or a proxy voting for candidates designated by an Owner, may vote to elect members of the Board.

Section 13. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The tallying of all votes for the election of the Board shall be supervised by inspectors or election tellers appointed by the President or other Officer presiding over the meeting.

Section 14. Adjournment. Any meeting of the Association at which a quorum is not present may be adjourned and reconvened in accordance with Section 5 of these Bylaws. Proxies submitted for the original meeting shall be valid at any adjourned meeting unless withdrawn by the Owner (s) executing the proxy. Any business which could have been transacted properly at the original session of the meeting may be transacted at an adjourned session.

Section 15. Consents. Unless other rights established in these Bylaws are infringed upon by the operation of this Section, any action which may be taken by a vote of the Owners may also be taken by written consent of those Owners who hold the requisite percentage of votes necessary to decide an issue pursuant to the Declaration or these Bylaws.

Section 16. Roster of Owners. The Association shall maintain a current roster of names and addresses of each Owner to which notice of meetings of the Association shall be sent. Each Owner shall, within five (5) days after acquiring title to a Lot in the Association, furnish the Managing Agent or the Board with his or her name and current mailing address. No Owner may vote at meetings of the Association until this information is furnished.

Article III Board of Directors

Part A. Composition and Selection of Board of Directors.

Section 1. Composition. The affairs of the Association shall be governed by a Board of Directors. The Board shall be composed of three (3), five (5), seven (7) or nine (9) persons. The Board shall be comprised of Owners provided, however, that multiple Owners of the same Lot may not serve on the Board at the same time.

Section 2. Nominating Procedures.

(a) An Owner may nominate himself or herself or any other Owner to be a Director. – A call for nominations shall be sent to all Owners not less than forty-five (45) days before notice of an election is sent. Only nominations made at least fifteen (15) days before the notice of an election shall be listed on the election ballot, but nominations may be made from the floor at the meeting. Candidates shall be listed on the ballot in alphabetical order, with no indicated

candidate preference. If the Board allows and the candidate wishes, a signed personal statement can be inserted with the notice of election. If no call for nominations is made, nominations shall only be made from the floor at the meeting.

(b) In addition to the nominations made pursuant to the procedure outlined above, nominations may be made by persons voting by directed proxy. If a call for nominations has been made, a nomination by directed proxy shall be deemed a nomination from the floor.

(c) At or before the time votes for the Board are cast by the Owners, all nominees must consent to serve, including any persons "nominated" by a write-in vote on a directed proxy and any persons nominated from the floor. If no such consent is given, in person or in writing, by the proposed nominee, the nomination is void.

(d) An Owner may not be elected to the Board of Directors if said Owner is delinquent in the payment of assessments or other charges. In addition, an Owner may not be elected to the Board of Directors if there is litigation pending between the Association and said Owner.

Section 3. Elections.

(a) The Board of Directors, as of the date of the recording of these Amended and Restated Bylaws consists of seven (7) persons who hold staggered three (3) year terms such that the term of at least one (1) Director expires each year. It is the intention of these Bylaws to maintain these staggered terms for Directors, therefore, at each annual meeting a successor(s) shall be elected for a term of three (3) years, to replace the Director(s) whose term then expires.

(b) In the unlikely event that a completely new Board of Directors is necessary, or in the event that the Owners wish to change the number of Directors, the Association shall immediately hold a meeting to elect new Directors in accordance with these Bylaws. The Association shall first decide by plurality vote whether it wishes the Board to consist of three (3), five (5), seven (7) or nine (9) members, provided, however, that no such change shall operate to curtail or extend the term of any incumbent Director. Directors shall be elected as follows, based upon how many Board members are required:

Three Member Board of Directors:

The two candidates who receive the highest number of votes shall be elected for a term of three (3) years and the remaining candidate shall be elected for a term of two (2) years. Successors shall be elected for three (3) year terms.

Five Member Board of Directors:

The two candidates who receive the highest number of votes shall be elected for a term of three (3) years; the two candidates who receive the next highest number of votes shall be

elected for a term of two (2) years; the remaining candidate shall be elected for a term of one (1) year. Successors shall be elected for three (3) year terms.

Seven Member Board of Directors:

The three candidates who receive the highest number of votes shall be elected for a term of three (3) years; the two candidates who receive the next highest number of votes shall be elected for a term of two (2) years; the remaining candidates shall be elected for a term of one (1) year. Successors shall be elected for three (3) year terms.

Nine Member Board of Directors:

The four candidates who receive the highest number of votes shall be elected for a term of three (3) years; the three candidates who receive the next highest number of votes shall be elected for a term of two (2) years; the remaining candidates shall be elected for a term of one (1) year. Successors shall be elected for three (3) year terms.

Section 4. Removal or Resignation of Members of the Board of Directors.

(a) At a duly called regular meeting of the Association or a special meeting called for that purpose, any one or more of the Directors may be removed with or without cause by a majority of Owners voting in person or by directed proxy so long as the Owners voting to remove a Director represent at least twenty five percent (25%) of the total votes of the Association. Any Director whose removal has been proposed by the Owners shall be given fifteen (15) days notice of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Any vacancies created by removing one or more Directors may be filled at the same meeting. Successors shall be elected by a plurality vote of those present at the meeting in person or those who have filed a directed proxy, and shall be elected to fill the entire remainder of the original term of the removed Director. Any Director who is removed as a Director pursuant to this Section and also holds an officer position shall also be thereby removed from such office. A Director may resign at any time.

(b) A Director shall be automatically deemed to have resigned if not in attendance at three (3) consecutive regular meetings of the Board unless the minutes reflect the consent of the Board to such absences.

(c) A Director who becomes more than forty-five (45) days delinquent in the payment of assessments or other charges shall be automatically deemed to have resigned on the forty-sixth (46th) day.

Section 5. Vacancies. Vacancies on the Board caused by any reason other than removal of a Director by vote of the Association shall be filled by a vote of the majority of the remaining Directors at any meeting of the Board. The Director selected by the Board shall serve until a

successor shall be elected at the next annual meeting of the Association. Such successor shall fill the remaining term of the vacated position.

Section 6. Compensation. Directors shall not be compensated for acting as such unless and to the extent the Owners of the Association authorize compensation by a vote of a majority of the total votes of the Association at an annual meeting or at any special meeting duly called for that purpose. Notwithstanding the foregoing, Directors may be reimbursed for reasonable expenses incurred on behalf of the Association as shall be determined by the Board, subject to a report to be included in the Board's meeting minutes.

Section 7. Organizational Meeting. The first meeting of the Board of Directors following the annual meeting of the Association shall be held immediately following or within ten (10) days of the annual meeting at such time and place as shall be fixed at the annual meeting, and no notice shall be necessary to the newly elected members of the Board in order legally to constitute such meeting, providing a majority of the whole Board shall be present thereat.

Part B. Meetings.

Section 8. Regular Meetings.

(a) Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, but such meetings shall be held at least once every three (3) months during each fiscal year. Notice of regular meetings of the Board shall be given to each Director by mail or telephone at least ten (10) days prior to the day named for such meeting. The date of the next regular meeting may be set at a meeting and such action shall constitute notice of the next meeting to all Directors present at the prior meeting. Each regular meeting shall provide a designated period of time to allow Owners an opportunity to comment on any matter relating to the Association. During a meeting at which the agenda is limited to specific topics, the Owners' comments may be limited to the topics listed on the meeting agenda.

(b) Regular meetings of the Board, except those held pursuant to Section 11B-111 (4) of the Act shall be open to all Owners. All members of the Association shall be given reasonable notice of all regularly scheduled open meetings of the Association.

(c) The notice requirements contained in this Section 8 may be met by the publication of a schedule setting forth in advance the day or date, time and location of regular Board meetings.

Section 9. Special Meetings. Special meetings of the Board may be called by the President on three (3) business days notice to each Director by mail, in person or by telephone. The notice shall include the day or date, time, place and purpose of the meeting. Upon written request of at least two (2) Directors, special meetings of the Board shall be called by the President or Secretary in

like manner and on like notice. Notice to Owners of special meetings of the Board shall be given prior to the meeting in a manner determined by the Board. Each Special meeting shall provide a designated period of time to allow Owners an opportunity to comment on the topics listed on the meeting agenda. No business shall be transacted at a special meeting of the Board except that stated in the notice.

Section 9.1 Right of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail – Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this Article for notice to the members of the Board of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members of the Board of Directors present at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

Section 10. Waiver of Notice. Any Director may at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by him or her of the day or date, time, place and purpose of such meeting. If all Directors are present at any meeting of the Board, no notice shall be required (except notice to Owners in accordance and these Bylaws) and all appropriate business may be transacted at such meeting.

Section 11. Quorum. At all meetings of the Board, the presence of a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. Directors must be present in person at the meeting and vote in person. All Directors shall have one (1) vote and all Directors are entitled to vote, even the Director who has been elected by the Board as President.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep or cause to be kept a minute book of the Board recording therein all resolutions adopted by the Board and all relevant transactions and proceedings occurring at such meetings.

Except as provided in Section 13 of this Article III, all meetings of the Board of Directors shall be open to all Owners. Notwithstanding that such meetings shall be open, no person other than members of the Board of Directors shall be entitled to seek recognition, vote or otherwise participate at the meetings, unless provided otherwise by the Act, the Declaration or these Bylaws. The Board shall have the power to expel from any meeting any and all persons who refuse to conduct themselves appropriately while attending such meeting or who disrupt the proceedings of the Board.

Section 13. Closed Meetings.

(a) A meeting of the Board may be held in closed session for the purposes set forth in the Section 11B-111 of the Act, as amended from time to time. Such purposes include the following:

- (i) Discussion of matters pertaining to employees and personnel; or
- (ii) Protection of the privacy or reputation of individuals in matters not related to Association business; or
- (iii) Consultation with legal counsel; or
- (iv) Consultation with staff personnel, consultants, attorneys or other persons in connection with pending or potential litigation; or
- (v) Investigative proceedings concerning possible or actual criminal misconduct; or
- (vi) Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interests of the Association; or
- (vii) Compliance with a specific constitutional, statutory or judicially imposed requirement protecting particular proceeding or matters from public disclosure; or
- (viii) On an individually recorded affirmative vote of two-thirds (2/3) of the Board members present, for some other reason so compelling as to override the general policy in favor of open meetings;

(b) If a meeting is held in closed session, an action may not be taken and a matter may not be discussed if it is not permitted by this Section. A statement of the time, place, and purpose of the closed meeting, the record of the vote of each Board member by which the meeting was closed, and the recitation of the authority to close the meeting shall be included in the minutes of the next meeting of the Board.

Part C. Powers and Duties.

Section 14. Powers and Duties. The Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association and may do all such acts and things which are not by the Act, the Declaration or these Bylaws specifically directed to be done and exercised exclusively by the Owners.

The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the Managing Agent, if any, which might arise between meetings of the Board. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to, and be responsible for, the following, by way of explanation but not limitation:

(a) Preparing a proposed annual budget, which shall be submitted to the Owners at least thirty (30) days prior to its adoption, and adopting at an open meeting an annual budget which shall establish the contribution by assessment to be paid by each Owner to the common expenses. The Board of Directors shall have the power to make interim adjustments in the monthly assessments if the current assessments are inadequate or if for any reason the Board deems such change necessary, including, but not limited to, a change in the capital reserve budget. All such adjustments shall be made in accordance with Maryland law.

(b) Making assessments against the Owners to defray the common expenses, establishing the means and methods of collecting such assessments from the Owners, and establishing the period of the installment payments of the annual assessments.

(c) Providing for the operation, care, upkeep, maintenance and repair of all Common Areas and for services to the Association.

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, and providing services for the Association, and, when appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed to be owned by the Association.

(e) Collecting the assessments from the Owners, depositing the proceeds thereof in a bank depository which the Board shall approve, and using the proceeds to administer the Association.

(f) Determining to open and close bank accounts on behalf of the Association and designating the signatories required for each such account; determining how the funds of the Association shall be invested and causing appropriate investment accounts to be opened and closed. (Once such decisions are made by the Board, implementation may be delegated to a committee or to management.)

(g) Determining how common profits or surplus, if any, shall be treated.

(h) Making and amending rules and regulations respecting the use of the Common Areas the Lots and Dwelling Units; provided however that all rules and regulations shall be enacted in accordance with the procedures set forth in the Declaration and that no such Rules or Regulation so adopted shall conflict with the Act, the Declaration or these Bylaws. Furthermore, no Rule or Regulation shall be construed so as to impair in any manner the lien of any mortgage or deed of trust with respect to any Unit or the Common Areas if such rule or regulation is promulgated after the recordation of such mortgage or deed of trust.

(i) Enforcing by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations adopted by the Board for use of the Common Areas, the Lots and Dwelling Units, including utilizing monetary fines and such other sanctions as it deems appropriate to enforce the same, provided the Board complies with the procedures noted in the Declaration prior to the imposition of any sanction. If an Owner persists in a violation of the Declaration, the Bylaws or any duly enacted Rules and Regulations, the Board of Directors may require him or her to post a bond satisfactory to it, in its sole discretion, to secure future compliance with the Declaration, the Bylaws or the Rules and Regulations.

(j) Causing the repair and restoration of the Association in accordance with the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(k) Notifying the Owners of any eminent domain proceeding or of any litigation against the Association involving a claim in excess of ten percent (10%) of the amount of the annual budget, and bringing any proceedings which it may deem necessary to be instituted on behalf of the Owners.

(l) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, paying the cost thereof and settling any claims thereunder.

(m) Paying the costs of all services rendered to the Association and not chargeable to Owners of individual Lots.

(n) Keeping books with detailed accounts of the receipts and expenditures affecting the administration of the Association, specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred. The Associations books and records shall be available for examination by the Owners, their duly authorized agents, accountants, or attorneys during normal business hours. All books and records shall be kept in accordance with generally accepted accounting principles and shall be audited at least once a year by an outside auditor employed by the Board, who shall not be a resident of the Association or an Owner therein. The cost of such audit shall be a Common Expense.

(o) Borrowing money on behalf of the Association when required in connection with, or relating to, the operation, care, upkeep, or maintenance of the Common Areas and additions, alterations or improvements to the Common Areas.

(p) Acquiring, holding, and disposing of Lots and leasing and mortgaging the same.

(q) Establishing reasonable reserve funds for emergencies and unforeseen contingencies and for the repair and replacement of the Common Areas.

(r) Controlling the use of all Common Areas, including, but not limited to, designating parking spaces thereon for use by Owners and their guests.

(s) Doing such other things and taking such other acts on behalf of the Association as are not inconsistent with the Act, the Declaration or these Bylaws.

Section 15. Managing Agent. The Board may employ a Managing Agent for the Association at a rate of compensation to be established by the Board.

(a) Requirements. The Managing Agent shall be a bona fide business enterprise which manages community associations. Such firm or the Property Manager assigned to the Association shall have a minimum of two (2) years experience in residential community management and shall employ persons possessing a high level of competence in the technical skills necessary for the proper management of the Association. The Managing Agent must be able to advise the Board regarding the administration and operation of the Association, including operating and reserve budgeting, maintenance of the property, Association insurance, accounting, contract negotiation, labor relations and Association regulation.

Whenever the management agent has the responsibility for handling or administering funds of the Association, the management agent shall be required to maintain fidelity bond coverage for all of its principals, officers, employees and agents who have access to or who handle or who are responsible for or who administer funds of the Association. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to 3 months' aggregate assessments on all Lots plus reserve funds. This amount shall be determined by the auditor's balance sheet. Such fidelity bonds shall include coverage for principals, officers and directors of the Managing Agent if any of these persons handle or have signature authority over the Association's funds and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association. The Managing Agent shall also provide the Association with certificates evidencing workers compensation, liability and

property damage insurance as well as any errors and omissions insurance (or a statement that the managing agent has no errors and omissions insurance coverage) in amounts determined by the Board of Directors.

(b) Duties. The Managing Agent shall perform such duties and services as the Board shall authorize, including but not limited to the duties listed in paragraphs (a), (c), (d), (e), (l), (m), (n) and (s) of Section 14 of Part C of this Article III. The Board may delegate to the Managing Agent all of the powers granted to the Board by these Bylaws other than the powers set forth in paragraphs (b), (f), (g), (h), (i), (j), (k), (o), (p) (q) and (r) of Section 14 of Part C of this Article III. The Managing Agent shall perform the obligations, duties and services relating to management of the property, the right of mortgagees and the maintenance of reserve funds in compliance with the provisions of these Bylaws.

(c) Standards. The Board shall impose appropriate standards of performance upon the Managing Agent including, but not limited to, the items listed in this subsection, unless the Managing Agent is instructed otherwise by the Board:

(1) either the accrual or the cash flow methods of accounting shall be employed as determined from time to time by the Board, and expenses required by these Bylaws to be charged to more than one, but less than all Owners shall be accounted for and reported separately;

(2) two or more persons shall be responsible for handling cash to maintain adequate financial control procedures;

(3) cash accounts of the Association shall not be commingled with any other accounts;

(4) the Managing Agent shall not have sole signature authority over the Association's reserve accounts, and all such accounts shall require a minimum of two signatures to withdraw or transfer funds, one of which must be a member of the Board of Directors;

(5) no remuneration or gifts of any kind or nature, whether in the form of commissions, finder's fees, service fees, or otherwise, shall be accepted by the Managing Agent from vendors, independent contractors or others providing goods or services to the Association without the written consent of the Board; any discounts received shall inure to the benefit of the Association;

(6) any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(7) the Managing Agent shall pay the Association's obligations in a timely manner. If any obligation is not paid in a timely manner and late fees, penalties or interest or other such charges are incurred, the Agent shall be responsible for the payment of such charges, unless the late payment of the obligation is the result of insufficient funds in the Association's account of

which the Management Agent had informed the Board in writing at least five (5) business days prior to the date upon which the payment in question became past due;

- (8) a monthly financial report shall be prepared for the Association containing:
- (A) a Statement of Operations reflecting all income and expense activity for the preceding month;
 - (B) a General Ledger reflecting all receipt and disbursement activity for the preceding month;
 - (C) a Disbursement Journal reflecting all disbursements from the preceding month;
 - (D) an Account Status Report reflecting the status of all accounts in the "actual" versus "projected or budgeted" format;
 - (E) a Balance Sheet reflecting the financial condition of the Association on an unaudited basis;
 - (F) a Budget Report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding operating reserves or ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and
 - (G) a Delinquency Report listing all Owners who are delinquent in paying Association assessments and describing the status of any actions to collect such assessments (the Delinquency Report may be prepared, in part, by the Association's legal counsel regarding those accounts being handled by counsel).
- (d) Limitations. Any contract with the Managing Agent must provide that it may be terminated without cause on no more than sixty (60) days written notice, and with cause on no more than thirty (30) days written notice, and the term of any such contract shall not exceed one (1) year.

Section 16. Board of Directors as Agent. The Board of Directors shall also have the power to act as agent for the Owners of all of the Lots and for each of them, to manage, control and deal with the interests of such Owners in the Common Areas of the Association to permit the Board of Directors to fulfill all of its powers, rights, functions and duties, except to the extent that the Board's power is otherwise limited by these Bylaws. The Board of Directors shall have the power to act as agent for each Owner, each Mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Association to:

- (a) adjust and settle all claims arising under insurance policies purchased by the Board of Directors;

- (b) execute and deliver releases upon the payment of claims;
- (c) act on their behalf in any condemnation proceeding or action of eminent domain;
- (d) accept and grant easements and licenses.

Section 17. Liability of the Board of Directors, Officers and Committee Members.

(a) The Officers, Directors and Committee members shall not be liable to the Association or any Owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the Officers and Directors from and against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Act, the Declaration or these Bylaws, except to the extent that such liability is satisfied by directors and officers liability insurance. Officers and members of the Board shall have no personal liability with respect to any contract approved by the Board on behalf of the Association. The Association shall indemnify and hold harmless each of the Directors, Officers and members of any committee from and against all liability to others arising out of the due exercise of their responsibilities unless their action shall have been taken in bad faith or contrary to the provisions of the Act, the Declaration or these Bylaws.

(b) The Association shall not be liable for the failure of any services to be obtained by the Association or paid for as a Common Expense, or for injury or damage to persons or property caused by the elements, or Acts of God, or by any Owner, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Common Areas or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Owner for loss or damage by theft or otherwise, or articles which may be stored upon any of the Common Areas. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

Section 18. Common or Interested Directors. Each member of the Board shall exercise his or her powers and duties in good faith and with a view to the interest of the Association. No contract or other transaction between the Association and any of its Directors, or between the Association and any corporation, firm, or association in which any of the Directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such Director is present at the meeting of the Board, whereat the contract or transaction is approved, or because his or her vote is counted for such purpose, if the following conditions exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board, or a majority thereof, or is noted in the minutes and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

A common or interested director may be counted in determining the presence of a quorum at any meeting of the Board of Directors at which any contract or other transaction is approved, and may vote thereat to authorize any contract or other transaction with like force and effect as if he or she were not such director of such other corporation or not so interested.

Section 19. Fidelity Bonds. The Board of Directors shall require adequate blanket fidelity bond insurance to protect against dishonest acts on the part of officers, directors, managers, trustees, employees and volunteers of the Association and all other persons handling or responsible for or administering funds of the Association. The premium on all bonds required herein, except those maintained by the management agent, shall be paid by the Association as a common expense. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Association. Such fidelity bond insurance shall:

- (I) Name the Association as an obligee;
- (II) Be written in an amount not less than the greater of 3 months aggregate assessments on all Lots plus reserve funds or that amount required by the secondary lenders;
- (III) Contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Part D. Committees.

Section 20. Committees. There shall be such ad hoc or standing committees as the Board shall determine from time to time with the powers and the duties that the Board shall authorize. Committee chairpersons and members shall be appointed by the President with the advice and consent of the Board.

Committee activities will be in consonance with a resolution of the Board wherein the purpose and objective of the committee shall be defined. A committee shall not make any contract, agreement or commitment which shall be binding on the Board or the Association, nor promulgate any rule or regulation intended to be enforceable against an Owner, but a committee may recommend the adoption or promulgation of such rule or regulation to the Board of Directors.

Article IV
Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an assistant treasurer, an assistant secretary and such other Officers as in its judgment may be necessary. The President and Vice President must be Owners and members of the Board of Directors. Any other Officers may, but need not, be Owners or members of the Board. Any two offices may be held by the same person, except those of President and Vice President or President and Secretary; however, no officer shall execute, acknowledge or verify any instrument in more than one capacity. Each Officer shall perform such duties as are normally associated with such office in parliamentary organizations, except to the extent inconsistent with the Act, the Declaration or these Bylaws, and shall perform such other duties as may be assigned to such office by resolution of the Board of Directors. If any Officer is unable for any reason to perform the duties of the office, the Board of Directors may appoint another qualified person to act in such Officer's stead on an interim basis.

Section 2. Election of Officers. The Officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Except for death, resignation or removal, the Officers shall hold office until their respective successors shall have been elected by the Board.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Board any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose. Any Officer whose removal has been proposed by the members of the Board shall be given an opportunity to be heard at the board meeting or the special meeting of the Board called for such purpose.

Section 4. President. The President shall: be the chief executive officer of the Association; preside at all meetings of the Association and of the Board; have general and active direction of the business of the Association subject to the control of the Board; see that all orders and resolutions of the Board of Directors are carried into effect; have all the general powers and duties which are incident to the office of president of a non-stock corporation organized under the laws of the State of Maryland, including without limitation, the power to appoint committees, with the advice and consent of the Board, from among the Owners from time to time as the President, in his or her discretion, decides is appropriate to assist him or her in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall: take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other Board member to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be assigned to him or her by the Board or by the President.

Section 6. Secretary. The Secretary, with the assistance of the Managing Agent, shall: cause the keeping of the minutes of all meetings of the Association and of the Board; have charge of such books and papers as the Board may direct; maintain the roster of Owners and mortgagees setting forth the place to which all notices to Owners and mortgages hereunder shall be delivered; record and count all votes taken at meetings of the Association; in general, perform all the duties incident to the office of secretary of a non-stock corporation organized under the laws of the State of Maryland.

Section 7. Treasurer. The Treasurer, with the assistance of the Managing Agent, shall: have the responsibility for the funds and securities of the Association; be responsible for causing the keeping of full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data; be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board; in general, perform all the duties incident to the office of treasurer of a non-stock corporation organized under the laws of the State of Maryland.

Section 8. Execution of Documents. Without the prior authorization of the Board of Directors, all checks, agreements, contracts, deeds and other instruments of the Association for expenditures or obligations in excess of ten percent (10%) of the total annual assessment for common expenses for that fiscal year, except from reserve accounts, shall be executed by one (1) Director and the Managing Agent or by two (2) Directors. All checks, agreements, contracts, deeds and other instruments of the Association for expenditures or obligations of ten percent (10%) or less of the total annual assessment for common expenses for that fiscal year, except from reserve accounts, may be executed by one (1) Director or the Managing Agent. All checks drawn upon or transfer authorizations relating to reserve accounts, shall be executed by two (2) Directors.

Section 9. Compensation of Officers. Officers shall not be compensated for acting as such unless and to the extent the Owners of the Association authorize compensation by a vote of a majority of the total votes of the Association at any meeting duly called for that purpose. Notwithstanding the foregoing, Officers may be reimbursed for reasonable expenses incurred on behalf of the Association, as shall be determined by the Board, subject to a report to be included in the minutes of the Board.

Article V Resale of Lots

Section 1. Notice to Contract Purchaser. An Owner shall provide a contract purchaser of the Owner's Lot with the following information and disclosures not later than twenty (20) days after entering into the contract:

- (a) copies of the Association's Declaration, these Bylaws and the Rules and Regulations;

(b) a resale certificate from either the Board or the Managing Agent;

(c) a statement by the Owner as to whether the Owner has knowledge:

(1) that any alteration to the Lot or Dwelling Unit violates any provisions of the Declaration, these Bylaws or the Rules and Regulations; and

(2) of any violation of the health or building codes with respect to the Lot or Dwelling Unit.

(d) such other disclosures as may be required by Maryland law.

Section 2. Notice to Board of Directors. Upon purchasing a Lot within the Association, the Owner shall supply the Board of Directors or the Managing Agent with a copy of his or her name, address and telephone number, as well as the name and address of the mortgagee holding a first mortgage on the Owner's Lot and his or her mortgage account number. An Owner's failure to provide the Board of Directors or the Managing Agent with this information will render the Owner ineligible to vote at any meeting of the Association until such time as the Owner has complied with this Section.

Article VI

Fiscal Management

Section 1. Fiscal Year. Unless otherwise directed by the Board of Directors, the Association's fiscal year shall be the calendar year.

Section 2. Maintenance and Inspection of the Books and Records.

(a) The books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The books shall be kept with detailed accounts, in chronological order, of receipts, expenditures, and other transactions of the Association. The books and records shall specify the maintenance, repair and service expenses of the Common Areas incurred by the Association.

(b) All books and records kept by or on behalf of the Association, except for those items listed in subsection (c) below shall be made available for examination and copying by an Owner, an Owner's mortgagee, and their respective duly authorized agents or attorneys, during normal business hours, and after reasonable notice.

(c) Books and records of the Association may be withheld from public inspection to the extent that they concern:

1. personnel records;
2. an individual's medical records;
3. an individual's financial records;
4. records relating to business transactions that are currently in negotiation;
5. the written advice of legal counsel; or
6. minutes of a closed meeting of the Board of Directors or other governing body of the Association.

(d) The Association may impose a reasonable charge upon a person desiring to review or copy the books and records.

Section 3. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent auditor whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Association shall furnish its members, and any Mortgagees who have so requested in writing, with an annual financial statement including the income and disbursements of the Association.

Section 4. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or the Vice President, and attested by the Secretary or another Director. All checks shall be executed on behalf of the Association by such officers or agents as are from time to time authorized by the Board of Directors and in compliance with these Bylaws.

Section 5. Seal. The Board of Directors may provide a suitable corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary, or other appropriate person authorized by the Board of Directors.

Article VII Amendments

Section 1. Amending the Bylaws. These Bylaws may be modified or amended by a vote of more than fifty percent (50%) of those present, in person or by proxy or by electronic transmission, at any duly constituted regular or special meeting of the Association (or such higher percentage as may be required by the Act). An Amendment shall not become effective until it is recorded among the Land Records of Baltimore County, Maryland.

Section 2. Proposing Amendments. Amendments to these Bylaws may be proposed by the Board or by petition signed by Owners representing ten percent (10%) of the total eligible votes of the Association, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany the notice of any annual or special meeting of the Association at which such proposed amendment will be considered and or voted upon.

Article VIII Miscellaneous

Section 1. Notices. Unless otherwise provided in these Bylaws all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if deposited in the U.S. Mail with sufficient first class, prepaid postage:

(a) If to an Owner, at the address which the Owner has designated in writing and filed with the Secretary or the Managing Agent, or, if no such address is designated, at the address of the Unit of such Owner. If a Unit is owned by more than one person, each such person who so designates an address in writing to the Secretary or the Managing Agent shall be entitled to receive all notices hereunder.

(b) If to the Association, the Board, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by written notice to the Owners in accordance with this Section.

(c) If to a Mortgagee, said notice shall be sent by registered or certified mail to the respective addresses as designated by them from time to time in writing, to the Board of Directors.

Section 2. Registration with SDAT. The Association shall register with the State Department of Assessments and Taxation (SDAT) by the 15th day of April each year and provide SDAT with the names and mailing addresses of the Association's Officers and Directors as well as the names and mailing addresses of the Association's Managing Agent and resident agent, if any.

Section 3. Right to Inspect, Remove and Correct Violations. Provided that the procedures set forth in Article VIII, Section 2 of the Declaration have been followed, then in the event a violation is not removed or the violation is not otherwise terminated or abated within the time prescribed by the Board, the Association shall have the right, through its agents and employees to enter such Lot and or Dwelling Unit and to take such steps as may be necessary to remove or otherwise terminate or abate such violation, and the costs thereof including all attorney's fees actually incurred thereby may be assessed against the Owner and thereafter said fees shall constitute a lien against the Lot and be collectible in the same manner as an assessment. The Association shall have the further right, through its agents and employees to enter upon and inspect any Lot and or Dwelling Unit at any reasonable time for the purpose of ascertaining whether any violation of the

provisions of the Declaration, Bylaws or Rules and Regulations exist within such Lot and or Dwelling Unit, and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 4. Legal Proceedings. Failure to comply with the terms of the Declaration, these Bylaws and the duly enacted Rules and Regulations shall be grounds for relief, including without limitation, an action to recover sums for money damages, injunctive relief, foreclosure of the lien for non-payment of assessments and any other relief afforded by a Court of competent jurisdiction, all of which relief may be sought by the Association, or by any other Owner. Failure or forbearance by the Association or by an Owner to enforce a provision of the Bylaws, this Declaration or the duly enacted Rules and Regulations shall in no event be deemed a waiver of the right to enforce any provision on any other occasion. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted breach of any of the within covenants or restrictions or any provision of these Bylaws or the Declaration or the Rules and Regulations cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 5. Costs and Attorney's Fees. In any legal proceeding instituted by an Owner, or arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of such proceeding and all attorney's fees actually incurred. In the event that a legal proceeding was not filed against an Owner, but attorney's fees were nonetheless incurred in enforcing these Bylaws, the Declaration or the duly enacted Rules and Regulations against an Owner, the Board may assess all such attorney's fees against the Owner and thereafter said fees shall constitute a lien against that Owner's Lot and be collectible in the same manner as an assessment.

Section 6. Severability. In the event that any part or provision of these Bylaws shall be adjudged unlawful or unenforceable under Maryland law, the remainder of these Bylaws shall nonetheless survive and remain in full force and effect.

Section 7. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

Section 8. Conflicts. These Bylaws are subordinate and subject to all provisions of the Act and the Declaration. All of the terms used in these Bylaws, except where clearly repugnant to the context, shall have the same meaning as the Act and the Declaration. In the event of a conflict between the Declaration and the Bylaws, the Declaration shall control. In the event of a conflict between the Declaration and the Act, the Act shall control.

Section 9. Gender and Grammar. Whenever the context of these Bylaws requires, the singular shall include the plural and the plural shall include the singular. The use of any gender shall be deemed to include all genders.

Section 10. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure by the Board or the Association to enforce it.

Section 11. Homeowners Association Depository. A copy of these Declarations and all other documents as required by Section 11B-112 of the Act shall be deposited in the Homeowners Association Depository located in the Clerk's Office of the Circuit Court of Baltimore County, Maryland.

IN WITNESS WHEREOF, on this 5th day of December, 2007, the Board of Directors on behalf of Twelve Trees Association, Inc. executed the foregoing Amended and Restated Bylaws of Twelve Trees Association, Inc.

TWELVE TREES ASSOCIATION, INC.

By: Wilma J. Brown, President

Attest: Sandra V. Stewart, Secretary

STATE OF MARYLAND

COUNTY OF BALTIMORE

I, William T. Cox Jr a Notary Public in and for the State of Maryland, do hereby certify that Wilma Brown, known to me (or satisfactory proven) to be the person named as the President of Twelve Trees Association, Inc. personally appeared before me in the above-referenced jurisdiction, and as President, and by virtue of the authority vested in him, acknowledged the Amended and Restated Bylaws to be the Act and Deed of the Association.

GIVEN under my hand and seal this 5 day of December, A.D., 2007.

William T. Cox Jr
Notary Public

My Commission Expires: 4-1-2010

CERTIFICATE OF THE SECRETARY OF
TWELVE TREES ASSOCIATION, INC.

I hereby certify that on the 7th day of December 2007th, that I was acting Secretary of Twelve Trees Association, Inc. at the meeting of the Association at which the aforesaid Amendment was approved, and that I was the person authorized pursuant to the Association's Bylaws to count the votes at said meeting. I further certify that said approval was by members having the percentage of votes required by the Bylaws, that the required written notice of the same was mailed to all Owners, and that, accordingly, the aforesaid Amendment shall be effective.

By: Sandra V. Stewart
Secretary

Attest: Walter J. Barr
President

STATE OF MARYLAND

COUNTY OF BALTIMORE

TO WIT:

On this 5 day of December, 2007, before me, a Notary Public in the above-referenced jurisdiction, appeared _____, the Secretary of Twelve Trees Association, Inc. known to me (or satisfactory proven) to be the person whose name is subscribed to the Certificate set forth above for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

William T. Cox Jr.
Notary Public

My Commission Expires:

4-1-2010

Declaration-CCRs
Twelve Trees Association, Inc.

Order: 459ZVP4GW
Address: 19 Yuma Ct
Order Date: 12-09-2019
Document not for resale
HomeWiseDocs

RECORDED
306

THIRD AMENDMENT TO DECLARATION OF COVENANTS

THIS DECLARATION, made on the date hereinafter set forth by Deer Park Estates, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant heretofore on May 2, 1974, executed a Declaration of Covenants relating to property in the Second Election District, County of Baltimore, State of Maryland, which is more particularly described in the attached Schedule A, said Declaration of Covenants being recorded in the Land Records of Baltimore County in Liber 5458, folio 946; and

WHEREAS, Declarant amended said Declaration of Covenants, Conditions and Restrictions on April 30, 1975 by an Amendment to Declaration of Covenants and

WHEREAS, Declarant further amended said Declaration of Covenants by a Second Amendment to Declaration of Covenants dated April 1, 1976; and

WHEREAS, Declarant desires to further amend the said Declaration of Covenants, Conditions and Restrictions in accordance with the authority vested in it in order to reflect Covenants, Conditions and Restrictions relative to "Section Two, Twelve Trees" which Record Plat is recorded in the Land Records of Baltimore County in Plat Book E.H.K., Jr. 39 folio 105.

NOW THEREFORE, the Declarant amends the aforesaid Declaration of Covenants as follows:

1. Article 1, Section 4 as amended by the Second Amendment to Declaration of Covenants, is hereby supplemented to include in the "Common Area" all real property, including the improvements thereto, described as H.O.A. (HOME OWNERS' ASSOCIATION) on the Record Plat of the sub-division known as "Section Two, Twelve Trees" which sub-division is located in the Second Election District of Baltimore County, and which Record Plat being recorded in the Land Records of Baltimore County in Plat Book E.H.K., Jr. folio , the said supplement to the "Common Area" being more particularly described in the attached Schedule B.

TRANSFER TAX NOT REQUIRED
6-2-76
Walter R. Richardson
Director of Finance
Walter R. Richardson
Authorized Signature

Order: 459ZVP4GW
Address: 19 Yuma Ct
Order Date: 12-09-2019
Document not for resale
HomeWiseDocs

307
LSE0046 12301

2. Declarant hereby declares that the "Common Elements" defined in the original Declaration of Covenants, Conditions and Restrictions, and being intended to apply to utility lines within the improved structures, shall be non-existent in "Section Two, Twelve Trees".

3. Declarant hereby declares, and expresses its specific intention, that all of the Covenants, Conditions and Restrictions heretofore established for all the properties described in the aforesaid Schedule A, as amended and modified, are hereby applicable to the Owners in "Section Two, Twelve Trees".

4. Declarant declares, and hereby expresses its specific intent, that the within amendment shall constitute a complete annexation between the Second Re-sub-division of Section One, Twelve Trees and Section Two, Twelve Trees with all of the mutual benefits and responsibilities except as may be modified herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22 day of April, 1976.

WITNESS:

[Signature]
JOHN J. GALLO,

DEER PARK ESTATES, INC.

by *[Signature]* (SEAL)
Jacob Horrow P.A.S.

STATE OF MARYLAND

COUNTY OF BALTIMORE

TO WIT:

I HEREBY CERTIFY that on this 22 day of April, 1976, before me, the subscriber, a Notary Public of the State of Maryland in and for the County of Baltimore aforesaid, personally appeared JACOB HORROW, President of Deer Park Estates, Inc., and made oath in due form of law that he is authorized to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes there

0392*** #04L55E2 9L-22 157
in contained.
0392*** #04L55E2 9L-22 157

AS WITNESS my hand and Notarial Seal.



[Signature]
Notary Public

Order: 459
Address: 19 Yuma Ct
Order Date: 12-09-2019
Document not for resale
HomeWiseDocs

LIBER 5646, PAGE 308

The Brooklyn Savings Bank and the Baltimore Federal Savings and Loan Association, by their signatories to this instrument express their consent thereto as well as their agreement that the terms and conditions set forth therein shall be binding upon any interest which they might have in the properties described herein.

WITNESS
[Signature]
JOHN J. GALLO

BROOKLYN SAVINGS BANK
by *[Signature]* (SEAL)
President And Manager Officer

WITNESS
[Signature]
PAUL J. CASH

INCORPORATED IN MARYLAND
1884
BALTIMORE FEDERAL SAVINGS AND LOAN
[Signature] (SEAL)
VICE PRES

STATE OF NEW YORK
COUNTY OF KINGS

TO WIT:

I HEREBY CERTIFY on this 26th day of April, 1976, before me, the subscriber, a Notary Public of the State of New York in and for the County of Kings aforesaid, personally appeared HARRY A. BAERLEIN, JR. of the Brooklyn Savings Bank and made oath in due form of law that he is authorized to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

AS WITNESS, my hand and Notarial Seal.

JOHN J. GALLO
Notary Public, State of New York
No. 74-6450050
Qualified in Kings County
Commission Expires March 30, 1978

[Signature]
Notary Public

STATE OF MARYLAND
COUNTY OF BALTIMORE

TO WIT:

I HEREBY CERTIFY on this 25th day of MAY, 1976, before me, the subscriber, a Notary Public of the State of Maryland in and for the County of Baltimore aforesaid, personally appeared ROBERT W. REITER, SENIOR Vice Pres of the Baltimore Federal Savings and Loan Association, and made oath in due form of law that he is authorized to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

AS WITNESS, my hand and Notarial Seal.

NOTARY
MORRIS F. MACKAY, JR.
BALTIMORE, MARYLAND
NOTARY PUBLIC

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS
[Signature]
ASSISTANT COUNTY SOLLICITOR

Order: 45927-43-W
Address: 19 Yuma Ct
Order Date: 12-09-2019
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309

FROM THE OFFICE OF
GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.
ENGINEERS
P.O. BOX 6828, TOWSON, MARYLAND 21284

Description of Section One
"Twelve Trees"
22.835 Acres

May 1, 1975
Exhibit "A"
Rev. May 14, 1975

Beginning for the same at the northwest corner of the plat with a recording date of April 27, 1971 entitled: "Plat Four Section Three The Woodlands" and recorded among the Plat Records of Baltimore County in Plat Book O.T.G. 34 folio 127, said point being in the center line of Winands Road (70.00 feet wide), running thence binding on said plat (1) South 9° 10' 08" West 36.19 feet to the south side of said Winands Road, running thence and binding on the south side of Winands Road the three following courses, (2) southwesterly by a curve to the left with the radius of 11,328.65 feet, the distance of 641.63 feet, the chord of said arc being South 82° 48' 44" West 641.74 feet, (3) South 81° 11' 21" West 804.24 feet, and (4) westerly along a curve to the left with a radius of 1465.00 feet a distance of 216.12 feet said curve being subtended by a chord bearing South 76° 57' 47" West 215.92 feet, thence across the cutoff leading to the east side of Deer Park Road as proposed to be widened to 70 feet (5) South 27° 43' 48" West 28.28 feet, thence (6) South 72° 43' 48" West 10.00 feet to the east side of Deer Park Road, 50 feet wide and to intersect the fifth or North 17° 11' 10" West 600.00 foot line in the Articles of Transfer hereinafter referred to, thence binding on part of said fifth line as now surveyed (7) North 17° 16' 22" West 110.00 feet, thence (8) North 72° 43' 48" East 10.00 feet, thence across the cutoff leading to the north side of said Winands Road (9) South 62° 16' 12" East 28.28 feet, thence binding on the north side of said Winands Road the three following courses viz: (10) easterly along a curve to the right with a radius of 1535.00 feet a distance of 226.45 feet said curve being subtended by a chord bearing North 76° 57' 46" East 226.25 feet, (11) North 81° 11' 21" East 804.24 feet, and (12) northeasterly by a curve to the right with the radius of 11,398.65 feet, the distance of 54.16 feet, the chord of said arc being North 81° 19' 31" East 54.16 feet, thence (13) North 10° 15' 10" West 270.03 feet, (14) North 31° 49' 02" West 63.05 feet, (15) South 85° 56' 04" West 325.81 feet, (16) South 47° 09' 26" West 55.90 feet, (17) South 86° 58' 57" West 300.39 feet, (18) North 20° 04' 28" West 92.00 feet to the beginning of the tenth or North 20° 03' 25" West 300.00 foot line of the land

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310
Description of Section One
"Twelve Trees"
21.828 Acres

Rev. May 14, 1975
May 1, 1975
Exhibit "A"
-2-

described in first parcel of Articles of Transfer dated August 29, 1972 from Deer Park Investment Company to Deer Park Estates, Inc. and recorded among the Land Records of Baltimore County in Liber F.W.K. Jr. 5339 folio 198, thence binding on said tenth line thru the thirty-second line of said Articles of Transfer as now surveyed (19) North 20° 04' 28" West 300.00 feet, (20) South 79° 59' 47" West 200.00 feet, (21) South 79° 59' 47" West 185.00 feet, (22) southwesterly by a curve to the left with the radius of 15.00 feet, the distance of 23.56 feet, the chord of said arc being South 34° 59' 47" West 21.21 feet, to the east side of Deer Park Road (50 feet wide), thence binding on said side of said road, (23) North 10° 00' 13" West 80.00 feet, thence leaving said road (24) southeasterly, by a curve to the left with the radius of 15.00 feet, the distance of 23.56 feet, the chord of said arc being South 55° 00' 13" East 21.21 feet, (25) North 79° 59' 47" East 185.00 feet, (26) North 10° 00' 13" West 100.00 feet, (27) North 16° 47' 27" West 177.97 feet, (28) North 30° 49' 04" West 300.00 feet, (29) North 33° 39' 24" East 79.96 feet, (30) North 12° 04' 56" East 200.00 feet to the south side of Lyons Mill Road (40 feet wide), thence binding on the south side of Lyons Mill Road, (31) South 77° 55' 04" East 136.12 feet, and (32) South 83° 10' 04" East 128.88 feet, thence leaving said road (33) southwesterly by a curve to the left with the radius of 15.00 feet, the distance of 23.56 feet, the chord of said arc being South 51° 49' 56" West 21.21 feet, (34) South 06° 49' 56" West 185.00 feet, (35) South 83° 12' 18" East 113.28 feet, (36) North 89° 13' 58" East 113.17 feet, (37) North 00° 46' 02" West 200.00 feet, again binding on the south side of said Lyons Mill Road, (38) North 89° 13' 58" East 100.00 feet, thence leaving said road, (39) South 00° 46' 02" East 200.00 feet, (40) North 89° 13' 58" East 76.33 feet, (41) North 85° 35' 35" East 36.34 feet, thence leaving said outline, (42) South 4° 24' 25" East 186.85 feet, (43) South 2° 49' 00" East 111.64 feet, (44) North 87° 11' 00" East 56.34 feet (45) South 2° 49' 00" East 75.88 feet, (46) North 87° 11' 00" East 137.46 feet, (47) South 3° 30' 34" East 261.16 feet, (48) South 31° 49' 02" East 255.14 feet, (49) North 87° 55' 32" East 344.23 feet to intersect the forty-ninth line of the land described in said first parcel of Articles of Transfer dated August 29, 1972 from Deer Park Investment Company to Deer Park

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Description of Section One
"Twelve Trees"
23.838 Acres

311

Rev. May 15, 1975
May 1, 1975
Exhibit "A"

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Estates, Inc. and recorded among the Land Records of Baltimore County in Liber E.N.K.
Jr. 5339 folio 198; thence binding on a part of said forty-ninth line as now surveyed
(50) South 7° 21' 50" West 155.96 feet, thence leaving said forty-ninth line and
running (51) South 87° 11' 00" West 261.81 feet, thence (52) South 10° 15' 10" East
115.13 feet to intersect the north side of Winands Road, thence binding on said side of
said road (53) easterly by a line curving to the right having a radius of 11,398.65 feet
for the distance of 230.58 feet, the chord of said arc being North 82° 29' 00" East
230.58 feet to intersect the aforementioned forty-ninth line, thence binding on part
of said forty-ninth line as now surveyed (54) South 7° 21' 50" West 32.55 feet, thence
binding on the last line as now surveyed, (55) North 84° 26' 07" East 289.51 feet to
the place of beginning.

Containing 23.838 acres of land more or less.

Being part of the land described in the first parcel of Articles of Transfer
dated August 29, 1972 from Deer Park Investment Company to Deer Park Estates, Inc. and
recorded among the Land Records of Baltimore County in Liber E.N.K. Jr. 5339 folio 198.

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FROM THE OFFICE OF
GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.
ENGINEERS
P.O. BOX 6828, TOWSON, MARYLAND 21204

RECORDED 12347

Description of Part of "Section Two,
Twelve Trees" to be conveyed to the
Home Owners Association
First Parcel Containing 5.411 acres, more or less
Second Parcel Containing 2.243 acres, more or less

January 14, 1976

Revised April 14, 1976
Revised May 13, 1976

Beginning for the first at the intersection of the north side of Winands Road, 70 feet wide, and the west side of Cayuga Road, a private road of irregular width, as shown on a plat entitled "2nd Resubdivision of Section One, Twelve Trees", dated October 20, 1975, and recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.M.K., Jr. 39, folio 5, said point of beginning being designated No. 37 and having the coordinates North 32597.15 and West 58823.76, as shown on said plat, said point of beginning also being designated No. 23 on a plat entitled "Section Two, Twelve Trees", dated November 11, 1975, and intended to be recorded among said Plat Records and running thence leaving Winands Road and binding on part of the outline of said "2nd Resubdivision of Section One, Twelve Trees", also binding on part of the outline of said "Section Two, Twelve Trees" the six following courses viz: (1) North 10° 15' 10" West 270.03 feet, (2) North 31° 49' 02" West 63.05 feet, (3) South 85° 56' 04" West 325.81 feet, (4) South 47° 09' 26" West 55.90 feet, (5) South 86° 58' 57" West 300.39 feet and (6) North 20° 04' 28" West 92.00 feet; thence binding on part of the outline of said "Section Two, Twelve Trees", also binding reversely on the ninth, eighth, seventh and part of the sixth line of the first parcel of land described in Articles of Transfer, dated August 29, 1972, from Dear Park Investment Company to Dear Park Estates, Inc. and recorded among the Land Records of Baltimore County, Maryland in Liber E.M.K., Jr. 5339, folio 198 the four following courses, as now surveyed, viz: (7) South 64° 28' 17" West 260.00 feet, (8) South 11° 43' 13" East 9.74 feet, (9) South 17° 12' 13" East 300.00 feet, and (10) South 72° 42' 13" West 189.97 feet to the east side of Dear Park Road as proposed to be widened to 70 feet, (11) binding on said east side of Dear Park Road South 17° 16' 12" East 35.00 feet to a point designated No. 33 on said

SCHEDULE B

Order: 459ZVP4GW
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1000666-100913

Description of Part of "Section Two,
Twelve Trees" to be conveyed to the
Home Owners Association
First Parcel Containing 5.411 acres, more or less
Second Parcel Containing 2.243 acres, more or less

January 14, 1976

-2-

Revised April 14, 1976
Revised May 13, 1976

plat of "2nd Resubdivision of Section One, Twelve Trees"; thence leaving said Deer
Park Road and binding on the cutoff from said east side of Deer Park Road to said
north side of Winands Road and binding on said north side of Winands Road as shown on
said plats of "2nd Resubdivision of Section One, Twelve Trees" and "Section Two, Twelve
Trees" the four following courses, viz: (12) South 62° 16' 12" East 28.28 feet, (13)
easterly along a curve to the right with a radius of 1535.00 feet for a distance of
226.45 feet, said curve being subtended by a chord bearing North 76° 57' 46" East 226.25
feet, (14) North 81° 11' 21" East 804.24 feet and (15) easterly along a curve to the
right with a radius of 11398.65 feet for a distance of 54.16 feet, said curve being
subtended by a chord bearing North 81° 19' 31" East 54.16 feet to the point of beginning.

Containing 7.933 acres of land, more or less.

Saving and excepting therefrom all of the lots numbered 1 through 52 containing
2.522 acres, more or less, as shown on the plat entitled "Section Two, Twelve Trees",
dated November 11, 1975, and intended to be recorded.

The net area of the above herein described first parcel is 5.411 acres of land,
more or less.

Beginning for the second at a point designated No. 16 and having the coordinates
North 33350.72 and West 58970.20 as shown on a plat entitled "2nd Resubdivision of
Section One, Twelve Trees", dated October 20, 1975, and recorded among the Plat Records
of Baltimore County, Maryland, in Plat Book E.H.K., Jr. 39, folio 5, said point of
beginning also being designated No. 9 on a plat entitled "Section Two, Twelve Trees",
dated November 11, 1975, and intended to be recorded and running thence binding on part
of the outline of said "2nd Resubdivision of Section One, Twelve Trees", also binding
on part of the outline of "Section Two, Twelve Trees" the four following courses, viz:
(1) South 87° 11' 00" West 137.66 feet, (2) North 2° 49' 00" West 75.88 feet, (3)
South 87° 11' 00" West 56.34 feet and (4) North 2° 49' 00" West 131.64 feet, (5) for

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Description of Part of "Section Two,
Twelve Trees" to be conveyed to the
Boat Owners Association
First Parcel Containing 5.411 acres, more or less
Second Parcel Containing 2.243 acres, more or less

January 16, 1976

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Revised April 14, 1976
Revised May 13, 1976

part of the distance binding on part of the outline of said "2nd Resubdivision of Section One, Twelve Trees" and for the remainder of the distance binding on the thirty-third or North 4° 24' 10" West 185.00 foot line of the first parcel of land described in Articles of Transfer, dated August 29, 1972, from Deer Park Investment Company to Deer Park Estates, Inc. and recorded among the Land Records of Baltimore County, Maryland in Liber F.H.K., Jr. 5339, folio 198, also for all of the distance binding on part of the outline of said "Section Two, Twelve Trees", in all, as now surveyed, North 4° 24' 25" West 371.85 feet, (6) binding on part of the thirty-fourth line of said Articles of Transfer, also binding on part of the outline of said "Section Two, Twelve Trees", as now surveyed, northwesterly along a curve to the left with a radius of 15.00 feet for a distance of 5.10 feet, said curve being subtended by a chord bearing North 14° 08' 33" West 5.07 feet to the south side of Lyons Mill Road as proposed to be widened to 70 feet and as shown on said plat of "Section Two, Twelve Trees", (7) binding on said south side of Lyons Mill Road North 85° 35' 35" East 51.72 feet; thence leaving Lyons Mill Road and binding on part of the thirty-sixth line, all of the thirty-seventh line, and part of the thirty-eighth line of said Articles of Transfer, also binding on part of the outline of said "Section Two, Twelve Trees" the three following courses as now surveyed, viz: (8) southeasterly along a curve to the left with a radius of 15.00 feet for a distance of 5.10 feet, said curve being subtended by a chord bearing South 5° 19' 43" West 5.07 feet, (9) South 4° 24' 25" East 185.00 feet and (10) North 85° 35' 35" East 246.32 feet; thence binding on part of the outline of said "Section Two, Twelve Trees" the three following courses viz: (11) South 2° 49' 00" East 484.67 feet, (12) South 87° 11' 00" West 96.22 feet, and (13) North 3° 30' 34" West 82.15 feet to the point of beginning.

Containing 2.976 acres of land, more or less.

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1440048 1103 1-5

Description of Part of "Section Two, Twelve Trees" to be conveyed to the Home Owners Association
First Parcel Containing 1.11 acres, more or less
Second Parcel Containing 2.743 acres, more or less

January 16, 1976
Revised April 14, 1976
Revised May 13, 1976

Saving and excepting therefrom all of the lots numbered 53 through 68 containing 0.733 acres, more or less, as shown on the plat entitled "Section Two, Twelve Trees", dated November 11, 1975, and intended to be recorded.

The net area of the above herein described second parcel is 2.743 acres of land, more or less.

Being part of the land described in the first parcel of Articles of Transfer dated August 29, 1972, from Deer Park Investment Company to Deer Park Estates, Inc. and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. 5339, folio 198.

Being also part of a plat entitled "Section Two, Twelve Trees", dated November 11, 1975, and intended to be recorded.

Subject to any and all Drainage and Utility Easements as shown on the above described plat of "Section Two, Twelve Trees".

301
Rec'd for record JUN 22 1976
Per Elmer H. Kahlino, Jr. Clerk
Call to [Signature] 2200

Order: 459ZVP4GW
Address: 19 Yuma Ct
Order Date: 12-09-2019
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AGREEMENT

THIS AGREEMENT, Made this 15th day of September 1977 by and between BALTIMORE COUNTY, MARYLAND, a body corporate and politic, hereinafter referred to as "County" and Dear Park Estates, Inc.

hereinafter referred to as "Owner/Developer."

WHEREAS, the Owner/Developer is the owner of a tract or parcel of ground located in the 2nd Election District of Baltimore County recorded among the Land Records of Baltimore County, Liber E.H.K. Jr No. 5339 Folio 198 and is in the process of the development of same; and

WHEREAS, the Owner/Developer is desirous of proceeding with the submission of plans and/or plats for the said development known and designated as Twelve Trees - Section Three subdivision; and

WHEREAS, the Secretary of Health and Mental Hygiene of the State of Maryland executed an Order dated February 10, 1975, as modified by Orders dated May 20, 1975, August 12, 1975 and August 13, 1976 affecting development in the area covered by said Order or modification thereof; and

WHEREAS, the Owner/Developer in full recognition and understanding of the aforesaid Order, as modified as above indicated, desires to proceed with the development of said subdivision under the following conditions, covenants, stipulations, agreements and terms.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, and other good and valuable consideration, the existence and adequacy of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. The County hereby agrees to process the plans and/or plats for the development of land known and designated as Twelve Trees - Section Three subdivision on the terms and conditions which the Owner/Developer agrees, as hereinafter set forth to perform and/or be obligated for the performance thereof.

2. That the Owner/Developer hereby acknowledges his understanding and acceptance of the terms, provisions and stipulations contained in the

Order of the Secretary of Health and Mental Hygiene of the State of Maryland dated February 10, 1975, and as modified by Orders dated May 20, 1975, August 12, 1975 and August 13, 1976 and further covenants to abide thereby.

3. That the Owner/Developer hereby acknowledges and agrees that the approval and/or processing of such plans and/or plats by Baltimore County, Maryland, by and through its agents, servants and employees, does not establish any vested rights in the Owner/Developer or establish any responsibility or liability upon the County for any work performed, money spent or benefits derived by the Owner/Developer in the processing of said plans and/or plats.

4. That the processing of such plans and/or plats is on the basis of County policies in effect during the aforementioned processing procedure and all such plans and/or plats are and will be subject to any and all changes in County policy that may be in effect at such time as a public works agreement is prepared and presented to the Owner/Developer for execution and finally executed by the County.

5. That the Owner/Developer understands, covenants and agrees to indemnify and hold harmless Baltimore County, Maryland, its agents, servants and employees, from any and all claims, damages, penalties or charges arising from any claims, suits or causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or equity, which might arise or be claimed, now or in the future, by reason of the processing of the plans and/or plats hereinabove referred to.

6. That the Owner/Developer hereby agrees to pay the recording costs for recording of this agreement.

AS WITNESS, the hands and seals of the proper officials/persons which are a party to this Agreement on the day and year first above written.

ATTEST:

Charles E. Lieb _____ (SEAL)
DEER PARK ESTATES, INC.
Jacob Morrow _____ (SEAL)
Jacob Morrow, President

(SEAL)

BALTIMORE COUNTY, MARYLAND

J. Hill

BY: *[Signature]* (SEAL)
County Executive

APPROVED: *12/20/76*

[Signature]
Department of Public Works

Approved as to form:

[Signature]
Assistant County Solicitor

Approved as to legal sufficiency:

[Signature]
Assistant County Solicitor *1/6/77*

056**** 343 272 LL-11 MW
056**** 343 272 LL-11 MW

Rec'd for record JAN 11 1977 at *11:42*
Per *Wm L. Kalline, Jr.* Clerk
Mail to *Division of Land Development*
Receipt No. *9150*

FOURTH AMENDMENT TO DECLARATION OF COVENANTS

THIS DECLARATION, made on the date hereinafter set forth by Deer Park Estates, Inc., hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS, Declarant heretofore on May 2, 1974, executed a Declaration of Covenants relating to property in the Second Election District, County of Baltimore, State of Maryland, which is more particularly described in the attached Schedule A, said Declaration of Covenants being recorded in the Land Records of Baltimore County in Liber 5458, folio 946; and

WHEREAS, Declarant amended said Declaration of Covenants, Conditions and Restrictions on April 30, 1975 by an Amendment to Declaration of Covenants the said Amendment being recorded in the Land Records of Baltimore County in Liber 5529, folio 427; and

WHEREAS, Declarant further amended said Declaration of Covenants by a Second Amendment to Declaration of Covenants dated April 1, 1976, the said Amendment being recorded in the Land Records of Baltimore County in Liber 5634, folio 416; and

WHEREAS, Declarant further amended said Declaration of Covenants by a Third Amendment to Declaration of Covenants dated April 22, 1976, the said Amendment being recorded in the Land Records of Baltimore County in Liber 5646, folio 306; and

WHEREAS, Declarant desires to further amend the said Declaration of Covenants, Conditions and Restrictions in accordance with the authority invested in it in order to reflect Covenants, Conditions and Restrictions relative to "Section Three, Twelve Trees" which Record Plat is recorded in the Land Records of Baltimore County in Plat Book, E.H.K., Jr. 41, folio 10

NOW THEREFORE, the Declarant amends the aforesaid Declaration of Covenants as follows:

- Article I, Section 4 as amended by the Third Amendment to Declaration of Covenants, is hereby supplemented to include in the "Common Area" all real property, including the improvements thereto, described as Home Owner's Association property on the Record Plat of the sub-division known as "Section Three, Twelve Trees" which sub-division is located in the Second Election District of Baltimore County, and which Record Plat being recorded in the Land Records of Baltimore County in Plat Book E.H.K., Jr. folio

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TRANSFER TO REGISTERED

W/ 12-10-77

Per: *[Signature]*
Notary Public
for: *[Signature]*
Declarant

the said supplement to the "Common Area" being more particularly described in the attached Schedule C.

2. Declarant hereby declares that the "Common Elements" defined in the original Declaration of Covenants, Conditions and Restrictions, and being intended to apply to utility lines within the improved structures, shall be non-existent in "Section Three, Twelve Trees".

3. Declarant hereby declares, and expresses its specific intention that all of the Covenants, Conditions and Restrictions heretofore established for all the properties described in the aforesaid Schedule A, as amended and modified, are hereby applicable to the Owners in "Section Three, Twelve Trees".

4. Declarant declares, and hereby expresses its specific intent, that the within amendment shall constitute a complete annexation between the Second Resub-division of Section One, Twelve Trees, Section Two, Twelve Trees and Section Three, Twelve Trees with all of the mutual benefits and responsibilities except as may be modified herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 23 day of Sep 1976.

WITNESS:

DEER PARK ESTATES, INC.

Thomas M. Bryant

BY *Jacob Morrow* (SEAL)
Jacob Morrow President

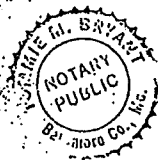
STATE OF MARYLAND

COUNTY OF BALTIMORE

TO WIT:

I HEREBY CERTIFY that on this 23 day of Sep 1976, before me the subscriber, a Notary Public of the State of Maryland in and for the County of Baltimore Aforesaid, personally appeared JACOB MORROW, President of Deer Park Estates, Inc., and made oath in due form of law that he is the authorized party to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Thomas M. Bryant
Notary Public

My Commission expires *July 1, 1975*

The Brooklyn Savings Bank and the Baltimore Federal Savings and Loan Association, by their signatories to this instrument express their consent there to as well as their agreement that the terms and conditions set forth therein shall be binding upon any interest which they might have in the properties described herein.

WITNESS: [Signature] BROOKLYN SAVINGS BANK (SEAL) [Signature] John J. Gallo, Asst. Secretary
[Signature] BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION (SEAL) [Signature] James C. McEury, Vice President

STATE OF _____ COUNTY OF _____ TO WIT:

I HEREBY CERTIFY on this _____ day of _____, 1976 before me the subscriber, a Notary Public of the State of _____ in and for the County of _____ aforesaid, personally appeared _____ of the Brooklyn Savings Bank and made oath in due form of law that he is authorized to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

As Witness my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires _____

STATE OF MARYLAND COUNTY OF BALTIMORE TO WIT:

I HEREBY CERTIFY on this 11 day of October, 1976, that before me, the subscriber, a Notary Public of the State of Maryland in and for the County of Baltimore, aforesaid, personally appeared James C. McEury, Vice President of Baltimore Federal Savings and Loan Association, and made oath in due form of law that he is authorized to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

As Witness, My hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires 12/1/75

Description of Section One
"Twelve Tracts"
22.835 Acres

May 1, 1975
Exhibit "A"
Rev. May 14, 1975

Beginning for the same at the northwest corner of the plat with a recording date of April 27, 1971 entitled: "Plat Four Section Three The Woodlands" and recorded among the Plat Records of Baltimore County in Plat Book O.T.G. 34 folio 127, said point being in the center line of Winands Road (70.00 foot wide), running thence binding on said plat (1) South $9^{\circ} 10' 08''$ West 36.19 feet to the south side of said Winands Road, running thence and binding on the south side of Winands Road the three following courses, (2) southeasterly by a curve to the left with the radius of 11,328.65 feet, the distance of 641.83 feet, the chord of said arc being South $82^{\circ} 48' 44''$ West 641.74 feet, (3) South $81^{\circ} 11' 21''$ West 804.24 feet, and (4) westerly along a curve to the left with a radius of 1465.00 feet a distance of 216.12 feet said curve being subtended by a chord bearing South $76^{\circ} 57' 47''$ West 215.92 feet, thence across the cutoff leading to the east side of Deer Park Road as proposed to be widened to 70 feet (5) South $27^{\circ} 43' 48''$ West 28.28 feet, thence (6) South $72^{\circ} 43' 48''$ West 10.00 feet to the east side of Deer Park Road, 50 foot wide and to intersect the fifth or North $17^{\circ} 11' 10''$ West 600.00 foot line in the Articles of Transfer hereinafter referred to, thence binding on part of said fifth line as now surveyed (7) North $17^{\circ} 16' 12''$ West 110.00 feet, thence (8) North $72^{\circ} 43' 46''$ East 10.00 feet, thence across the cutoff leading to the north side of said Winands Road (9) South $62^{\circ} 16' 12''$ East 28.28 feet, thence binding on the north side of said Winands Road the three following courses viz: (10) easterly along a curve to the right with a radius of 1575.00 feet a distance of 226.45 feet said curve being subtended by a chord bearing North $76^{\circ} 57' 46''$ East 226.25 feet, (11) North $81^{\circ} 11' 21''$ East 804.24 feet, and (12) northeasterly by a curve to the right with the radius of 11,328.65 feet, the distance of 54.16 feet, the chord of said arc being North $81^{\circ} 19' 31''$ East 54.16 feet, thence (13) North $10^{\circ} 15' 10''$ West 270.03 feet, (14) North $71^{\circ} 49' 02''$ West 63.05 feet, (15) South $05^{\circ} 56' 04''$ West 325.01 feet, (16) South $47^{\circ} 09' 26''$ West 55.90 feet, (17) South $86^{\circ} 50' 57''$ West 300.39 feet, (18) North $20^{\circ} 04' 28''$ West 92.00 feet to the beginning of the tenth or North $20^{\circ} 03' 25''$ West 300.00 foot line of the land Schedule A

Description of Section One
"Twelve Traces"
22.215 Acres

LIBER 5724 PAGE 163

Rev. May 14, 1975
May 1, 1975
Exhibit "A"

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described in first parcel of Articles of Transfer dated August 29, 1972 from Deer Park Investment Company to Deer Park Estates, Inc. and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. 5339 folio 198, thence binding on said tenth line thru the thirty-second line of said Articles of Transfer as now surveyed (19) North 20° 04' 20" West 300.00 feet, (20) South 79° 59' 47" West 200.00 feet, (21) South 79° 59' 47" West 185.00 feet, (22) southwesterly by a curve to the left with the radius of 15.00 feet, the distance of 23.56 feet, the chord of said arc being South 34° 59' 47" West 21.21 feet, to the east side of Deer Park Road (50 feet wide), thence binding on said side of said road, (23) North 10° 00' 13" West 80.00 feet, thence leaving said road (24) southeasterly, by a curve to the left with the radius of 15.00 feet, the distance of 23.56 feet, the chord of said arc being South 55° 00' 13" East 21.21 feet, (25) North 79° 59' 47" East 185.00 feet, (26) North 10° 00' 13" West 100.00 feet, (27) North 16° 47' 27" West 177.92 feet, (28) North 30° 49' 04" West 300.00 feet, (29) North 33° 39' 24" East 79.96 feet, (30) North 12° 04' 56" East 300.00 feet to the south side of Lyons Hill Road (40 feet wide), thence binding on the south side of Lyons Hill Road, (31) South 77° 55' 04" East 136.12 feet, and (32) South 83° 10' 04" East 128.88 feet, thence leaving said road (33) southwesterly by a curve to the left with the radius of 15.00 feet, the distance of 23.56 feet, the chord of said arc being South 51° 49' 56" West 21.21 feet, (34) South 06° 49' 56" West 185.00 feet, (35) South 83° 12' 18" East 313.28 feet, (36) North 89° 13' 58" East 113.17 feet, (37) North 00° 46' 02" West 200.00 feet, again binding on the south side of said Lyons Hill Road, (38) North 89° 13' 58" East 100.00 feet, thence leaving said road, (39) South 00° 46' 02" East 200.00 feet, (40) North 89° 13' 58" East 76.33 feet, (41) North 85° 35' 35" East 36.34 feet, thence leaving said outline, (42) South 4° 24' 25" East 186.85 feet, (43) South 2° 49' 00" East 131.64 feet, (44) North 87° 11' 00" East 56.34 feet (45) South 2° 49' 00" East 75.88 feet, (46) North 87° 11' 00" East 137.46 feet, (47) South 3° 30' 34" East 261.16 feet, (48) South 31° 49' 02" East 255.14 feet, (49) North 87° 55' 32" East 344.23 feet to intersect the forty-ninth line of the land described in said first parcel of Articles of Transfer dated August 29, 1972 from Deer Park Investment Company to Deer Park

Order: 459ZVP4GW
Address: 19 Yuma Ct
Order Date: 12-09-2019
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Description of Section One
"Ovalva Troos"
22.333 Acres

LIGER 5724 PAGE 164

Rev. May 14, 1975
May 1, 1975
Exhibit "A"

-3-

Estates, Inc. and recorded among the Land Records of Baltimore County in Liber E.H.K.
Jr. 5339 folio 198, thence binding on a part of said forty-ninth line as now surveyed
(50) South 7° 21' 50" West 155.96 feet, thence leaving said forty-ninth line and
running (51) South 87° 11' 00" West 261.81 feet, thence (52) South 10° 15' 10" East
115.13 feet to intersect the north side of Winands Road, thence binding on said side of
said road (53) easterly by a line curving to the right having a radius of 11,398.65 feet
for the distance of 230.59 feet, the chord of said arc being North 82° 29' 00" East
230.58 feet to intersect the aforementioned forty-ninth line, thence binding on part
of said forty-ninth line as now surveyed (54) South 7° 21' 50" West 31.55 feet, thence
binding on the last line as now surveyed (55) North 84° 26' 40" East 289.51 feet to
the place of beginning.

Containing 22.333 acres of land more or less.

Being part of the land described in the first parcel of Articles of Transfer
dated August 29, 1972 from Dear Park Investment Company to Dear Park Estates, Inc. and
recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. 5339 folio 198.

Order: 459ZVZGW
Address: 19 Yoma Ct
Order Date: 12-09-2019
Document not for resale
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FROM THE OFFICE OF
GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.
ENGINEERS
P.O. BOX 6828, TOMSON, MARYLAND 21201

LIBER 5724 PAGE 65

Description of Part of "Section Three, Twelve Trees" to be conveyed to the Homeowners Association 6.1581 acres, more or less
September 14, 1976

beginning for the same at a point designated No. 18-A on the outline of a plat entitled "2nd Resubdivision of Section One, Twelve Trees", dated October 20, 1975 and recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. 20, folio 175; said point being on the west side of Kings Point Road as proposed to be widened to 60 feet and running thence leaving Kings Point Road and binding on the outline of said plat the three following courses, viz: (1) South 2° 55' 27" West 303.68 feet, (2) binding on the easterly side of Cayuga Road, a private driveway shown on said plat North 71° 49' 02" West 255.14 feet, (3) still binding on the easterly side of Cayuga Road North 7° 20' 14" West 179.01 feet to a point designated No. 18 on a plat entitled "Section Two, Twelve Trees", dated November 11, 1975 and recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. 20, folio 175; thence leaving Cayuga Road and binding on the outline of said last described plat the two following courses, viz: (4) North 87° 11' 03" East 26.72 feet and (5) North 2° 49' 09" West 484.67 feet to the thirty-ninth or North 8° 35' 50" West 301.99 feet line of the first parcel of land described in Articles of Transfer dated August 29, 1972 from Deer Park Investment Company to Deer Park Estates, Inc. and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. 20, folio 199; thence binding on part of said thirty-ninth line, all of the thirty-ninth and part of the fortieth line of the first parcel of said Articles of Transfer the three following courses, as now surveyed, viz: (6) North 85° 35' 35" East 57.58 feet, (7) North 83° 18' 47" East 129.63 feet and (8) North 5° 27' 20" West 119.32 feet; thence binding on the south side of Lyons Mill Road as proposed to be widened to 70 feet the two following courses, viz: (9) North 54° 27' 12" East 64.77 feet, and (10) easterly along a curve to the right with a radius of 894.03 feet for a distance of 35.43 feet, said curve being subtended by a chord bearing North 85° 11' 44.5" East 75.43 feet; thence leaving Lyons Mill Road and binding on part of the forty-second and all of the forty-third line of the first parcel of said Articles of Transfer the two following courses,

Schedule C

Order: 459ZVP4GW
Address: 19 Yuma Ct.
Order Date: 12-09-2019
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Description of Part of "Section Three, Twelve Trees" to be Conveyed to the Homeowners Association September 14, 1976
6.1584 acres, more or less

as now surveyed, viz: (11) South 4° 15' 23" East 190.01 feet and (12) North 89° 39' 05" East 133.30 feet; thence for a new line of division (13) South 42° 38' 10" East 9.68 feet to the west side of Kings Point Road as proposed to be widened to 60 feet, (14) thence on said west side of Kings Point Road South 7° 21' 50" West 316.37 feet to the point of beginning.

Containing 4.541 acres of land, more or less

saving and excepting therefrom all of the lots numbered (14) through (22) containing 1.1634 acres, more or less, as shown on a plat entitled "Section Three, Twelve Trees", dated September 1976 and intended to be recorded among the Plat Records of Baltimore County, Maryland.

The net area of the above herein described parcel is 6.1584 acres of land, more or less.

Being part of the land described in the first parcel of Articles of Transfer dated August 29, 1972 from Deer Park Investment Company to Deer Park Estates, Inc. and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. 5379, folio 198.

Being also part of a plat entitled "Section Three, Twelve Trees", dated September 1976 and intended to be recorded among the Plat Records of Baltimore County, Maryland

subject to any and all utility and drainage easements shown on the above described plat of "Section Three, Twelve Trees".

Rec'd for record FEB 10 1977
Per Elmer H. Kahline, Jr. Clerk
Mail to G.W. Stephens & Assoc. Inc.
Receipt No. 2300

A G R E E M E N T

THIS AGREEMENT, Made this 15th day of May, 1978, by and between BALTIMORE COUNTY, MARYLAND, a body corporate and politic, hereinafter referred to as "County" and Coor Park Estates, Inc.

hereinafter referred to as "Owner/Developer".

WHEREAS, the Owner/Developer is the owner of a tract or parcel of ground located in the 2nd Election District of Baltimore County, Maryland, recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. No. 5339 Folio 198 and is in the process of the development of same; and

WHEREAS, the Owner/Developer is desirous of proceeding with the submission of plans and/or plats for the said development known and designated as Twelve Trees - Section Four & Five subdivision; and

WHEREAS, the Secretary of Health and Mental Hygiene of the State of Maryland executed an Order dated February 10, 1975, as modified by Orders dated May 20, 1975, August 12, 1975 and August 13, 1976 affecting development in the area covered by said Order or modification thereof; and

WHEREAS, the Owner/Developer in full recognition and understanding of the ~~aforementioned~~ Order, as modified as above indicated, desires to proceed with the development of said subdivision under the following conditions, covenants, stipulations, agreements and terms.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, and other good and valuable consideration, the existence and adequacy of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. The County hereby agrees to process the plans and/or plats for the development of land and designated as Twelve Trees - Section Four & Five subdivision on the terms and conditions which the Owner/Developer agrees, as hereinafter set forth, to perform and/or be obligated for the performance thereof.

2. That the Owner/Developer hereby acknowledges his understanding of the terms, provisions and stipulations contained in the aforementioned Order of the Secretary of Health and Mental Hygiene of the State of Maryland dated February 10, 1975, and as modified by Orders dated May 20, 1975, August 12, 1975 and August 13, 1976 and further covenants to abide thereby.

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Address: 19 Yuma Ct
Order Date: 12-09-2019
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3. That the Owner/Developer hereby acknowledges and agrees that the approval and/or processing of such plans and/or plats by County through its agents, servants and employees, does not establish any vested rights in the Owner/Developer or establish any responsibility or liability upon the County for any work performed, money spent or benefits derived by the Owner/Developer in the processing of said plans and/or plats.

4. That the processing of such plans and/or plats is on the basis of County policies in effect during the aforementioned processing procedure and all such plans and/or plats are and will be subject to any and all changes in County policy that may be in effect at such time as a public works agreement is prepared and presented to the Owner/Developer for execution and finally executed by the County.

5. That the Owner/Developer understands, covenants and agrees that:

(a) County, its agents, servants and employees shall not be liable, in any way, to Owner/Developer for any damages, penalties or charges whatsoever, or any expenses arising therefrom, which might arise or be claimed by Owner/Developer now or in the future, by reason of the County's processing of the hereinabove referred to plans and/or plats; and

(b) Owner/Developer shall indemnify and hold harmless County, its agents, servants and employees from any damages, penalties or charges, whatsoever, and any expenses arising therefrom which might arise or be claimed, now or in the future, as a result of any fraudulent action, misrepresentation or non-disclosure of a material fact by Owner/Developer in connection with County's processing of the hereinabove referred to plan and/or plats.

6. That the Owner/Developer hereby agrees to pay the costs of recording this Agreement.

AS WITNESS, the hands and seals of the parties of this Agreement on the day and year first above written.

ATTEST:

[Signature]

DEER PARK ESTATES, INC.

[Signature]

By _____ (SEAL)

Jacob Morrow, President

By _____ (SEAL)

By _____ (SEAL)

By _____ (SEAL)

BALTIMORE COUNTY, MARYLAND

[Signature]

By *[Signature]* (SEAL)
County Executive 6/5/78

APPROVED:

[Signature]
Department of Public Works 6/1/78

0711.000
0711.000

Approved as to form:

[Signature]

Assistant County Solicitor 4/1/78

Approved as to legal sufficiency:

[Signature]

Assistant County Solicitor 4/1/78

Rec'd for record JUN 20 1978 at 11:16 AM

Per Elmer H. Kahlino, Jr., Clerk.

Order: 4011
Address: 19 Furness St
Receipt No. 774

FIFTH AMENDMENT TO DECLARATION OF COVENANTS

This Declaration, made on the date hereinafter set forth by Deer Park Estates, Inc., hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant heretofore on May 2, 1974, executed a Declaration of Covenants relating to property in the Second Election District, County of Baltimore, State of Maryland, said Declaration being recorded in the Land Records of Baltimore County in Liber 5458, folio 946; and

WHEREAS, Declarant amended said Declaration of Covenants, Conditions and Restrictions on April 30, 1975 by an Amendment to Declaration of Covenants, the said Amendment being recorded in the Land Records of Baltimore County in Liber 5529, folio 427; and

WHEREAS, Declarant further amended said Declaration of Covenants by a Second Amendment to Declaration of Covenants dated April 1, 1976, the said Amendment being recorded in the Land Records of Baltimore County in Liber 5634, folio 416; and

WHEREAS, Declarant further amended said Declaration of Covenants by a Third Amendment to Declaration of Covenants dated April 22, 1976, the said Amendment being recorded in the Land Records of Baltimore County in Liber 5646, folio 306; and

WHEREAS, Declarant further amended said Declaration of Covenants by a Fourth Amendment to Declaration of Covenants dated September 23, 1976, the said Amendment being recorded in the Land Records of Baltimore County in Liber 5724, folio 159; and

WHEREAS, Declarant desires to further amend the said Declaration of Covenants, Conditions and Restrictions in accordance with the authority vested in it in order to reflect certain additional Conditions and Restrictions.

TRANSFER TAX NOT REQUIRED

Walter R. Richter, Jr.

Director of Tax

DEPARTMENT OF REVENUE

Per: *Gloria J. Colburn*

10-34-77 Authorized Signature *Gloria J. Colburn*

6257**** 200206 2 82-02-123

Order: 459ZVP4GW
Address: 19 Yuma Ct
Order Date: 12-09-2019
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NOW THEREFORE, the Declarant amends the aforesaid Declaration of Covenants as follows:

1. Article V is hereby amended by adding the following new section:
Section 10 - Notwithstanding anything to the contrary contained herein, Declarant shall be required to pay unto the Association twenty five percent (25%) of the fixed uniform assessment for each lot owned by the Declarant for which a Certificate of Occupancy has not been issued. The Declarant shall pay unto the Association the full fixed uniform assessment for each lot owned by the Declarant to which a Certificate of Occupancy has been issued, commencing with the date the Certificate of Occupancy is issued. Such assessments shall be otherwise governed by the Regulations contained herein.

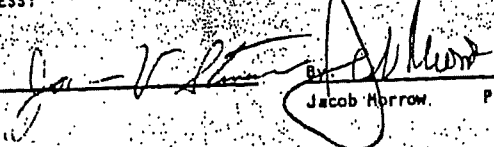
2. Article X, Section 9 is hereby amended by the addition of the following sentence at the end of Section 9 as follows:

"The power and the right reserved to the Declarant herein shall be limited to a maximum of seven (7) years from the annexation of each such additional section and each such seven (7) year period shall commence from the time of the annexing deed."

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 5 day of July, 1978.

WITNESS:

DEER PARK ESTATES, INC.



Jacob Morrow, President (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE

TO WIT:

I HEREBY CERTIFY that on this 5 day of *Aug*, 1978, before me the subscriber, a Notary Public of the State of Maryland in and for the County of Baltimore aforesaid, personally appeared JACOB MORROW, President of Dear Park Estates, Inc., and made oath in due form of law that he is the authorized party to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

John V. Stennick
Notary Public
My Commission Expires *1982*



STATE OF New York, COUNTY OF Kings

TO WIT:

I HEREBY CERTIFY on this 15 day of August, 1978, before me the subscriber, a Notary Public of the State of New York in and for the County of Kings, aforesaid, personally appeared Harry A. Baierlein, Jr. of the Brooklyn Savings Bank and made oath in due form of law that he is authorized to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

John A. Baierlein, Jr.
Notary Public
My Commission Expires *1982*



STATE OF *NY*, COUNTY OF *N.Y.*

TO WIT:

The Brooklyn Savings Bank and the Baltimore Federal Savings and Loan Association, by their signatories to this instrument express their

consent thereto as well as their agreement that the terms and conditions set forth therein shall be binding upon any interest which they might have in the properties described herein.

WITNESS:

✓ BROOKLYN SAVINGS BANK

Janet Cantwell
Janet Cantwell

By: Harry A. Baierlein, Jr. (SEAL)
Harry A. Baierlein, Jr., Trustee
BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Edmund M. Ward

By: John M. Kohlway, Sr.
John M. Kohlway, Sr., Vice-President
BALTIMORE FEDERAL SAVINGS & LOAN ASSOCIATION INCORPORATED 1884

STATE OF MARYLAND, COUNTY OF BALTIMORE TO WIT:

I HEREBY CERTIFY on this 5th day of OCTOBER, 1978, that before me the subscriber, a Notary Public of the State of MARYLAND and for the County of BALTIMORE, aforesaid, personally appeared JOHN M. KOHLWAY, Sr. of Baltimore Federal Savings and Loan Association, and made oath in due form of law that he is authorized to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

AS WITNESS my hand and Notarial Seal



Edmund M. Ward
Notary Public
My Commission Expires 7/1/82.

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS

Assistant County Solicitor
ASSISTANT COUNTY SOLICITOR 10/23/78

Rec'd for record OCT 24 1978 at 129
Peg Eimer H. Kahline, Jr., Clerk
Mail to Charles Harrison
Receipt No. 1500

SIXTH AMENDMENT TO DECLARATION OF COVENANTS

This Declaration, made on the date hereinafter set forth by Deer Park Estates, Inc., hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS, Declarant heretofore on September 23, 1976, executed a Fourth Amendment to Declaration of Covenants which related to "Section Three, Twelve Trees", and which Fourth Amendment was recorded in the Land Records for Baltimore County in Liber 5724, Folio 159; and

WHEREAS, the said Fourth Amendment related to a Plat known as "Resubdivision of Section Three, Twelve Trees", which Record Plat was recorded in the Plat Records of Baltimore County in E.H.K. Jr. 41, Folio 10, on February 10, 1977; and

WHEREAS, the aforesaid Record Plat recorded on February 10, 1977, was amended by a Record Plat also identified as "resubdivision of Section Three, Twelve Trees", and recorded in the Plat Records of Baltimore County in E.H.K. Jr. 41, Folio 124, on August 19, 1977; and

WHEREAS, Declarant desires to amend the aforesaid Fourth Amendment in order to reflect the changes brought by the Amended Plat recorded on February 10, 1977.

NOW THEREFORE, the Declarant hereby amends the aforesaid Fourth Amendment to Declaration of Covenants as follows:

1. Paragraph Number 1 is hereby modified to include in the "Common Area" all real property, including the improvements thereto, described as Home Owner's Association property on the Record Plat of the sub-division known as "Section Three, Twelve Trees" which sub-division is located in the Second Election District of Baltimore County, and which Record Plat has been recorded in the Land Records in Plat Book E.H.K. Jr. 41, Folio 124, the said corrected "Common Area" being more particularly described in the attached Schedule A, dated August 14, 1978, and prayed to be considered a part hereof.

TRANSFER TAX NOT REQUIRED
Walter R. R. Chief Clerk
Director of DEEDS
BALTIMORE COUNTY, MARYLAND
Per: [Signature]
Authorized Signature

gww

2. Declarant hereby declares and expresses its specific intention that the "Common Area" set forth in the attached Schedule A is designed to correct the "Common Area" for Section Three as previously described in the Fourth Amendment with the further intention that there be a complete annexation between the common areas of the Second Resubdivision of Section One, Section Two, and the revised Section Three of Twelve Trees with all of the mutual benefits and responsibilities as previously set forth.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 27 day of August, 1978.

WITNESS: DEER PARK ESTATES, INC.
Jacob Morrow (SEAL)
Jacob Morrow President

STATE OF MARYLAND, COUNTY OF BALTIMORE TO WIT:
I HEREBY CERTIFY that on this 27 day of August, 1978, before me the subscriber, a Notary Public of the State of Maryland in and for the County of Baltimore aforesaid, personally appeared JACOB MORROW, President of Deer Park Estates, Inc., and made oath in due form of law that he is the authorized party to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.
AS WITNESS my hand and Notarial Seal.

Jacob Morrow
Notary Public
My Commission Expires July 1982



LIBER 5950 PAGE 388

should
be
5950/386

The Brooklyn Savings Bank and the Baltimore Federal Savings and Loan Association, by their signatories to this instrument express their consent thereto as well as their agreement that the terms and conditions set forth therein shall be binding upon any interest which they might have in the properties described herein.

WITNESS: BROOKLYN SAVINGS BANK

Janet Cantwell
Janet Cantwell

Harry A. Baierlein, Jr.
Harry A. Baierlein, Jr., Trustee

John M. Kohlway
John M. Kohlway



STATE OF New York
COUNTY OF Kings TO WIT:

I HEREBY CERTIFY on this 5th day of September 1978 before me the subscriber, a Notary Public of the State of New York, in and for the County of Kings, aforesaid, personally appeared, Harry A. Baierlein, Jr. of the Brooklyn Savings Bank and made oath in due form of law that he is authorized to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

As Witness my hand and Notarial Seal.



ROSEMARIE RUSSO
Notary Public, State of New York
No. 243408365
Qualified in Kings County
Commission Expires March 30, 1979

Rosemarie Russo
Notary Public

My Commission Expires March 30, 1979

STATE OF MARYLAND, County
OF BALTIMORE TO WIT:

I HEREBY CERTIFY on this 5th day of ~~September~~ 1978, that before me, the subscriber, a Notary Public of the State of Maryland in and for the County of Baltimore, aforesaid, personally appeared John M. Kohlway, Jr., Vice Pres of Baltimore Federal Savings and Loan

Order: 459ZVP4GW
Address: 19 Yuma Ct
Order Date: 12-09-2019
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Association, and made oath in due form of law that he is authorized to execute the within instrument on behalf of said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

As Witness, my hand and Notarial Seal.



Edward B. Ward
Notary Public
My Commission Expires 7/1/82

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS

[Signature]
ASSISTANT COUNTY SOLICITOR

OCT 24-78 2 98212 *****
CCT 24-78 2 98210 *****

-4-

Order: 459ZVP4GW
Address: 19 Yuma Ct
Order Date: 12-09-2019
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Description of Part of "Section Three -
Twelve Trees" to be Conveyed to the
Homeowners Association
Containing 6.0770 Acres of Land, more or less.

August 14, 1978

Beginning for the same at a point on the west side of Kings Point Road, 60 feet wide; said point being designated No. 23 on the plat entitled "Resubdivision of Section Three - Twelve Trees" dated July 6, 1977 and recorded among the Plat Records of Baltimore County in Plat Book E.H.K., Jr. 41 folio 124; thence from said place of beginning, binding on the outline of said Plat the eight following lines viz: (1) South 87° 55' 32" West 303.68 feet to the east side of Cayuga Road, thence binding on said side the two following lines viz: (2) North 31° 49' 02" West 255.14 feet and (3) North 3° 30' 34" West 179.01 feet, thence leaving said Road, (4) North 87° 11' 00" East 96.22 feet, (5) North 2° 49' 00" West 484.67 feet, (6) North 85° 35' 35" East 57.58 feet, (7) North 83° 18' 47" East 199.63 feet, thence binding on a part of the outline of said Plat (8) North 5° 27' 20" West 189.39 feet to the south side of Lyons Mill Road, as proposed to be widened to 70 feet, thence binding on said widening line the two following lines viz: (9) North 84° 27' 12" East 64.37 feet and (10) easterly by a curve to the right having a radius of 895.00 feet for the distance of 35.42 feet, said arc being subtended by a chord bearing North 85° 33' 44.5" East 35.42 feet to intersect the outline of said Plat of Twelve Trees; thence binding on said outline the two following lines viz: (11) South 4° 15' 23" East 190.93 feet and (12) North 89° 09' 05" East 133.30 feet, thence leaving said outline (13) South 82° 38' 10" East 9.68 feet to the west side of Kings Point Road, 60 feet wide, thence binding on said side of said Road, (14) South 7° 21' 50" West 916.37 feet to the place of beginning.

Exhibit A

August 14, 1978

LIBER 5950 PAGE 3289

Description of Part
of "Section Three - Twelve Trees"
to be Conveyed to the Homeowners Assn.
Containing 6.0770 Acres, ±

Containing 9.5418 acres of land, more or less.
Saving and excepting therefrom all of the lots numbered 149 through
220 containing 3.4648 acres more or less as shown on the plat entitled
"Resubdivision of Section Three - Twelve Trees" dated July 6, 1977 and
recorded among the Plat Records of Baltimore County in Plat Book E.H.K.,
Jr. 41 folio 124.

The net area of the above herein described parcel is 6.0770 Acres
of Land, more or less.

Being part of the land as shown on the plat entitled "Resubdivision
of Section Three - Twelve Trees" dated July 6, 1977 and recorded among
the Plat Records of Baltimore County in Plat Book E.H.K., Jr. 41 folio
124.

Subject to any and all Utility & Drainage Easements as shown on
said Plat of "Twelve Trees."

Rec'd for record OCT 24 1978 at 189 PM
Per Elmer H. Kahline, Jr., Clerk
Mail to Charles Harrison
Receipt No. 2100

Order: 459ZVP4GW
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Order Date: 12-09-2019
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SEVENTH AMENDMENT TO DECLARATION OF COVENANTS

This Declaration, made on the date hereinafter set forth by Dear Park Estates, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant heretofore on May 2, 1974 executed a Declaration of Covenants relating to property in the Second Election District, County of Baltimore, State of Maryland, which Declaration being recorded in the Land Records of Baltimore County in Liber 5458, Folio 946; and

WHEREAS, six amendments were subsequently recorded in the Land Records of Baltimore County in order to reflect additional sections of the subdivision known as "Twelve Trees" and in order to reflect additions or modifications to the covenants, conditions and restrictions relative to such subdivision; and

WHEREAS, Declarant desires to further amend the said Declaration of Covenants, Conditions and Restrictions in accordance with the authority invested in it in order to reflect covenants, conditions and restrictions relative to Section Four, Twelve Trees" which Record Plat relating to such Section being recorded in the Land Records of Baltimore County in Plat Book, E.H.K., Jr. 44, Folio 59 & E.H.K., Jr. 44 Folio 60

NOW THEREFORE, the Declarant amends the aforesaid Declaration of Covenants as follows:

- Article 1, Section 4, as amended, of the Declaration of Covenants, Conditions and Restrictions, as aforesaid, is hereby supplemented to include in the "Common Area" all real property including the improvements thereto, described as Home Owner's Association property on the Record Plat of the subdivision known as "Section 4, Twelve Trees" which subdivision is located in the Second Election District of Baltimore County, and which Record Plat is recorded in the Land Records of Baltimore County in Plat Book E.H.K., Jr. 44, Folio 59, the said supplement to the "Common Area" being more particularly described in the attached Schedule marked Exhibit 1.

TRANSFER TAX NOT REQUIRED

William F. Loudeman
Acting Director of Finance

Per: *[Signature]*
Authorized Signatory

2. Article 1, Section 4, as amended, of the Declaration of Covenants, Conditions and Restrictions, as aforesaid, is hereby supplemented to include in the "Common Area" all real property including the improvements thereto, described as Home Owner's Association property on the Record Plat of the subdivision known as "Section 4, Twelve Trees" (local open space - 22.885 acres more or less) which sub-division is located in the Second Election District of Baltimore County, and which Record Plat is recorded in the Land Records of Baltimore County in Plat Book E.H.K., Jr. 44, Folio 60, the said supplement to the "Common Area" being more particularly described in the attached Schedule marked Exhibit 2.

3. Declarant hereby declares, and expresses its specific intention, that all of the covenants, conditions and restrictions heretofore established for all the property in the subdivision of "Twelve Trees" as recorded in Liber 5458, Folio 946, as amended and modified, are hereby applicable to the owners in "Section Four, Twelve Trees", as well as to the aforesaid local open space heretofore referred to being 22.885 acres more or less.

4. Declarant declares, and hereby expresses its specific intention, that the within Amendment shall constitute an annexation between the Second Re-subdivision of Section 1, Twelve Trees, Section 2, Twelve Trees, Section 3, Twelve Trees, and Section 4, Twelve Trees, with all of the mutual benefits and responsibilities as set forth in the aforesaid Declaration of Covenants, Conditions and Restrictions, as amended and modified.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 31 day of January, 1979.

WITNESS:

DEER PARK ESTATES, INC.

Josie V. Stenhouse

Jacob Morrow (SEAL)
Jacob Morrow - President

REVIEWED FOR EVIDENCE BY
REGISTERED CLERK: 459ZVP4GW
19 Yuma Ct
DATE: 12-09-2019
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STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 14 day of July, 1979, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared JACOB MORROW, President of Deer Park Estates, Inc., and made oath in due form of law that he is the authorized party to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

AS WITNESS, my hand and Notarial Seal.

Joan V. Stummire
NOTARY PUBLIC

My Commission Expires: July 1982

The Brooklyn Savings Bank and the Baltimore Federal Savings and Loan Association, by their signatories to this instrument express their consent thereto as well as their agreement that the terms and conditions set forth therein shall be binding upon any interest which they might have in the properties described herein.

WITNESS:

J. S. A. Tull

THE BROOKLYN SAVINGS BANK

By: *Harry A. Balerlein, Jr.* (SEAL)
Harry A. Balerlein, Jr. - Trustee

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

John M. Kohlway, Sr.

By: *John M. Kohlway, Sr.* (SEAL)
John M. Kohlway, Sr. - Vice-President

STATE OF NEW YORK, COUNTY OF KINGS, TO WIT:

I HEREBY CERTIFY that on this 11th day of July, 1979, before me, the subscriber, a Notary Public of the State of New York, in and for the County of Kings, aforesaid, personally appeared HARRY N. BAIERLEIN, JR., Trustee of the Brooklyn Savings Bank and made oath in due form of law that he is authorized to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

John A. Blackstone

NOTARY PUBLIC

NOTARY PUBLIC

My Commission Expires:

July 1, 1982

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 11th day of July, 1979, before me, the subscriber, a Notary Public of the State of Maryland in and for the County of Baltimore, aforesaid, personally appeared JOHN M. KOHLWAY, SR., Vice-President of Baltimore Federal Savings and Loan Association and made oath in due form of law that he is authorized to execute the within instrument on behalf of said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Maurice F. Mackey, Jr.

NOTARY PUBLIC

My Commission Expires:

July 1, 1982

Description of Part of "Section Four Twelve Trees",
to be conveyed to the
Home Owners Association
First Parcel Containing 0.1452 acres of land more or less
Second Parcel Containing 0.6234 acres of land more or less

Beginning for the first at the intersection of the north side of Winands Road, 70 foot wide, and the east side of Cayuga Road, a private road of irregular width, as shown on a plat entitled "2nd Resubdivision of Section One, Twelve Trees", dated October 20, 1975 and recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. 39 folio 5, said point of beginning being designated No. 22, on said plat, and being designated No. 27, as shown on a plat entitled "Section Four Twelve Trees", (Sheet 1 of 2) dated August 31, 1978 and intended to be recorded among said Plat Records, running thence binding on part of the outline as shown on the herein second mentioned plat, the four following courses viz: leaving said Winands Road and binding on the east side of said Cayuga Road, and reversing the bearing as shown on the herein first mentioned plat; (1) North 10° 15' 10" West 115.13 feet, reversing the bearing as shown on the herein first mentioned plat, (2) North 87° 11' 00" East 261.81 feet, (3) South 7° 21' 50" West 96.79 feet to the north side of said Winands Road, and (4) binding on said road, and reversing the bearing as shown on the herein first mentioned plat, southwesterly by a curve to the left with a radius of 11398.65 feet for a distance of 230.58 feet, said curve being subtended by a chord bearing South 82° 28' 59" West 230.57 feet to the place of beginning. Containing 0.5885 acres of land more or less.

Saving and excepting therefrom: (1) 0.0563 acres, more or less in the bed of Kings Point Road, as shown on a plat entitled "Section Four Twelve Trees",

EXHIBIT 1

16686000 13:084

Description of Part of "Section Four Twelve Trees",
to be conveyed to the
Home Owners Association
First Parcel Containing 0.1452 acres of land more or less
Second Parcel Containing 9.6234 acres of land more or less

Page Two

(Sheet 1 of 2) dated August 31, 1978 and intended to be recorded among said
Plat Records.

(2) All of the lots numbered 221 through 226 containing 0.3870 acres
more or less.

The net area of the above herein described first parcel is 0.1452 acres
of land more or less.

Being part of the plat entitled "Section Four Twelve Trees", (Sheet 1 of 2)
dated August 31, 1978 and intended to be recorded among said Plat Records.

Beginning for the second at the intersection of the south side of Winands
Road, 70 foot wide and the South $9^{\circ} 10' 08''$ West 36.19 foot line, as shown on a
plat entitled "2nd Resubdivision of Section One, Twelve Trees", dated October 20,
1975 and recorded among the Plat Records of Baltimore County, Maryland, in Plat
Book E.H.K. Jr. 39 folio 5, said point of beginning being designated No. 26 on
said plat, and being designated No. 6 as shown on a plat entitled "Section Four
Twelve Trees", (Sheet 1 of 2) dated August 31, 1978 and intended to be recorded
among said Plat Records, running thence leaving said Winands Road and binding
on part of the outline of said "Section Four Twelve Trees", (Sheet 1 of 2) the
five following courses viz: (1) South $9^{\circ} 10' 08''$ West 582.06 feet, (2) South
 $15^{\circ} 06' 10''$ West 151.65 feet, (3) North $85^{\circ} 07' 05''$ West 1114.66 feet, (4)
South $72^{\circ} 49' 21''$ West 299.92 feet to the east side of Deer Park Road 50 foot wide,
binding on said road (5) North $17^{\circ} 16' 12''$ West 455.08 feet to point No. 31
as shown on the herein first mentioned plat, running thence binding on part of
the outline as shown on the herein first mentioned plat, and also binding on part
of the outline as shown on the herein second mentioned plat, the five following
courses viz: (6) North $72^{\circ} 43' 48''$ East 10.00 feet to the east side of said

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Order Date: 12-09-2019
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Description of part of "Section Four
Twelve Trees", to be conveyed to the
Home Owners Association
22.855 acres of land more or less

January 12, 1979

Beginning for the same at the beginning of the North 30° 37' 38" West
486.96 foot line of that parcel containing 23.025 acres, more or less, as
shown on a plat entitled "Overall Density, Zoning & Outline Plat Parkview
Estates", dated May 9, 1974 and recorded among the Plat Records of Baltimore
County, Maryland in Plat Book E.H.K. Jr. 37 folio 128, said point-of-beginning
being designated No. 10, as shown on a plat entitled "Section Four Twelve Trees",
(Sheet 2 of 2) dated September 28, 1978 and intended to be recorded among said
Plat Records, running thence binding on the outline as shown on said plats, the
twenty following courses viz: (1) North 30° 37' 38" West 486.96 feet, (2) North
27° 22' 53" West 782.05 feet, (3) North 00° 53' 23" West 388.06 feet, (4) South
71° 14' 00" East 351.40 feet, (5) North 18° 46' 00" East 185.00 feet, (6) north-
westerly by a curve to the left with a radius of 15.00 feet for a distance of
23.56 feet, said curve being subtended by a chord bearing North 26° 14' 00"
West 21.21 feet to the south side of Lyons Mill Road, binding thereon (7) South
71° 14' 00" East 80.00 feet, thence leaving said road (8) southwesterly by a
curve to the left with a radius of 15.00 feet for a distance of 23.56 feet,
said curve being subtended by chord bearing South 63° 46' 00" West 21.21 feet,
(9) South 18° 46' 00" West 185.00 feet, (10) South 71° 14' 00" East 105.18 feet,
(11) South 74° 13' 05" East 161.20 feet, (12) South 29° 53' 32" East 406.62 feet,
(13) South 30° 43' 13" East 101.71 feet, (14) North 59° 10' 56" East 200.00 feet
to the west side of Deer Park Road, binding thereon (15) South 30° 49' 04" East
331.18 feet, (16) South 10° 00' 13" East 239.86 feet, thence leaving said road,
(17) northwesterly by a curve to the left with a radius of 15.00 feet for a

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January 12, 1979

Page Two

Description of part of "Section Four
Twelve Trees", to be conveyed to the
Home Owners Association
22.855 acres of land more or less

distance of 23.56 feet, said curve being subtended by chord bearing North
55° 00' 13" West 21.21 feet, (18) South 79° 59' 47" West 185.00 feet, (19)
South 10° 00' 13" East 153.06 Feet and (20) South 59° 22' 22" West 560.45
feet to the place of beginning

Being all of that parcel containing 23.025 acres, more or less, as shown
on a plat entitled "Overall Density, Zoning & Outline Plat Parkview Estates",
dated May 9, 1974 and recorded among the Plat Records of Baltimore County,
Maryland in Plat Book E. H. K. Jr. 47 folio 128.

Saving and excepting therefrom:

(1) Highway Widening along Lyons Mill Road containing 0.013 acres,
more or less.

(2) Highway Widening along Deer Park Road containing 0.157 acres,
more or less.

But as shown on a plat entitled "Section Four Twelve Trees", (Sheet 2
of 2) dated September 28, 1978 and intended to be recorded among the Plat Records
of Baltimore County, Maryland.

The net area of the above herein described parcel is 22.855 acres of land
more or less.

Being all of a plat entitled "Section Four Twelve Trees", (Sheet 2 of 2)
dated September 28, 1978 and intended to be recorded among said Plat Records.

Rec'd for record APR 12 1979 at 126
Pay Almer W. Kahline, Jr., Clerk
Mail to Harry J. Shapiro
Registrar No. 3300

Description of Part of "Section Four Twelve Trees",
 to be conveyed to the
 Home Owners Association
 First Parcel Containing 0.1452 acres of land more or less
 Second Parcel Containing 9.6234 acres of land more or less

Deer Park Road, as proposed to be widened to 70 feet, binding on the cutoff
 from said Deer Park Road to said south side of Winands Road (7) North
 27° 43' 48" East 28.28 feet to said south side, thence binding thereon (8)
 northeasterly by a curve to the right with a radius of 1465.00 feet for a
 distance of 216.12 feet, said curve being subtended by a chord bearing North
 76° 57' 47" East 215.92 feet, (9) North 81° 11' 21" East 804.24 feet, and (10)
 northeasterly by a curve to the right having a radius of 11328.65 feet for a
 distance of 641.83 feet, said curve being subtended by a chord bearing North
 82° 48' 44" East 641.74 feet to the place of beginning.

Containing 19.9681 acres of land more or less.

Saving and excepting therefrom:

- (1) all of the lots numbered 1 through 9 Block A, containing 2.0910
 acres more or less.
- (2) the bed of Kings Point Road containing 0.9629 acres of land more
 or less.
- (3) Storm Water Management Drainage Reservation containing 1.172 acres
 more or less.
- (4) 10 foot widening along Deer Park Road containing 0.1045 acres, more
 or less.
- (5) all of the lots numbered 1 through 9 and lots numbered 11 through 12,
 west of Kings Point Road, containing 6.0136 acres more or less.

All as shown on a plat entitled "Section Four Twelve Trees", (Sheet 1 of 2)
 dated August 31, 1978 and intended to be recorded among the Plat Records.

The net area of the above herein described second parcel is 9.6234 acres
 of land more or less.

Description of Part of "Section Four Twelve Trees"
to be conveyed to the Home Owners Association
First Parcel Containing 0.1452 acres of land more or less
Second Parcel Containing 9.6234 acres of land more or less

Page Four

Being part of a plat entitled "Section Four Twelve Trees" (Sheet 1
of 2) dated August 31, 1978 and intended to be recorded among said Plat
Records.

Subject to any and all Drainage and Utility Easements as shown on the
above described plat of "Section Four Twelve Trees" (Sheet 1 of 2).

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Deer Park Estates, Inc., hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Second Election District, County of Baltimore, State of Maryland, which is more particularly described in the attached Schedule A.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Twelve Trees Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as H.O.A. (Home Owners' Association) on the Record Plat of the sub-division known as "Twelve Trees" located in the Second Election District of Baltimore County, said Plat being recorded in the Land Records of Baltimore

County In Plat Book Number 38, Folio Number 81.

Section 5. "Lot" shall refer to and mean any plot of land shown upon any recorded sub-division map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Deer Park Estates, Inc., its successors and assigns.

Section 7. "Common Elements" shall mean all utility lines used in common by the Owners and subject to easements and rights of way for use and maintenance.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and Common Elements which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, and the right to charge for maintenance of the Common Area and the Common Elements;

X (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, and further subject to the written consent of Baltimore County, Maryland. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded, which instrument shall also contain the authorized County signatory.

Revised
*

Section 2, Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area, Common Elements and facilities to the members of his family; his tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IV
MAINTENANCE

Section 1. The Association, or its agents, shall supervise, manage, operate, examine, inspect, care for, preserve, replace, restore and maintain the Common Areas, Common Elements and the areas referred to on the Record Plat for Home Owners' Association maintenance, and the improvements situated thereon in accordance with reasonable park and open space maintenance standards as well as reasonable utility maintenance which shall include the responsibility for lawnmowing, seeding, fertilizing, trimming, (rendering the utility lines fit and proper for continuous use) and any other responsibility established by

State and Local law. In addition to the above, the maintenance expenses shall include taxes, insurance, repairs, materials, supplies, maintenance equipment, labor, water, removal of trash and debris, and management and supervision expense. The Association, by amendment of its By-Laws, may reflect changing needs and circumstances relating to maintenance expenses. No contracts for maintenance expenses shall be effected by the Association which shall bind the Association for more than a one year period. (Additionally, the Association shall have the responsibility for lawn mowing, seeding, fertilizing, trimming, and other reasonable park and open space maintenance standards for all lawns on the property of the Owners which exist outside of any fenced in area.)

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assess-

ments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.)

People now?

Section 2. Purpose of Assessments. The assessments levied by the

Association shall be used exclusively to promote the recreational, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and Common Elements.

*with
liability*

Section 3. Annual Assessment. The actual and estimated expenses

of the Association in the operation of the property herein shall be fixed by the Board of Directors.

*Board
not. attached*

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and to the Common Elements including fixtures and personal property related thereto, or any other assessment not includible as maintenance expenses heretofore defined, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Any improvements to the Common Area and Common Elements shall be subject to the local law pertaining to alterations to the development plan, permits, zoning, building code, and other local laws and regulations.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of any such lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each

annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Handwritten initials Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6) percent per annum. The association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, Common Elements or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, wall, exterior color or trim change, lighting change, landscaping change, or other structure shall be commenced, erected or maintained upon the Properties, nor shall an exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, 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 by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design

and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII
GENERAL PROVISIONS

*An owner
has ownership
association?*

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

Section 3. Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land, in perpetuity, unless the entire sub-division encompassed by this Declaration shall be redeveloped at which time the laws, regulations and policies then in existence in Baltimore County, Maryland shall be applicable. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) per cent of the Lot Owners, subject to the approval of Baltimore County, and further subject to being recorded in the Land Records of said County.

Section 4 Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two thirds (2/3) of each class of members, and with the consent of Baltimore County, Maryland.

Section 5. FHA/VA Approval. As long as there is a Class B membership and there is FHA/VA approval on the sub-division, the following actions shall require the prior approval of the Federal Housing Administration or the Veterans Administration, or any such Housing Authority: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VIII
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX
EASEMENTS

Section 1. General Rules. Easements for installation and maintenance of utilities and drainage facilities are reserved for the use and

enjoyment of the Owners. The Owners shall fully cooperate with reference to the easements; rights-of-way, and uses recited herein in order to comply with the use, benefits, and maintenance provisions outlined herein. In addition, no Owner shall interfere with the installation and maintenance of utilities or with the direction or flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE X
SPECIAL PROVISIONS

what is a nuisance

Section 1. Nuisances. No nuisance of any kind shall be maintained or allowed on any lot, nor shall any noxious or offensive activity be carried on upon any lot, nor shall any use thereof be made, done or permitted, which shall or may be noxious or dangerous to the health or safety of the surrounding or adjoining property or the owners thereof, or which may be or may become an annoyance to the neighborhood.

Section 2. Structures. No structures of a temporary character, trailer, vehicle, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

* Section 3. Animals. No animals, *as per bulletin in last hr* livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that domestic dogs, cats or other household pets, not in excess of one dog and one other household pet, shall be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 4. Signs. *where can you put signs* No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 5. Building Lines. No building shall be located on any lot nearer to any adjacent lot, street, or other property than the building lines established on the development plan, except as modified herein.

For the purpose of this covenant, caves, steps, and open porches shall not be considered as a part of a building.

An encroachment into the aforesaid setback areas of not more than

twelve (12) inches shall not constitute a violation of these restrictions.

Section 6. Storage. No vehicles (other than those used regularly), boats, or campers shall be stored on the private properties, or in the Common Area, without the express written consent of the Board of Directors of the Association.

Section 7. Trash. Owners shall place trash for collection in plastic bags at locations designated by Baltimore County, or through some other method, or procedure, prescribed by Baltimore County, Maryland.

Section 8. Construction Activities. Nothing in the foregoing Declaration of Covenants, Conditions and Restrictions shall be deemed in any way to prohibit or restrict the use of any part of the property, or open space, by the Declarant, its successors and assigns, in connection with any construction, repairs, or maintenance of improvements, or any similar temporary activity on the properties described herein including the storage of materials, the storage and/or operation of machinery, the maintenance of contractors' field offices, the maintenance of the Declarant's sales offices, or for any other purpose incidental or attentive to such construction, repair, maintenance, or other activity.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 30 day of April, 1975.

WITNESS:

Kathy John Kuo

DEER PARK ESTATES, INC.

BY: *Jacob Morrow* (SEAL)
Jacob Morrow President

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

[Signature]
ASSISTANT COUNTY SOLLICITOR

STATE OF MARYLAND
COUNTY OF BALTIMORE

TO WIT:

I HEREBY CERTIFY that on this 30th day of April, 1975, before me, the subscriber, a Notary Public of the State of Maryland in and for the County of Baltimore aforesaid, personally appeared JACOB HORROW President of Deer Park Estates, Inc., and made oath in due form of law that he is authorized to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Kathy J. Di Hisio
Notary Public

LIBER 5529 PAGE 438

TRANSFER TAX NOT REQUIRED

William F. Laudeman

Acting Director of Finance

Per: Philip M. Valle

Authorized Signature

4/12/75

AMENDMENT TO DECLARATION OF COVENANTS

THIS DECLARATION, made on the date hereinafter set forth by Deer Park Estates, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant heretofore on May 2, 1974, executed a Declaration of Covenants relating to property in the Second Election District, County of Baltimore, State of Maryland, which is more particularly described in the attached Schedule A, said Declaration of Covenants being recorded in the Land Records of Baltimore County in Liber 5458, folio 946; and

WHEREAS, Declarant presently owns 100% of the property heretofore described; and

WHEREAS, the Declarant hereby amends the aforesaid Declaration of Covenants in accordance with the authority vested in same.

NOW THEREFORE, Declarant hereby amends said Declaration of Covenants by superseding same, and by substituting therefor a Declaration of Covenants, Conditions and Restrictions executed and recorded herewith.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 30th day of April, 1975.

WITNESS:

DEER PARK ESTATES, INC., Declarant

Jean V. Stenness

BY: Jacob Morrow (SEAL)
JACOB MORROW, President

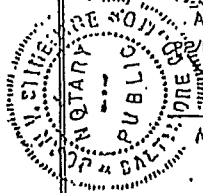
STATE OF MARYLAND
COUNTY OF BALTIMORE

TO WIT:

I HEREBY CERTIFY, that on this 30th day of April, 1975, before me, the subscriber, a Notary Public of the State of Maryland and County of Baltimore aforesaid, personally appeared Jacob Morrow, President of Deer Park Estates, Inc., and made oath in due form of law that he is authorized to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS



ASSISTANT COUNTY SOLICITOR

Jean V. Stenness
Notary Public

SECOND AMENDMENT TO DECLARATION OF COVENANTS

THIS DECLARATION, made on the date hereinafter set forth by
Deer Park Estates, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant heretofore on May 2, 1974, executed a Declaration
of Covenants relating to property in the Second Election District, County
of Baltimore, State of Maryland, which is more particularly described in
the attached Schedule A, said Declaration of Covenants being recorded in
the Land Records of Baltimore County in Liber 5458, folio 946; and

WHEREAS, Declarant amended said Declaration of Covenants, Conditions
and Restrictions on April 30, 1975 by an Amendment to Declaration of
Covenants; and

WHEREAS, Declarant desires to further amend the said Declaration of
Covenants, Conditions and Restrictions in accordance with the authority
vested in it.

NOW THEREFORE, the Declarant further amends aforesaid Declaration of
Covenants as follows:

1. Article 1, Section 4 shall be amended to read as follows:

Section 4. "Common Area" shall mean all real property, including
the improvements thereto, owned by the Association for the common use and
enjoyment of the owners. The Common Area to be owned by the Association
at the time of the conveyance of the first lot is described as H.O.A.
(Home Owners' Association) on the Record Plat of the sub-division known
as "Twelve Trees" (Second Re-subdivision of Section One) located in
the Second Election District of Baltimore County, said Plat being recorded
in the Land Records of Baltimore County on November 10, 1975 in Plat Book
E.H.K.Jr. 39, folio 5, the said "Common Area" being more particularly
described in the attached Schedule B.

2. Article 111 is hereby amended to add a Section 3 to read as
follows:

Section 3. Notwithstanding anything in this Article to the
contrary all Class B memberships shall terminate at the expiration of six
(6) years from the date of this Declaration.

Order: 459ZVP4GW
Address: 19 Yuma Ct
Order Date: 12-09-2019
Document not for resale
HomeWiseDocs

3. Article V, Section 7 is hereby amended to read as follows:

Section 7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. In addition, a properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

4. Article X is hereby amended to add a new Section 9 as follows:

Section 9. Reservation of Powers.

The Declarant, its successors and assigns, hereby reserves the power and the right to add additional sections, including additional Common Area to the sub-division defined as Second Re-subdivision of Section One, Twelve Trees, as outlined herein from Sections that might be developed in the future in an adjacent tract of land, presently owned by the Declarant, and more particularly described in the attached Schedule C. The power and the right reserved unto the Declarant, its successors and assigns, for such annexation shall be an irrevocable power of attorney coupled with an interest to effectuate such amendments and further documents, if any, as may be required to properly accomplish such amendments including the amendment of any Declaration of Covenants, Conditions and Restrictions, any amendments thereto, Articles of Incorporation, and By-Laws. Notwithstanding the power and the right of the Declarant for annexation as specifically outlined herein, the said Declarant, its successors and assigns, shall not be obligated to construct such future Sections in the attached Schedule C or to combine same with the aforesaid Second Re-subdivision of Section One, Twelve Trees.

Order: 459ZVP4GW
Address: 19 Yuma²Ct
Order Date: 12-09-2019
Document not for resale
HomeWiseDocs

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
has hereunto set its hand and seal this 2nd day of January, 1976.

WITNESS:

Simon J. Kelly

DEER PARK ESTATES, INC.

BY: *Jacob Morrow* (SEAL)
President

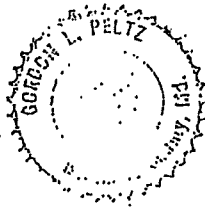
STATE of MARYLAND

COUNTY OF BALTIMORE

TO WIT:

I HEREBY CERTIFY that on this 2nd day of Jan January, 1976, before me, the subscriber, a Notary Public of the State of Maryland in and for the County of Baltimore aforesaid, personally appeared JACOB MORROW President of Deer Park Estates, Inc., and made oath in due form of law that he is authorized to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Gordon L. Peltz
Notary Public

The Brooklyn Savings Bank and the Baltimore Federal Savings and Loan Association, by their signatories to this instrument express their consent thereto as well as their agreement that the terms and conditions set forth therein shall be binding upon any interest which they might have in the properties described herein.

WITNESS

[Signature]

BROOKLYN SAVINGS BANK

BY: *[Signature]* (SEAL)

WITNESS

[Signature]

BALTIMORE FEDERAL SAVINGS AND LOAN

By *Robert W. Zutter* (SEAL)
Vice Pres.

Order: 459ZVP4GW

Address: 19 Yuma Ct

Order Date: 12-09-2019

Document not for resale.

HomeWiseDocs

STATE OF ~~MARYLAND~~ ^{NEW YORK}
COUNTY OF ~~BALTIMORE~~ ^{KINGS} TO WIT:

I HEREBY CERTIFY that on this 5th day of APRIL, 1976, before me, the subscriber, a Notary Public of the State of ~~MARYLAND~~ ^{NEW YORK} in and for the County of ~~Baltimore~~ ^{Kings} aforesaid, personally appeared John F. Lyons Vice President of the Brooklyn Savings Bank and made oath in due form of law that he is authorized to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Joseph M. Cermato
Notary Public

JOSEPH M. CERMATO
Notary Public, State of New York
Exp. 12-31-78
Qualified in Kings County
Comm. No. 10768, Issue 30, 12-31-78

STATE OF MARYLAND
COUNTY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this _____ day of January, 1976, before me, the subscriber, a Notary Public of the State of Maryland in and for the County of Baltimore aforesaid, personally appeared _____ of the Baltimore Federal Savings and Loan Association, and made oath in due form of law that he is authorized to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public

SECOND AMENDMENT TO DECLARATION OF COVENANTS

✓ THIS DECLARATION, made on the date hereinafter set forth by Deer Park Estates, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant heretofore on May 2, 1974, executed a Declaration of Covenants relating to property in the Second Election District, County of Baltimore, State of Maryland, which is more particularly described in the attached Schedule A, said Declaration of Covenants being recorded in the Land Records of Baltimore County in Liber 5458, folio 946; and

WHEREAS, Declarant amended said Declaration of Covenants, Conditions and Restrictions on April 30, 1975 by an Amendment to Declaration of Covenants; and

WHEREAS, Declarant desires to further amend the said Declaration of Covenants, Conditions and Restrictions in accordance with the authority vested in it.

NOW THEREFORE, the Declarant further amends aforesaid Declaration of Covenants as follows:

1. Article 1, Section 4 shall be amended to read as follows:

Section 4. "Common Area" shall mean all real property, including the improvements thereto, owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as H.O.A. (Home Owners' Association) on the Record Plat of the sub-division known as "Twelve Trees". (Second Re-sub-division of Section One) located in the Second Election District of Baltimore County, said Plat being recorded in the Land Records of Baltimore County on November 10, 1975 in Plat Book E.H.K.Jr. 39, folio 5, the said "Common Area" being more particularly described in the attached Schedule B.

2. Article III is hereby amended to add a Section 3 to read as follows:

Section 3. Notwithstanding anything in this Article to the contrary all Class B memberships shall terminate at the expiration of six (6) years from the date of this Declaration.

3. Article V, Section 7 is hereby amended to read as follows:

Section 7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. In addition, a properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

4. Article X is hereby amended to add a new Section 9 as follows:

Section 9. Reservation of Powers.

The Declarant, its successors and assigns, hereby reserves the power and the right to add additional sections, including additional Common Area to the sub-division defined as Second Re-subdivision of Section One, Twelve Trees, as outlined herein from Sections that might be developed in the future in an adjacent tract of land, presently owned by the Declarant, and more particularly described in the attached Schedule C. The power and the right reserved unto the Declarant, its successors and assigns, for such annexation shall be an irrevocable power of attorney coupled with an interest to effectuate such amendments and further documents, if any, as may be required to properly accomplish such amendments including the amendment of any Declaration of Covenants, Conditions and Restrictions, any amendments thereto, Articles of Incorporation, and By-Laws. Notwithstanding the power and the right of the Declarant for annexation as specifically outlined herein, the said Declarant, its successors and assigns, shall not be obligated to construct such future Sections in the attached Schedule C or to combine same with the aforesaid Second Re-subdivision of Section One, Twelve Trees.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
has hereunto set its hand and seal this 2nd day of January, 1976.

WITNESS: DEER PARK ESTATES, INC.
Gordon L. Peltz BY: Jacob Morrow (SEAL)
President

STATE OF MARYLAND
COUNTY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 1st day of April, 1976, before
me, the subscriber, a Notary Public of the State of Maryland in and for
the County of Baltimore aforesaid, personally appeared JACOB MORROW
President of Deer Park Estates, Inc., and made oath in due form of law
that he is authorized to execute the within instrument on behalf of
the said Corporation and he further acknowledged that same has been executed
for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Gordon L. Peltz
Notary Public
GORDON L. PELTZ

The Brooklyn Savings Bank and the Baltimore Federal Savings and Loan
Association, by their signatories to this instrument express their consent
thereto as well as their agreement that the terms and conditions set forth
therein shall be binding upon any interest which they might have in the
properties described herein.

WITNESS [Signature]

BROOKLYN SAVINGS BANK
BY: [Signature] (SEAL)
JOHN F. [Signature], VICE-PRES.

WITNESS [Signature]
PATRICIA A. BOWMAN

BALTIMORE FEDERAL SAVINGS AND LOAN
ASSOCIATION
BY: [Signature] (SEAL)
C. [Signature] JR., President

STATE OF MARYLAND *New York*
COUNTY OF BALTIMORE *King* TO WIT:

I HEREBY CERTIFY that on this *5th* day of *April*, 1976, before me, the subscriber, a Notary Public of the State of *New York* in and for the County of *King* aforesaid, personally appeared *John F. Lyons* Vice President of the Brooklyn Savings Bank and made oath in due form of law that he is authorized to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.



AS WITNESS my hand and Notarial Seal.

Joseph Tiscornato
Notary Public

JOSEPH TISCORNATO
Notary Public, State of New York
No. 4347823
County of *King*
Comm. Exp. 12/31/77

STATE OF MARYLAND
COUNTY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this *21st* day of *January*, 1976, before me, the subscriber, a Notary Public of the State of Maryland in and for the County of Baltimore aforesaid, personally appeared *James C. Hunter, Jr.* Vice President of the Baltimore Federal Savings and Loan Association, and made oath in due form of law that he is authorized to execute the within instrument on behalf of the said Corporation and he further acknowledged that same has been executed for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Patricia A. Bowman
Notary Public
PATRICIA A. BOWMAN
WARD CO.

0781-*** 232322 9L-9L M...
0781-*** 232322 9L-9L M...

TRANSFER TAX NOT REQUIRED

Walter R. Richardson
Director of Finance
Per: *Walter R. Richardson*
Authorized Signature

CLERK'S NOTATION
Document submitted for record
in a condition not permitting an
adequate photographic reproduction.

FROM THE OFFICE OF
GEORGE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.
ENGINEERS
P.O. BOX 6828, TOWSON, MARYLAND 21284

C.A.
S.H.B.

Description of Part of "2nd Resubdivision of
Section One, Twelve Acres" to be conveyed
to the Home Owners Association
Containing 16.251 acres, more or less

January 9, 1976

Revised January 14, 1976

Beginning for the same at the intersection of the north side of Finster Road,
70 feet wide, and the west side of Cayuga Road, a private road of irregular width, as
shown on the plat entitled "2nd Resubdivision of Section One, Twelve Acres" dated
October 20, 1975, and recorded among the Plat Records of Baltimore County in Plat Book
R.L.T. Jr. 39 folio 5, said point of beginning being designated Eo. 37 and having the
coordinates North 12592.15 and West 65023.76, as shown on said Plat, and running thence
from said point of beginning on the outline of said plat the sixteen following courses,
viz: (1) North 10° 15' 10" East 270.03 feet, (2) North 11° 49' 02" East 61.05 feet, (3)
South 85° 56' 04" West 325.81 feet, (4) South 47° 09' 26" West 55.90 feet, (5) South 86°
59' 57" West 300.39 feet, (6) North 20° 04' 28" West 392.00 feet, (7) South 79° 59' 47"
East 355.00 feet, (8) Southwesterly by a curve to the left with a radius of 15.00 feet
for a distance of 3.10 feet, said curve being subtended by a chord bearing South 70° 15'
39" East 5.07 feet, to the east side of Deer Park Road as proposed to be widened to 70
feet; thence binding on said east side of Deer Park Road, (9) North 10° 00' 13" East
11.73 feet; thence leaving said road (10) southeasterly, by a curve to the left with
a radius of 15.00 feet for a distance of 5.10 feet, said curve being subtended by a
chord bearing North 11° 43' 55" East 5.07 feet, (11) North 79° 59' 47" East 185.00
feet, (12) North 10° 00' 13" West 100.00 feet, (13) North 16° 47' 27" West 177.52 feet,
(14) North 30° 09' 04" West 300.00 feet, (15) North 13° 39' 24" East 79.96 feet and
(16) North 12° 04' 56" East 190.00 feet to the south side of Lyons Hill Road as proposed
to be widened to 70 feet and as shown on said "2nd Resubdivision of Section One, Twelve
Acres"; thence binding on said south side of Lyons Hill Road the three following courses,
viz: (17) South 77° 55' 04" East 34.53 feet (18) westerly by a curve to the left having
a radius of 2191.17 feet for a distance of 199.86 feet, said curve being subtended by a chord

Description of Part of "2nd Resubdivision of
Section One, Twelve Trees" to be conveyed
to the Home Owners Association,
Containing 76.251 acres, more or less

January 9, 1976

Revised January 14, 1976

bearing South $80^{\circ} 37' 34''$ East 199.79 feet and (19) South $83^{\circ} 10' 04''$ East 17.30 feet
to intersect the outline of the aforementioned plat; thence binding on said outline
the five following courses, viz: (20) southwesterly by a curve to the left having a
radius of 15.00 feet for a distance of 5.30 feet, said curve being subtended by a chord
bearing South $15^{\circ} 56' 49''$ West 5.27 feet, (21) South $06^{\circ} 49' 56''$ West 185.00 feet, (22)
South $83^{\circ} 12' 18''$ East 313.28 feet, (23) North $89^{\circ} 13' 58''$ East 113.17 feet and (24)
North $0^{\circ} 26' 02''$ West 190.00 feet to the south side of Lyons Hill Road, as proposed to
be widened to 70 feet and as shown on said plat; thence binding on said south side of
Lyons Hill Road, (25) North $89^{\circ} 13' 58''$ East 100.00 feet to intersect the outline of
said plat; thence binding on said outline the eleven following courses, viz: (25) South
 $0^{\circ} 25' 02''$ East 190.00 feet to a point designated as No. 10 on said plat; (27) North 29°
 $13' 58''$ East 76.33 feet, (28) North $85^{\circ} 35' 35''$ East 36.34 feet, (29) South $4^{\circ} 25' 25''$
East 186.65 feet, (30) South $2^{\circ} 49' 00''$ East 121.64 feet, (31) North $87^{\circ} 12' 00''$ East
56.34 feet, (32) South $2^{\circ} 49' 00''$ East 75.88 feet, (33) North $87^{\circ} 11' 00''$ East 137.46
feet, (34) South $3^{\circ} 30' 34''$ East 281.16 feet, (35) South $31^{\circ} 49' 02''$ East 255.16 feet
and (36) North $87^{\circ} 55' 32''$ East 303.68 feet to the west side of Kings Point Road, 60
feet wide, as shown on said plat; thence binding on said west side of Kings Point Road
the two following courses, viz: (37) South $7^{\circ} 21' 50''$ West 33.19 feet and (38) southerly
by a curve to the left having a radius of 930.00 feet for a distance of 122.22 feet,
said curve being subtended by a chord bearing South $3^{\circ} 35' 57''$ West 122.11 feet to in-
tersect the outline of said "2nd Resubdivision of Section One, Twelve Trees"; thence
binding on said outline the two following courses, viz: (39) South $87^{\circ} 13' 00''$ East
220.32 feet and (40) South $10^{\circ} 15' 10''$ East 115.13 feet to the north side of the afore-
mentioned Winands Road, 70 feet wide, said point being designated as No. 22 on said plat;
thence binding on said north side of Winands Road, (41) westerly by a curve to the left
having a radius of 11398.65 feet for a distance of 88.00 feet, said curve being subtended

Description of Part of "2nd Resubdivision of Section One, Twelve Trees" to be conveyed to the Home Owners Association containing 16.251 acres, more or less

January 9, 1976
-3-
Revised January 14, 1976

by a chord bearing South 81° 40' 57" West 88.00 feet to the place of beginning.

Containing 20.078 acres of land, more or less.

Saving and excepting therefrom all of the lots numbered 1 through 80, containing 3.827 acres, more or less, as shown on the plat entitled "2nd Resubdivision of Section One, Twelve Trees" dated October 20, 1975, and recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.N.K., Jr. 39, folio 5.

The net area of the above herwin described parcel is 16.251 acres of land, more or less.

Being part of a plat entitled "2nd Resubdivision of Section One, Twelve Trees", dated October 20, 1975, and recorded among the Plat Records of Baltimore County in Plat Book E.N.K., Jr. 39, folio 5.

Subject to any and all Drainage and Utility Easements as shown on the above mentioned "2nd Resubdivision of Section One, Twelve Trees".

THE ABOVE SCHEDULE B CONTAINING THE SAME DESCRIPTION CONTAINED IN ~~EXHIBIT A~~ "EXHIBIT A" ATTACHED TO A DEED FROM DEER TALK ESTATES, INC. TO TWELVE TREES ASSOCIATION DATED APRIL 1, 1976 AND RECORDED OR INTENDED TO BE RECORDED AMONG BALTIMORE COUNTY LAND RECORDS SIMULTANEOUSLY WITH THIS DECLARATION.

Rec'd for record MAY 19 1976 at 2 ¹⁶ PM
Per Elmer H. Esbline, Jr., Clerk
Mail to GALLAHAN & CALWELL
Receipt No. C. I. P. 50

DEED AND DECLARATION OF EASEMENTS

THIS DEED AND DECLARATION OF EASEMENTS is made this 30th day of January, 1976, by DEER PARK ESTATES, INC., a Maryland corporation, hereinafter referred to as "Grantor".

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the fee simple parcel of land located in Baltimore County, Maryland, and shown on a plat entitled "Second Resubdivision of Section One Twelve Trees", dated October 20, 1975 and recorded among the Plat Records of Baltimore County on November 11, 1975 in Plat Book EHK, Jr. 39, Folio 5 (herein Plat); and

WHEREAS, Grantor also is the owner of the adjacent parcels of land located in Baltimore County, Maryland, which adjacent land consists of approximately 65 acres, being part of the land described (in addition to Section One) in the Certificate of Conveyance from Deer Park Investment Company unto Deer Park Estates, Inc. recorded in the Land Records of Baltimore County on February 27, 1973 in Liber EHK, Jr. 5339, Folio 198, hereinafter referred to as the "Remainder Parcel"; and

WHEREAS, Grantor has improved or intends to improve Section One with roadways, water, sewer and public utility lines and systems, and homes and other amenities therein; and

WHEREAS, Grantor has the right, but shall not be obligated to construct future sections of the Twelve Trees subdivision within the Remainder Parcel; and

WHEREAS, Grantor desires and intends that the roadways, water, sewer lines, other public utilities and open spaces

0091**** 2022222 01-01 A
0091**** 2222222 01-01 A

TRANSFER TAX NOT REQUIRED

Walter R. Richardson
Director of Finance

Per: [Signature]
Authorized Signature

as constructed or reserved, be reserved for the non-exclusive use and benefit of the owners and occupants of the Remainder Parcel, their heirs, personal representatives, successors and assigns, as well as for the use and benefit of Section One;

WHEREAS, Grantor may develop Section One in separate stages and desires that should same occur, all owners of property within Section One shall be benefited and burdened with reciprocal rights, powers, benefits, and easements within Section One.

NOW, THEREFORE, for and in consideration of the premises, Grantor, being the sole owner of all of the real property subject to this Deed, does hereby covenant and agree, for itself and its successors and assigns, as follows:

1. Roadway Easements. Grantor hereby grants to the owners of the Remainder Parcel, their heirs, personal representatives, successors and assigns, in perpetuity, non-exclusive easements over, across and through the roadways constructed, to be constructed and lying within Section One as described on the Plat. The right of each owner in Section One or the Remainder Parcel to use a roadway shall be deemed to include all employees, agents, customers, invitees, licensees, guests, tenants and mortgagees of such owners. So long as Grantor shall own any portion of Section One or the Remainder Parcel, it shall have the right to use any portion of the roadways for purposes of transporting equipment and materials for the construction and reconstruction of improvements on any such portion so owned.

2. Water and Sewer Line Easements. Grantor hereby grants to the owners of the Remainder Parcel and to their heirs, successors and assigns, in perpetuity, a non-exclusive easement in, over and through Section One for the purpose of hooking up to, using, maintaining and repairing those water, storm and sanitary sewer lines and systems lying within Section One as shall be necessary for the development of the Remainder Parcel.

3. Public Utility Easements. Grantor hereby grants to the owners of the Remainder Parcel and to their heirs,

RPF 6/6/75

successors and assigns in perpetuity, a non-exclusive easement in, over and through Section One for the purpose of hooking up to all wires, ducts, conduits, cables and public utility lines and other facilities located within Section One and reasonably required to provide gas, electric (including street lights), and telephone service to the Remainder Parcel as well as for the use, maintenance and repair thereof.

4. Open Space Easement. Grantor hereby grants to the owners of the Remainder Parcel, their heirs, successors and assigns, in perpetuity, the non-exclusive right, privilege and easement of access to and enjoyment of, on equal terms with the owners of any lot within Section One, the use of any open space areas and any recreational facilities now or hereafter located in Section One. The easement created by this paragraph shall be subject to the right of the owners of Section One to establish reasonable rules and regulations for the use of any recreational facilities which shall be applied on a uniform basis to the owners of Section One and owners within the Remainder Parcel. In addition, the owner of any of the open spaces or recreational facilities shall have the right to establish and charge reasonable admission and any other fees for the use of said facilities.

5. Miscellaneous.

(a) The easements, licenses, privileges and other rights herein established, created and reserved shall be for Grantor, its successors and assigns, but Grantor's successors or assigns may grant the benefit of such easement, license, privilege or right to any tenant occupying any improvements constructed in Section One or in the Remainder Parcel for the duration of such tenancies and for the benefit of such tenants.

(b) No mortgagee shall be responsible for the payment of any money or be bound by any covenant hereunder requiring

any affirmative action to be taken, except during and only during any period in which such mortgagee shall be in actual possession of the lot or lots which are subject to its mortgage.

(c) This instrument shall be given effect and shall be construed by application of the laws of Maryland.

(d) No owner may assign any or all of its rights, privileges or obligations hereunder to any other persons except in connection with the assignment or sale of the lot or lots owned by him in Section One or the Remainder Parcel respectively, it being the intent of the Grantor hereunder that all such rights, privileges and obligations shall be deemed to run with and bind upon the benefited and burdened land respectively.

(e) The creation of any easement herein shall not be construed to create an obligation on the part of the Grantor, its successors and assigns to construct any facilities in connection with such easement or any additional sections or other development in the Remainder Parcel.

(f) The easements, covenants and conditions contained in this instrument are hereby declared to be severable and upon a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof is void, unlawful or unenforceable, such finding shall not affect the validity or enforceability of any covenant, condition, restriction, reservation or clause or phrase hereof.

6. Section One Reciprocal Easements. Grantor hereby grants to each present and future owner of property within Section One, their heirs, personal representatives, successors and assigns, easements and rights of way in, over and through the property of every other present and future owner of property within Section One for use, access thereto and the right to hook up into all roadway easements and parking appurtenant thereto, water and sewer and public utility lines and open space now or hereafter located within Section One.

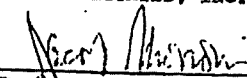
7. CONSENT OF MORTGAGEES. The Brooklyn Savings Bank, Beneficiary of a Deed of Trust from Grantor, dated April 1, 1975 and recorded in the Land Records of Baltimore County in Liber EHK, Jr. 5517, Folio 968, by its Trustees thereunder, Richard H. Funk and Harry A. Baierline, Jr.; and Baltimore Federal Savings and Loan Association, Mortgagee, under two (2) mortgages from Grantor, one being dated August 29, 1972 in the original principal sum of Three Hundred Fifty-one Thousand Dollars (\$351,000) and recorded in the Land Records aforesaid in Liber EHK, Jr. 5296, Folio 589, and the second being dated July 25, 1975 in the original principal sum of Nine Hundred Thirty-five Thousand Seven Hundred Dollars (\$935,700) and recorded in the Land Records aforesaid in Liber EHK, Jr. 5551, Folio 407, join in this Deed and Declaration of Easements for the limited purpose of expressing their consent hereto and of binding, subjecting and subordinating their interest in any portion of Section One and the Remainder Parcel to the terms hereof, to the same extent as though this Deed and Declaration of Easements had been executed and recorded prior to the recordation of the Deed of Trust and Mortgages hereinbefore referred to in this Paragraph 7.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

WITNESS:


LOUISE GLASS

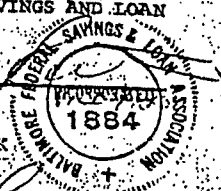
DEER PARK ESTATES, INC.

By 
JACOB MORROW, President

ATTEST
Maurice F. Mackey
MAURICE F. MACKEY

BALTIMORE FEDERAL SAVINGS AND LOAN

BY *Jacob Morrow*



BROOKLYN SAVINGS BANK

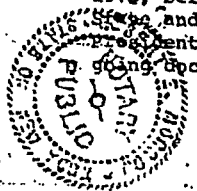
Richard H. Funk
RICHARD H. FUNK

BY *Richard H. Funk*
Richard H. Funk, Trustee

BY *Harry A. Baluchine, Jr.*
Harry A. Baluchine, Jr., Trustee

STATE OF NEW YORK CITY OF NEW YORK TO WIT:

I HEREBY CERTIFY that on this 7 day of July, 1970, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared Jacob Morrow, the President of Deer Park Estates, Inc., and acknowledged the foregoing document as the act of said corporation.



Robert E. Quinn
NOTARY PUBLIC

My Commission Expires: 9/30/78

STATE OF MARYLAND CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 12 day of APRIL, 1975, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared Robert W. Tuite, the Vice-President of Baltimore Federal Savings and Loan, and acknowledged the foregoing document as the act of said corporation.

Receipt No. 1600
Mail to CITIBANK & FIDELITY
for record MAY 19 1975
Per Diana H. Kahline, Jr., Clerk

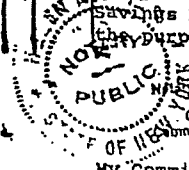
Maurice F. Mackey
NOTARY PUBLIC



Commission Expires: July 1, 1975

STATE OF New York CITY OF New York TO WIT:

I HEREBY CERTIFY that on this 2 day of July, 1970, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared Richard H. Funk, Trustee for the benefit of Brooklyn Savings Bank, and they acknowledged the foregoing document for the purposes therein contained.



Helen M. Prior
NOTARY PUBLIC
HELEN M. PRIOR

My Commission Expires: March 30, 1977

Insurance Dec Page
Twelve Trees Association, Inc.

Order: 459ZVP4GW
Address: 19 Yuma Ct
Order Date: 12-09-2019
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TWELV-2

OP ID: KH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Schoenfeld Ins. Assoc., Inc. 6225 Smith Ave Baltimore, MD 21209	410-602-2000		CONTACT NAME:		
			PHONE (A/C, No, Ext):	410-602-2000	FAX (A/C, No): 410-602-1160
			E-MAIL ADDRESS: condo@schoenfeldins.com		
			INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Twelve Trees Association, Inc. c/o American Community Mgmt. 7484 Candlewood Road, Suite H Hanover, MD 21076	INSURER A:		Travelers		
	INSURER B:		USLI		25895
	INSURER C:		The Hartford		22357
	INSURER D:		Great American		
	INSURER E:				
INSURER F:					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		660-0322B735	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
B	<input checked="" type="checkbox"/> D&O \$1 Million			NPP1556131	01/01/2019	01/01/2020	MED EXP (Any one person) \$ 5,000
C	<input checked="" type="checkbox"/> Fidelity \$650,000			30BDDHS5884	10/01/2017	10/01/2020	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			UM2259894	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
DED <input checked="" type="checkbox"/> RETENTION \$ -0-							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>			
				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

American Community Management is included as Additional Insured per Form# CG 00 01 10 01 (General Liability)

American Community Management is included as Employee regarding Fidelity Bond, at full limits.

CERTIFICATE HOLDER

CANCELLATION

AMERCOM

American Community Mgmt.
7484 Candlewood Road, Suite H
Hanover, MD 21076

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Order: 459
Address: 19
Order Date: 1/7/2019
AUTHORIZED REPRESENTATIVE
[Signature]

NOTEPAD

INSURED'S NAME Twelve Trees Association, Inc.

TWELV-2
OP ID: KHPAGE 2
Date 01/07/2019**Attention Lenders & Homebuyers**

This Residential Association's Insurance is NOT "Hazard Insurance" as required by lenders. This HOA is not a Condominium or a Cooperative.

This insurance does NOT insure the dwellings or provide liability insurance for injuries on private property. This Insurance covers Association-owned structures and amenities only. These amenities may include playgrounds, sidewalks, parking areas, community centers, and swimming pools, if any, and the Association's public liability for injuries on commonly-owned areas only.

Home Lenders have no insurable interest in the Residential Association's amenities. A "Mortgagee Clause," "Loss Payee Clause," or "Lender as Additional Insured" will not be added to the Homeowner Association's Policy.

A Homeowners Policy or a Rental Dwelling Policy is needed to insure a dwelling and to satisfy lenders' "hazard insurance" requirements.

Fidelity Bond is included, as per the Maryland Condominium Act, Section 11-114, to include the Management Company as an Employee at Full Limit scheduled on the Fidelity Bond Policy.

Order: 459ZVP4GW
Address: 19 Yuma Ct
Order Date: 12-09-2019
Document not for resale
HomeWiseDocs

NOTEPAD

INSURED'S NAME Twelve Trees Association, Inc.

TWELV-2
OP ID: KHPAGE 2
Date 01/07/2019**Attention Lenders & Homebuyers**

This Residential Association's Insurance is NOT "Hazard Insurance" as required by lenders. This HOA is not a Condominium or a Cooperative.

This insurance does NOT insure the dwellings or provide liability insurance for injuries on private property. This Insurance covers Association-owned structures and amenities only. These amenities may include playgrounds, sidewalks, parking areas, community centers, and swimming pools, if any, and the Association's public liability for injuries on commonly-owned areas only.

Home Lenders have no insurable interest in the Residential Association's amenities. A "Mortgagee Clause," "Loss Payee Clause," or "Lender as Additional Insured" will not be added to the Homeowner Association's Policy.

A Homeowners Policy or a Rental Dwelling Policy is needed to insure a dwelling and to satisfy lenders' "hazard insurance" requirements.

Fidelity Bond is included, as per the Maryland Condominium Act, Section 11-114, to include the Management Company as an Employee at Full Limit scheduled on the Fidelity Bond Policy.

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Litigation
Twelve Trees Association, Inc.

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This document is currently either not available or not applicable for this association.

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Reserve Report
Twelve Trees Association, Inc.

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**REPLACEMENT RESERVE REPORT FY 2016
TWELVE TREES ASSOCIATION, INC.**



REPLACEMENT RESERVE REPORT FY 2016
TWELVE TREES ASSOCIATION, INC.

Community Management by:

COMMUNITY ASSOCIATION MANAGEMENT, LLC.

Christy Stevens
3655 A Old Court Road
Baltimore, Maryland 21208
410-602-6898
cstevens@camllc.com

Consultant:

millerdodson | Capital
ASSOCIATES Reserve
Consultants

929 West Street, Suite 310
Annapolis, MD 21401
410.268.0479
800.850.2835

www.mdareserves.com

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Consultants

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REPLACEMENT RESERVE REPORT

TWELVE TREES ASSOCIATION, INC.

RANDALLSTOWN, MARYLAND



Description. Twelve Trees Association, Inc. is a townhome community located in Randallstown, Maryland. Constructed in 1974, the community consists of 351 residences. The survey examined the common elements of the property, including:

- Asphalt driveways and parking.
- Concrete sidewalks, curb, and gutter.
- Fencing and common railings.
- Swimming pool, tennis courts, and community building.

Level of Service. This study has been performed as a Level 1 Full Service Reserve Study as defined under the National Reserve Study Standards that have been adopted by the Community Associations Institute. As such, a complete inventory of components was established for the commonly owned elements of this facility based on information provided by the Community Manager or by quantities that were developed from field measurement or takeoffs from to-scale drawings as performed by the Analyst. The condition of each inventory component was established by the Analyst, based on a visual inspection or review of provided historical data with a major repair or replacement cost for each also set. The included fund status and funding plan have been derived from analysis of this inventory.

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Section A

Replacement Reserve Analysis

Executive Summary - A1
General Information - A2
Current Funding - A3
Cash Flow Method Funding - A4
Inflation Adjusted Funding - A5
Comments - A6

Section B

Replacement Reserve Inventory

Replacement Reserve Inventory
General Information - B1
Replacement Reserve Inventory
Comments - B2
Schedule of Projected Replacements
and Exclusions - B3

Section C

Projected Annual Replacements

Projected Annual Replacements
General Information - C1
Calendar of
Projected Annual Replacements - C2

Section D

Condition Assessment

Appendix

Scenario 1 No Pool No Tennis (page A-1)
Scenario 2 No Pool (page A-1)
Scenario 3 No Tennis (page A-1)

Accounting Summary - CF1
Component Method - CM1

Overview, Standard Terms, and Definitions
Video Answers to Frequently Asked Questions

To aid in the understanding of this report and its concepts and practices, on our web site, we have developed videos addressing frequently asked topics. In addition, there are posted links covering a variety of subjects under the resources page of our web site at mdareserves.com.

Purpose. The purpose of this Replacement Reserve Study is to provide Twelve Trees Association, Inc. (hereinafter called the Association) with an inventory of the common community facilities and infrastructure components that require periodic replacement. The Study includes a general view of the condition of these items and an effective financial plan to fund projected periodic replacements.

- **Inventory of Items Owned by the Association.** Section B lists the Projected Replacements of the commonly owned items that require periodic replacement using funding from Replacement Reserves. The Replacement Reserve Inventory also provides information about excluded items, which are items whose replacements are not scheduled for funding from Replacement Reserves.
- **Condition of Items Owned by the Association.** Section B includes our estimates of the normal economic life and the remaining economic life for the projected replacements. Section C provides a year-by-year listing of the projected replacements. Section D provides additional detail for items that are unique or deserving of attention because of their condition or the manner in which they have been treated in this study.
- **Financial Plan.** The Association has a fiduciary responsibility to protect the appearance, value, and safety of the property and it is therefore essential the Association have a financial plan that provides funding for the projected replacements. In conformance with American Institute of Certified Public Accountant guidelines, Section A, Replacement Reserve Analysis evaluates the current funding of Replacement Reserves as reported by the Association and recommends annual funding of Replacement Reserves by the Cash Flow Method. Section A, Replacement Reserve Analysis includes graphic and tabular presentations of the Association's current funding and the recommended funding based on the Cash Flow Method. An Executive Summary of these calculations is provided on Page A1. The alternative Component Method of funding is provided in the Appendix.

Basis. The data contained in this Replacement Reserve Study is based upon the following:

- The Request for Proposal submitted and executed by the Association.
- Miller - Dodson performed a visual evaluation on May 5, 2016 to determine a remaining useful life and replacement cost for the commonly owned elements of this facility.
- This study contains additional recommendations to address inflation for the Cash Flow Method only. For this recommendation, Miller - Dodson uses the Producers Price Index (PPI), which gauges inflation in manufacturing and construction. Please see page A5 for further details.

To-Scale Drawings. Site plans were used in the development of this study. We recommend the Association assemble and maintain a library of site and building plans of the entire facility. Record drawings should be scanned into an electronic format for safe storage and ease of distribution. Upon request for a nominal fee, Miller - Dodson can provide scanning services.

Current Funding. This reserve study has been prepared for Fiscal Year 2016 covering the period from January 1, 2016 to December 31, 2016. The Replacement Reserves on deposit as of January 1, 2016 are reported to be \$358,026.00. The planned contribution for the fiscal year is \$70,000.00.

The balance and contribution figures have been supplied by the managing agent and confirmation or audit of these figures is beyond the scope of the study. For the purposes of this study, it is assumed that the annual contribution will be deposited at the end of each month.

Format. This study contains some unusual information. The Association asked for funding information with separation among four topics whose data bases are similar but different at the same time.

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We broke the study's "Replacement Reserve Analysis" – the "A" pages and the "Replacement Reserve Inventory" – the "B" pages down, as follows, with some missing sets of components.

They are:

"Twelve Trees Association, Inc." with the following complete sets of components:

- Site Components
- Building Exterior Components
- Building Interior Components
- Recreation Pool Components
- Recreation Tennis Components

"Scen 1 No Pool No Tennis" with the following sets of components:

- Site Components
- Building Exterior Components
- Building Interior Components

"Scen 2 No Pool" with the following sets of components:

- Site Components
- Building Exterior Components
- Building Interior Components
- Recreation Tennis Components

"Scen 3 No Tennis" with the following sets of components:

- Site Components
- Building Exterior Components
- Building Interior Components
- Recreation Pool Components

Acknowledgement. Miller - Dodson Associates would like to acknowledge the assistance and input of the Community Manager, Christy Stevens; as well as Jewel Brown of the Association, who provided very helpful insight into the current operations of the property.

Analyst's Credentials. This study has been performed by Michael G. Hughes, who holds a Bachelor's Degree in Business Administration from Georgetown University. Mr. Hughes has extensive experience in the development and construction of over \$750,000,000 worth of residential and commercial properties. Most of this volume of work was performed in the Baltimore-Washington market. He is a licensed Realtor in the state of Maryland. Earlier he was a licensed real estate broker and a troubled-property appraiser in Columbus, Ohio where he founded a property management company and an historic restoration construction company. Currently, Mr. Hughes is a Reserve Specialist for Miller - Dodson Associates.

Respectfully submitted,

millerdodson | Capital
ASSOCIATES | Reserve
Consultants

Michael G. Hughes, RS
Reserve Specialist

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EXECUTIVE SUMMARY

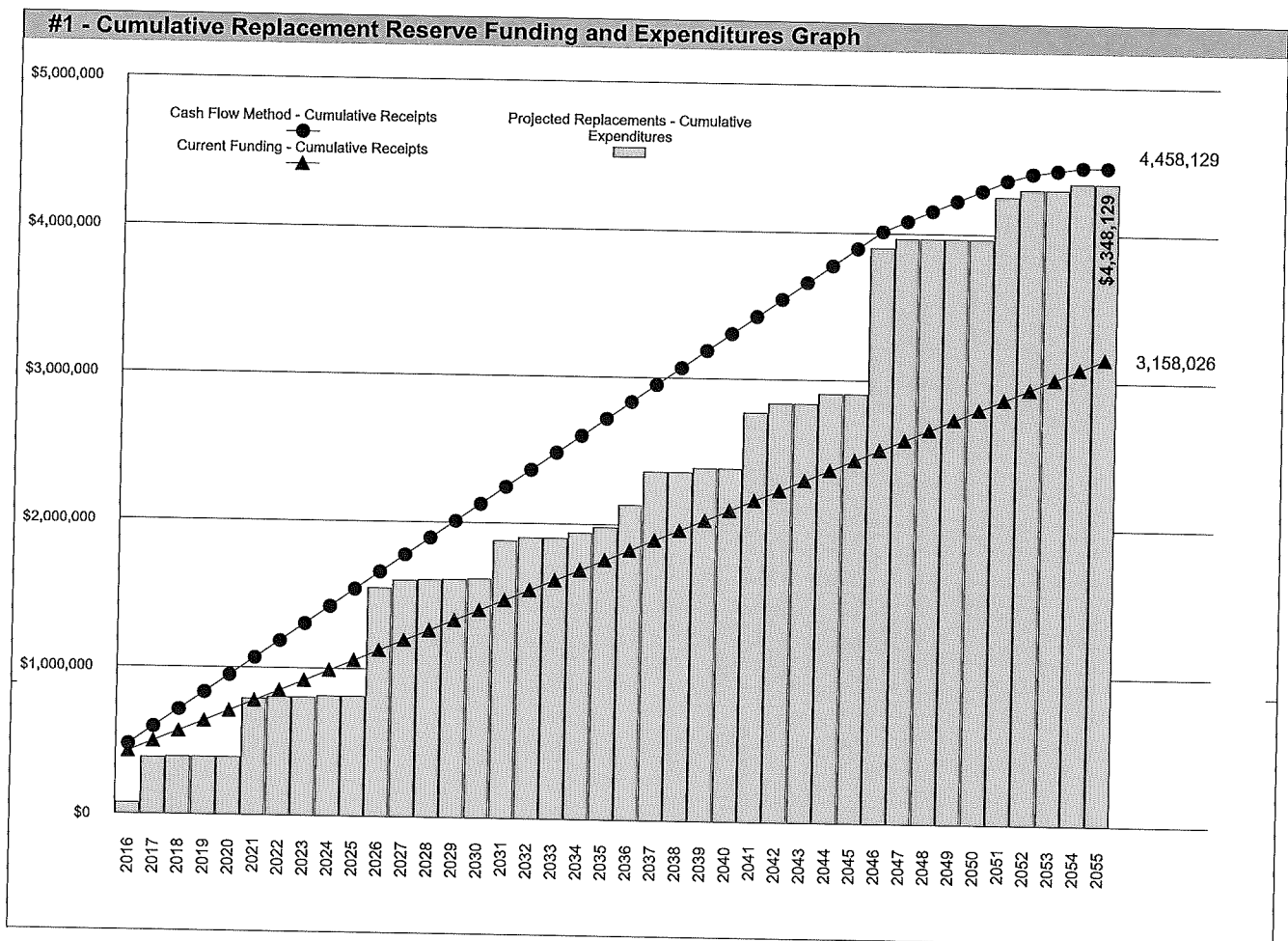
The Twelve Trees Association, Inc. Replacement Reserve Analysis uses the Cash Flow Method (CFM) to calculate Replacement Reserve funding for the periodic replacement of the 63 Projected Replacements identified in the Replacement Reserve Inventory.

\$118,241

RECOMMENDED REPLACEMENT RESERVE FUNDING FOR THE STUDY YEAR, 2016
 \$28.07 Per unit (average), minimum monthly funding of Replacement Reserves

We recommend the Association adopt a Replacement Reserve Funding Plan based on the annual funding recommendation above. Inflation adjusted funding for subsequent years is shown on Page A5.

Twelve Trees Association, Inc. reports a Starting Balance of \$358,026 and Annual Funding totaling \$70,000. Current funding is inadequate to fund the \$4,348,129 of Projected Replacements scheduled in the Replacement Reserve Inventory over the 40-year Study Period. See Page A3 for a more detailed evaluation.



The Current Funding Objective as calculated by the Component Method (Fully Funded) is \$970,291 making the reserve account 36.9% funded. See the Appendix for more information on this method.

REPLACEMENT RESERVE ANALYSIS - GENERAL INFORMATION

The Twelve Trees Association, Inc. Replacement Reserve Analysis calculations of recommended funding of Replacement Reserves by the Cash Flow Method and the evaluation of the Current Funding are based upon the same Study Year, Study Period, Beginning Balance, Replacement Reserve Inventory and Level of Service.

2016 | STUDY YEAR

The Association reports that their accounting year begins on January 1, and the Study Year, the first year evaluated by the Replacement Reserve Analysis, begins on January 1, 2016.

40 Years | STUDY PERIOD

The Replacement Reserve Analysis evaluates the funding of Replacement Reserves over a 40-year Study Period.

\$358,026 | STARTING BALANCE

The Association reports Replacement Reserves on Deposit totaling \$358,026 at the start of the Study Year.

Level One | LEVEL OF SERVICE

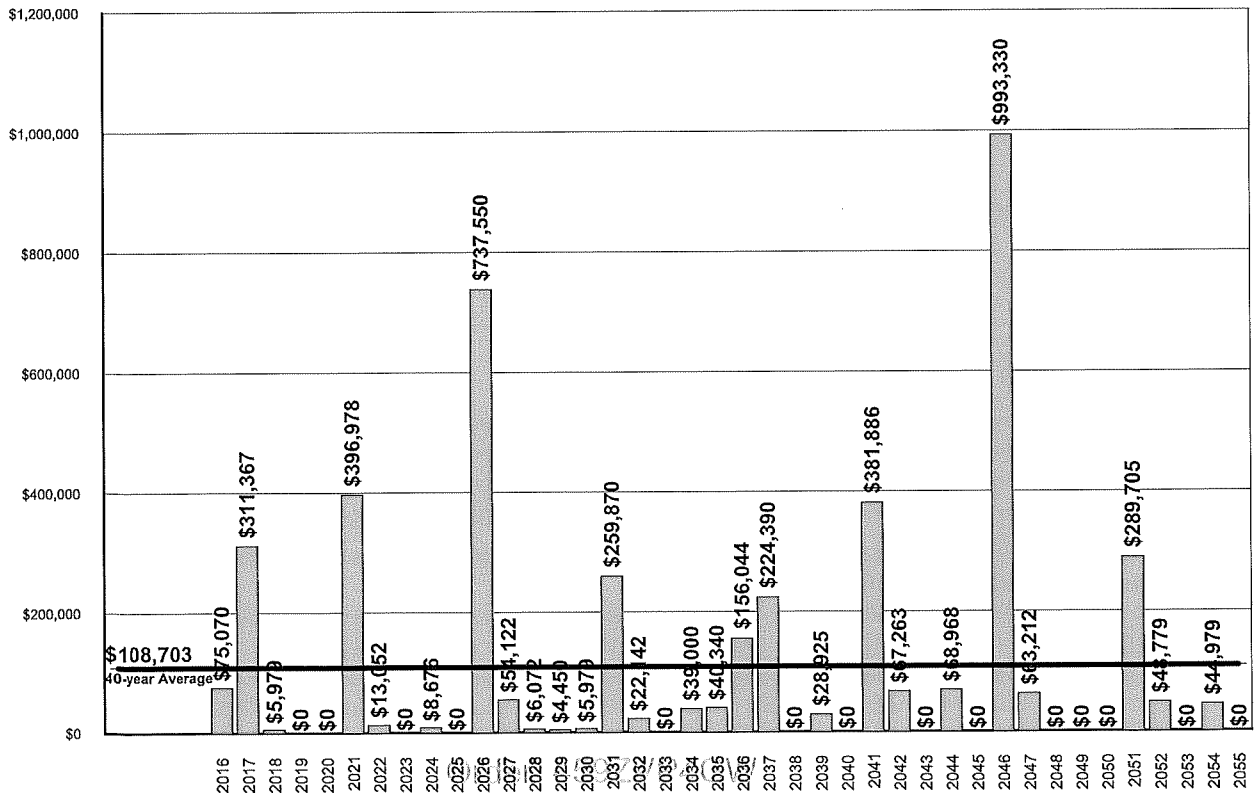
The Replacement Reserve Inventory has been developed in compliance with the National Reserve Study Standards for a Level One Study, as defined by the Community Associations Institute (CAI).

\$4,348,129 | REPLACEMENT RESERVE INVENTORY - PROJECTED REPLACEMENTS

The Twelve Trees Association, Inc. Replacement Reserve Inventory identifies 63 items that will require periodic replacement, that are to be funded from Replacement Reserves. We estimate the cost of these replacements will be \$4,348,129 over the 40-year Study Period. The Projected Replacements are divided into 12 major categories starting on Page B3. Pages B1-B2 provide detailed information on the Replacement Reserve Inventory.

#2 - Annual Expenditures for Projected Replacements Graph

This graph shows annual expenditures for Projected Replacements over the 40-year Study Period. The red line shows the average annual expenditure of \$108,703. Section C provides a year by year Calendar of these expenditures.



UPDATING

UPDATING OF THE FUNDING PLAN

The Association has a responsibility to review the Funding Plan annually. The review should include a comparison and evaluation of actual reserve funding with recommended levels shown on Page A4 and A5. The Projected Replacements listed on Page C2 should be compared with any replacements accomplished and funded from Replacement Reserves. Discrepancies should be evaluated and if necessary, the Reserve Study should be updated or a new study commissioned. We recommend annual increases in replacement reserve funding to account for the impact of inflation. Inflation Adjusted Funding is discussed on Page A5.

UPDATING OF THE REPLACEMENT RESERVE STUDY

At a minimum, the Replacement Reserve Study should be professionally updated every three to five years or after completion of a major replacement project. Updating should also be considered if during the annual review of the Funding Plan, discrepancies are noted between projected and actual reserve funding or replacement costs. Updating may also be necessary if there is a meaningful discrepancy between the actual inflation rate and the inflation rate used for the Inflation Adjusted Funding of Replacement Reserves on Page A5.

ANNUAL EXPENDITURES AND CURRENT FUNDING

The annual expenditures that comprise the \$4,348,129 of Projected Expenditures over the 40-year Study Period and the impact of the Association continuing to fund Replacement Reserves at the current level are detailed in Table 3.

#3 - Table of Annual Expenditures and Current Funding Data - Years 1 through 40										
Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Starting Balance	\$358,026									
Projected Replacements	(\$75,070)	(\$311,367)	(\$5,979)			(\$396,978)	(\$13,052)		(\$8,676)	
Annual Deposit	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
End of Year Balance	\$352,956	\$111,589	\$175,610	\$245,610	\$315,610	(\$11,368)	\$45,580	\$115,580	\$176,904	\$246,904
Cumulative Expenditures	(\$75,070)	(\$386,437)	(\$392,416)	(\$392,416)	(\$392,416)	(\$789,394)	(\$802,446)	(\$802,446)	(\$811,122)	(\$811,122)
Cumulative Receipts	\$428,026	\$498,026	\$568,026	\$638,026	\$708,026	\$778,026	\$848,026	\$918,026	\$988,026	\$1,058,026
Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Projected Replacements	(\$737,550)	(\$54,122)	(\$6,072)	(\$4,450)	(\$5,979)	(\$259,870)	(\$22,142)		(\$39,000)	(\$40,340)
Annual Deposit	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
End of Year Balance	(\$420,646)	(\$404,768)	(\$340,840)	(\$275,290)	(\$211,269)	(\$401,139)	(\$353,281)	(\$283,281)	(\$252,281)	(\$222,621)
Cumulative Expenditures	(\$1,548,672)	(\$1,602,794)	(\$1,608,866)	(\$1,613,316)	(\$1,619,295)	(\$1,879,165)	(\$1,901,307)	(\$1,901,307)	(\$1,940,307)	(\$1,980,647)
Cumulative Receipts	\$1,128,026	\$1,198,026	\$1,268,026	\$1,338,026	\$1,408,026	\$1,478,026	\$1,548,026	\$1,618,026	\$1,688,026	\$1,758,026
Year	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045
Projected Replacements	(\$156,044)	(\$224,390)		(\$28,925)		(\$381,886)	(\$67,263)		(\$68,968)	
Annual Deposit	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
End of Year Balance	(\$308,866)	(\$463,056)	(\$393,056)	(\$351,981)	(\$281,981)	(\$593,867)	(\$591,130)	(\$521,130)	(\$520,098)	(\$450,098)
Cumulative Expenditures	(\$2,136,692)	(\$2,361,082)	(\$2,361,082)	(\$2,390,007)	(\$2,390,007)	(\$2,771,893)	(\$2,839,156)	(\$2,839,156)	(\$2,908,124)	(\$2,908,124)
Cumulative Receipts	\$1,828,026	\$1,898,026	\$1,968,026	\$2,038,026	\$2,108,026	\$2,178,026	\$2,248,026	\$2,318,026	\$2,388,026	\$2,458,026
Year	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055
Projected Replacements	(\$993,330)	(\$83,212)				(\$289,705)	(\$48,779)		(\$44,979)	
Annual Deposit	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
End of Year Balance	(\$1,373,428)	(\$1,366,640)	(\$1,296,640)	(\$1,226,640)	(\$1,156,640)	(\$1,376,345)	(\$1,355,124)	(\$1,285,124)	(\$1,260,103)	(\$1,190,103)
Cumulative Expenditures	(\$3,901,454)	(\$3,964,666)	(\$3,964,666)	(\$3,964,666)	(\$3,964,666)	(\$4,254,371)	(\$4,303,150)	(\$4,303,150)	(\$4,348,129)	(\$4,348,129)
Cumulative Receipts	\$2,528,026	\$2,598,026	\$2,668,026	\$2,738,026	\$2,808,026	\$2,878,026	\$2,948,026	\$3,018,026	\$3,088,026	\$3,158,026

EVALUATION OF CURRENT FUNDING

The evaluation of Current Funding (Starting Balance of \$358,026 & annual funding of \$70,000), is done in today's dollars with no adjustments for inflation or interest earned on Replacement Reserves. The evaluation assumes Replacement Reserves will only be used for the 63 Projected Replacements identified in the Replacement Reserve Inventory and that the Association will continue Annual Funding of \$70,000 throughout the 40-year Study Period.

Annual Funding of \$70,000 is approximately 59 percent of the \$118,241 recommended Annual Funding calculated by the Cash Flow Method for 2016, the Study Year.

Evaluation of the 63 Projected Replacements calculates an average annual expenditure over the next 40 years of \$108,703. Annual funding of \$70,000 is 64 percent of the average annual expenditure.

Our calculations identify funding shortfalls in 31 years of the Study Period with the initial shortfall in 2021. The largest shortfall, \$-1,376,345, occurs in 2051. All shortfalls can be seen and evaluated in Table 3 above.

In summary, Current Funding as reported by the Association and shown above, does not provide adequate funding for the \$4,348,129 of Projected Replacements scheduled in the Replacement Reserve Inventory over the Study Period.

CASH FLOW METHOD FUNDING

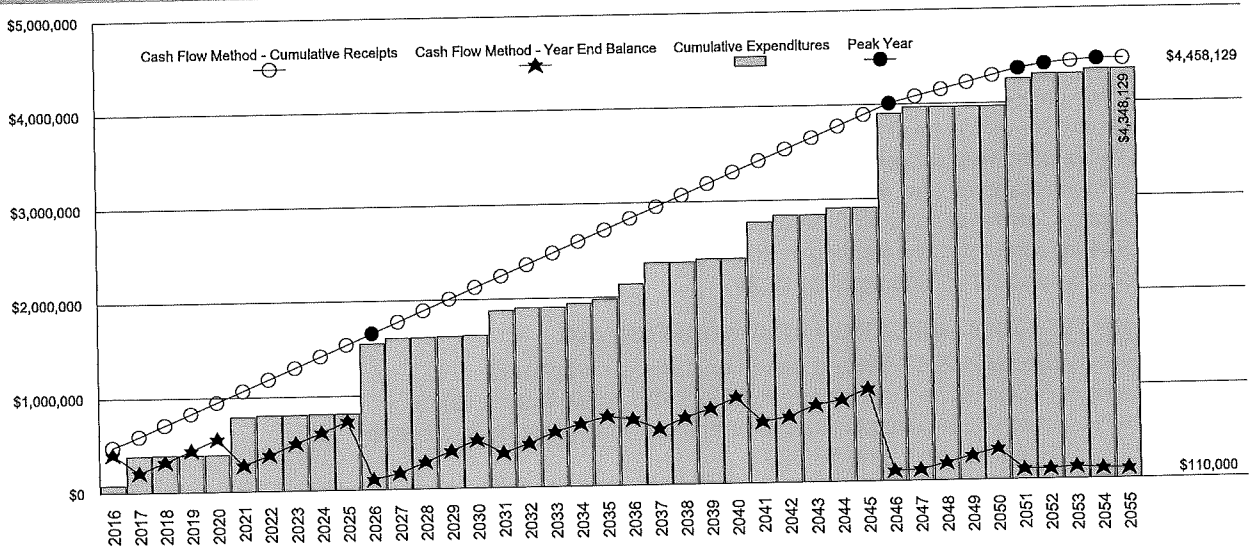
\$118,241 RECOMMENDED REPLACEMENT RESERVE FUNDING FOR 2016

\$28.07 Per unit (average), minimum monthly funding of Replacement Reserves

Recommended Replacement Reserve Funding has been calculated using the Cash Flow Method (also called the Straight Line or Threshold Method). This method calculates a constant annual funding between peaks in cumulative expenditures, while maintaining a Minimum Balance (threshold) in the Peak Years.

- **Peak Years.** The First Peak Year occurs in 2026 with Replacement Reserves on Deposit dropping to the Minimum Balance after the completion of \$1,548,672 of replacements from 2016 to 2026. Recommended funding declines from \$118,241 in 2026 to \$117,637 in 2027. Peak Years are identified in Chart 4 and Table 5.
- **Minimum Balance.** The calculations assume a Minimum Balance of \$110,000 in Replacement Reserves. This is approx. 12 months of average expenditures based on the \$108,703, 40-year average annual expenditure.
- **Cash Flow Method Study Period.** Cash Flow Method calculates funding for \$4,348,129 of expenditures over the 40-year Study Period. It does not include funding for any projects beyond 2055 and in 2055, the end of year balance will always be the Minimum Balance.

#4 - Cash Flow Method - Graph of Cumulative Receipts and Expenditures - Years 1 through 40



#5 - Cash Flow Method - Table of Receipts & Expenditures - Years 1 through 40

Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Starting Balance	\$358,026									
Projected Replacements	(\$75,070)	(\$311,367)	(\$5,979)							
Annual Deposit	\$118,241	\$118,241	\$118,241	\$118,241	\$118,241	\$118,241	\$118,241	\$118,241	\$118,241	\$118,241
End of Year Balance	\$401,196	\$208,070	\$320,332	\$438,572	\$556,813	\$278,075	\$383,264	\$501,504	\$611,069	\$729,310
Cumulative Expenditures	\$75,070	\$386,437	\$392,416	\$392,416	\$392,416	\$392,416	\$392,416	\$392,416	\$392,416	\$392,416
Cumulative Receipts	\$476,267	\$594,507	\$712,748	\$830,988	\$949,229	\$1,067,469	\$1,185,710	\$1,303,950	\$1,422,191	\$1,540,432
Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Projected Replacements	(\$156,044)	(\$224,390)	(\$28,925)	(\$4,460)	(\$5,979)	(\$259,870)	(\$22,142)	(\$117,638)	(\$117,638)	(\$117,638)
Annual Deposit	\$118,241	\$117,637	\$117,637	\$117,637	\$117,637	\$117,637	\$117,637	\$117,637	\$117,637	\$117,637
End of Year Balance	\$110,000	\$173,515	\$285,079	\$398,266	\$509,924	\$367,691	\$463,167	\$580,825	\$659,463	\$736,762
Cumulative Expenditures	(\$1,548,672)	(\$1,602,794)	(\$1,608,866)	(\$1,613,316)	(\$1,619,295)	(\$1,625,274)	(\$1,631,253)	(\$1,637,232)	(\$1,643,211)	(\$1,649,190)
Cumulative Receipts	\$1,658,672	\$1,776,309	\$1,893,945	\$2,011,582	\$2,129,219	\$2,246,856	\$2,364,493	\$2,482,130	\$2,599,767	\$2,717,404
Year	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045
Projected Replacements	(\$117,637)	(\$117,637)	(\$117,637)	(\$117,637)	(\$117,637)	(\$117,637)	(\$117,637)	(\$117,637)	(\$117,637)	(\$117,637)
Annual Deposit	\$117,639	\$117,639	\$117,640	\$117,640	\$117,640	\$117,641	\$117,641	\$117,641	\$117,641	\$117,641
End of Year Balance	\$698,357	\$591,606	\$709,246	\$797,961	\$915,602	\$651,356	\$701,734	\$819,375	\$868,048	\$985,689
Cumulative Expenditures	(\$2,136,692)	(\$2,361,082)	(\$2,361,082)	(\$2,361,082)	(\$2,361,082)	(\$2,361,082)	(\$2,361,082)	(\$2,361,082)	(\$2,361,082)	(\$2,361,082)
Cumulative Receipts	\$2,835,048	\$2,952,688	\$3,070,328	\$3,187,968	\$3,305,608	\$3,423,249	\$3,540,889	\$3,658,530	\$3,776,172	\$3,893,813
Year	2046	2047	2048	2049	2050	3rd Peak - 2051	4th Peak - 2052	2053	5th Peak - 2054	2055
Projected Replacements	(\$993,330)	(\$63,212)	\$70,583	\$70,583	\$70,583	\$70,583	\$70,583	\$22,490	\$22,490	\$110,000
Annual Deposit	\$117,641	\$70,583	\$70,583	\$70,583	\$70,583	\$70,583	\$70,583	\$110,000	\$110,000	\$110,000
End of Year Balance	\$110,000	\$117,371	\$187,955	\$258,538	\$329,122	(\$4,254,371)	(\$4,303,150)	(\$4,303,150)	(\$4,348,129)	(\$4,348,129)
Cumulative Expenditures	(\$3,901,454)	(\$3,964,666)	(\$3,964,666)	(\$3,964,666)	(\$3,964,666)	(\$3,964,666)	(\$3,964,666)	(\$3,964,666)	(\$3,964,666)	(\$3,964,666)
Cumulative Receipts	\$4,011,454	\$4,082,038	\$4,152,621	\$4,223,205	\$4,293,788	\$4,364,371	\$4,413,150	\$4,435,640	\$4,458,129	\$4,458,129

INFLATION ADJUSTED FUNDING

The Cash Flow Method calculations on Page A4 have been done in today's dollars with no adjustment for inflation. At Miller + Dodson, we believe that long-term inflation forecasting is effective at demonstrating the power of compounding, not at calculating appropriate funding levels for Replacement Reserves. We have developed this proprietary model to estimate the short-term impact of inflation on Replacement Reserve funding.

\$118,241 2016 - CASH FLOW METHOD RECOMMENDED FUNDING

The 2016 Study Year calculations have been made using current replacement costs (see Page B2), modified by the Analyst for any project specific conditions.

\$124,872 2017 - INFLATION ADJUSTED FUNDING

A new analysis calculates 2017 funding based on three assumptions;

- Replacement Reserves on Deposit totaling \$401,196 on January 1, 2017.
- All 2016 Projected Replacements listed on Page C2 accomplished at a cost to Replacement Reserves less than \$75,070.
- Construction Cost Inflation of 4.50 percent in 2016.

The \$124,872 inflation adjusted funding in 2017 is a 5.61 percent increase over the non-inflation adjusted 2017 funding of \$118,241.

\$130,944 2018 - INFLATION ADJUSTED FUNDING

A new analysis calculates 2018 funding based on three assumptions;

- Replacement Reserves on Deposit totaling \$200,690 on January 1, 2018.
- All 2017 Projected Replacements listed on Page C2 accomplished at a cost to Replacement Reserves less than \$325,378.
- Construction Cost Inflation of 4.50 percent in 2017.

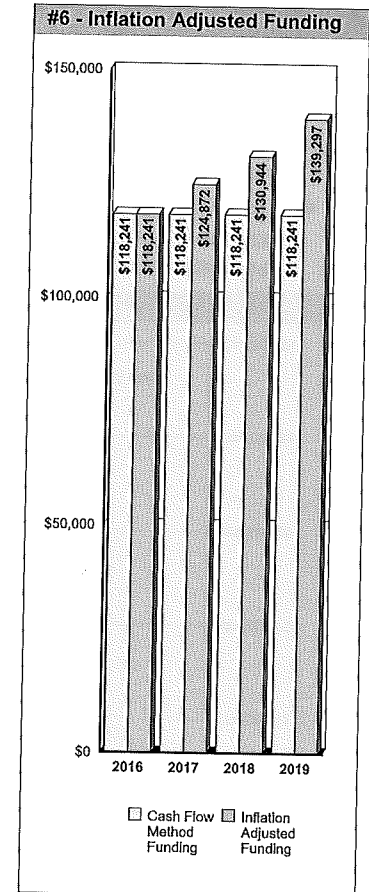
The \$130,944 inflation adjusted funding in 2018 is a 10.74 percent increase over the non-inflation adjusted 2018 funding of \$118,241.

\$139,297 2019 - INFLATION ADJUSTED FUNDING

A new analysis calculates 2019 funding based on three assumptions;

- Replacement Reserves on Deposit totaling \$325,105 on January 1, 2019.
- All 2018 Projected Replacements listed on Page C2 accomplished at a cost to Replacement Reserves less than \$6,529.
- Construction Cost Inflation of 4.50 percent in 2018.

The \$139,297 inflation adjusted funding in 2019 is a 17.81 percent increase over the non-inflation adjusted funding of \$118,241.



YEAR FIVE & BEYOND

The inflation adjusted funding calculations outlined above are not intended to be a substitute for periodic evaluation of common elements by an experienced Reserve Analyst. Industry Standards, lender requirements, and many state and local statutes require a Replacement Reserve Study be professionally updated every 3 to 5 years.

INFLATION ADJUSTMENT

Prior to approving a budget based upon the 2017, 2018 and 2019 inflation adjusted funding calculations above, the 4.50 percent base rate of inflation used in our calculations should be compared to rates published by the Bureau of Labor Statistics. If there is a significant discrepancy (over 1 percent), contact Miller Dodson + Associates prior to using the Inflation Adjusted Funding.

INTEREST ON RESERVES

The recommended funding calculations do not account for interest earned on Replacement Reserves.

In 2016, based on a 1.00 percent interest rate, we estimate the Association may earn \$3,796 on an average balance of \$379,611, \$3,009 on an average balance of \$300,943 in 2017, and \$2,629 on \$262,898 in 2018. The Association may elect to attribute 100 percent of the earned interest to Reserves, resulting in a reduction in the 2016 funding from \$118,241 to \$114,444 (a 3.21 percent reduction), \$124,872 to \$121,862 in 2017 (a 2.41 percent reduction), and \$130,944 to \$128,315 in 2018 (a 2.01 percent reduction).

REPLACEMENT RESERVE STUDY - SUPPLEMENTAL COMMENTS

- Twelve Trees Association, Inc. has 351 units. The type of property is a homeowner association.
- The Cash Flow Method calculates the minimum annual funding necessary to prevent Replacement Reserves from dropping below the Minimum Balance. Failure to fund at least the recommended levels may result in funding not being available for the Projected Replacements listed in the Replacement Reserve Inventory.
- The accuracy of the Replacement Reserve Analysis is dependent upon expenditures from Replacement Reserves being made ONLY for the 63 Projected Replacements specifically listed in the Replacement Reserve Inventory. The inclusion/exclusion of items from the Replacement Reserve Inventory is discussed on Page B1.

REPLACEMENT RESERVE INVENTORY GENERAL INFORMATION

Twelve Trees Association, Inc. - Replacement Reserve Inventory identifies 109 items. Two types of items are identified, Projected Replacements and Excluded Items:

- **PROJECTED REPLACEMENTS.** 63 of the items are Projected Replacements and the periodic replacements of these items are scheduled for funding from Replacement Reserves. The Projected Replacements have an estimated one-time replacement cost of \$1,854,207. Replacements totaling \$4,348,129 are scheduled in the Replacement Reserve Inventory over the 40-year Study Period.

Projected Replacements are the replacement of commonly-owned physical assets that require periodic replacement and whose replacement is to be funded from Replacement Reserves.

- **EXCLUDED ITEMS.** 46 of the items are Excluded Items, and expenditures for these items are NOT scheduled for funding from Replacement Reserves. The accuracy of the calculations made in the Replacement Reserve Analysis is dependent on expenditures NOT being made for Excluded Items. The Excluded Items are listed in the Replacement Reserve Inventory to identify specific items and categories of items that are not to be funded from Replacement Reserves. There are multiple categories of items that are typically excluded from funding by Replacement Reserves, including but not limited to:

Tax Code. The United States Tax Code grants very favorable tax status to Replacement Reserves, conditioned on expenditures being made within certain guidelines. These guidelines typically exclude maintenance activities, minor repairs and capital improvements.

Value. Items with a replacement cost of less than \$1,000 and/or a normal economic life of less than 3 years are typically excluded from funding from Replacement Reserves. This exclusion should reflect Association policy on the administration of Replacement Reserves. If the Association has selected an alternative level, it will be noted in the Replacement Reserve Inventory - General Comments on Page B2.

Long-lived Items. Items that when properly maintained, can be assumed to have a life equal to the property as a whole, are typically excluded from the Replacement Reserve Inventory.

Unit improvements. Items owned by a single unit and where the items serve a single unit are generally assumed to be the responsibility of that unit, not the Association.

Other non-common improvements. Items owned by the local government, public and private utility companies, the United States Postal Service, Master Associations, state and local highway authorities, etc., may be installed on property that is owned by the Association. These types of items are generally not the responsibility of the Association and are excluded from the Replacement Reserve Inventory.

The rationale for the exclusion of an item from funding by Replacement Reserves is discussed in more detail in the 'Comments' sections of the Section B - Replacement Reserve Inventory.

- **CATEGORIES.** The 109 items included in the Twelve Trees Association, Inc. Replacement Reserve Inventory are divided into 12 major categories. Each category is printed on a separate page, Pages B3 to B13.
- **LEVEL OF SERVICE.** This Replacement Reserve Inventory has been developed in compliance with the standards established for a Level One Study - Full Service, as defined by the National Reserve Study Standards, established in 1998 by Community Associations Institute, which states:

A Level I - Full Service Reserve Study includes the computation of complete component inventory information regarding commonly owned components provided by the Association, quantities derived from field measurements and/or quantity takeoffs from to-scale engineering drawings that may be made available. The condition of all components is ascertained from a visual inspection of each component by the analyst. The remaining economic life and the value of the components are provided based on these observations and the funding status and funding plan are then derived from analysis of this data.

REPLACEMENT RESERVE INVENTORY - GENERAL INFORMATION (cont'd)

- **INVENTORY DATA.** Each of the 63 Projected Replacements listed in the Replacement Reserve Inventory includes the following data:

Item Number. The Item Number is assigned sequentially and is intended for identification purposes only.

Item Description. We have identified each item included in the Inventory. Additional information may be included in the Comments section at the bottom of each page of the Inventory.

Units. We have used standard abbreviations to identify the number of units including SF-square feet, LF-lineal feet, SY-square yard, LS-lump sum, EA-each, and PR-pair. Non-standard abbreviations are noted in the Comments section at the bottom of the page.

Number of Units. The methods used to develop the quantities are discussed in "Level of Service" above.

Unit Replacement Cost. We use four sources to develop the unit cost data shown in the Inventory; actual replacement cost data provided by the client, information provided by local contractors and suppliers, industry standard estimating manuals, and a cost database we have developed based upon our detailed interviews with contractors and service providers who are specialists in their respective lines of work.

Normal Economic Life (Yrs). The number of years that a new and properly installed item should be expected to remain in service.

Remaining Economic Life (Yrs). The estimated number of years before an item will need to be replaced. In "normal" conditions, this could be calculated by subtracting the age of the item from the Normal Economic Life of the item, but only rarely do physical assets age "normally". Some items may have longer or shorter lives depending on many factors such as environment, initial quality of the item, maintenance, etc.

Total Replacement Cost. This is calculated by multiplying the Unit Replacement Cost by the Number of Units.

Each of the 46 Excluded Items includes the Item Description, Units, and Number of Units. Many of the Excluded Items are listed as a 'Lump Sum' with a quantity of 1. For the Excluded Items, this indicates that all of the items identified by the 'Item Description' are excluded from funding by Replacement Reserves.

- **REVIEW OF EXPENDITURES.** This Replacement Reserve Study should be reviewed by an accounting professional representing the Association prior to implementation.
- **PARTIAL FUNDING.** Items may have been included in the Replacement Reserve Inventory at less than 100 percent of their full quantity and/or replacement cost. This is done on items that will never be replaced in their entirety, but which may require periodic replacements over an extended period of time. The assumptions that provide the basis for any partial funding are noted in the Comments section.
- **REMAINING ECONOMIC LIFE GREATER THAN 40 YEARS.** The calculations do not include funding for initial replacements beyond 40 years. These replacements are included in this Study for tracking and evaluation. They should be included for funding in future Studies, when they enter the 40-year window.

SITE COMPONENTS PROJECTED REPLACEMENTS							
ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NORMAL ECONOMIC LIFE (YRS)	REMAINING ECONOMIC LIFE (YRS)	REPLACEMENT COST (\$)
1	Asphalt pavement, mill & overlay	sf	304,000	\$1.65	20	10	\$501,600
2	Asphalt pavement, seal coat	sf	304,000	\$0.20	5	5	\$60,800
3	Concrete curb & gutter, barrier (10%)	ft	1,148	\$35.50	5	none	\$40,754
4	Concrete flatwork (10%)	sf	3,771	\$9.10	5	none	\$34,316
5	Fence, chain link (south & west)	ft	940	\$18.20	35	5	\$17,108
6	Fence, 6' aluminum w/ 3 rails & pickets	ft	524	\$38.50	45	20	\$20,174
7	Community sign & post	sf	48	\$42.00	15	10	\$2,016
8	Mailbox, cluster	ea	351	\$85.00	25	10	\$29,835
9	Domestic water main, allowance	ls	1	\$85,000.00	10	5	\$85,000
10	Sanitary piping, allowance	ls	1	\$65,000.00	20	5	\$65,000
11	Sanitary manholes (40%)	ea	5	\$2,000.00	10	5	\$10,000
12	Stormwater piping, allowance	ls	1	\$55,000.00	20	5	\$55,000
13	Stormwater inlets (40%)	ea	12	\$2,500.00	10	5	\$29,000
14	Stormwater pond dredging 33%	cy	1,452	\$75.00	20	1	\$108,900
15	Stormwater pond chain link fence	ft	970	\$18.20	35	1	\$17,654
SITE COMPONENTS - Replacement Costs - Subtotal							\$1,077,157

SITE COMPONENTS COMMENTS	
<ul style="list-style-type: none"> ● We have assumed that the Association will replace the asphalt pavement by the installation of a 2 inch thick overlay. The pavement will need to be milled prior to the installation of the overlay. 	

Order: 459ZVP4GW
 Address: 19 Yuma Ct
 Order Date: 12-09-2019
 Document not for resale
 HomeWiseDocs

BUILDING EXTERIOR COMPONENTS PROJECTED REPLACEMENTS							
ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NORMAL ECONOMIC LIFE (YRS)	REMAINING ECONOMIC LIFE (YRS)	REPLACEMENT COST (\$)
16	Roofing, asphalt shingles	sf	3,456	\$4.00	20	18	\$13,824
17	Gutter & downspouts, 6" aluminum	ft	1,941	\$12.00	30	28	\$23,292
18	Siding & trim, vinyl	sf	3,800	\$7.20	30	28	\$27,360
19	Soffit, composite	sf	240	\$6.80	30	28	\$1,632
20	Door, solid steel	ea	2	\$850.00	25	23	\$1,700
21	Door, solid steel - double	ea	2	\$1,450.00	25	23	\$2,900
22	Door, glass full lite - double	ea	1	\$1,965.00	25	23	\$1,965
23	Door, security grill - double	sf	40	\$40.00	25	23	\$1,600
24	Window, stationary	sf	32	\$42.80	30	28	\$1,370
25	Window, operating	sf	48	\$45.60	30	28	\$2,189
26	Exterior lighting, building mounted	ea	10	\$195.00	15	13	\$1,950
BUILDING EXTERIOR COMPONENTS - Replacement Costs - Subtotal							\$79,781

BUILDING EXTERIOR COMPONENTS COMMENTS
<p style="text-align: center;">Order: 459ZVP4GW Address: 19 Yuma Ct Order Date: 12-09-2019 Document not for resale HomeWiseDocs</p>

BUILDING INTERIOR COMPONENTS
 PROJECTED REPLACEMENTS

ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NORMAL ECONOMIC LIFE (YRS)	REMAINING ECONOMIC LIFE (YRS)	REPLACEMENT COST (\$)
27	Flooring, carpet	sf	1,240	\$4.90	10	8	\$6,076
28	Flooring, vinyl tile	sf	540	\$3.80	14	12	\$2,052
29	Lobby, redecorate	sf	400	\$36.50	21	19	\$14,600
30	Party room, redecorate	sf	1,040	\$19.50	21	19	\$20,280
31	Office, redecorate	sf	200	\$19.50	21	19	\$3,900
32	Kitchen, refurbish	ls	1	\$15,000.00	25	23	\$15,000
33	Interior lighting, all	ea	12	\$280.00	14	12	\$3,360
34	Ceiling fan w/ light	ea	2	\$780.00	21	19	\$1,560
35	Emergency lighting	ea	4	\$165.00	14	12	\$660
36	Electric fireplace	ea	1	\$2,500.00	15	13	\$2,500
37	Interior door, wood	ea	6	\$560.00	25	23	\$3,360
38	Interior door, wood - double	ea	2	\$1,200.00	25	23	\$2,400
39	Security camera system	ls	1	\$2,600.00	10	8	\$2,600
40	Door alarm system, monitored off site	ea	1	\$1,500.00	20	18	\$1,500
41	Electric water heater 119 gal.	ea	1	\$4,500.00	20	18	\$4,500
42	Thru-wall heat pumps	ea	6	\$1,750.00	20	18	\$10,500

BUILDING INTERIOR COMPONENTS - Replacement Costs - Subtotal \$94,848

BUILDING INTERIOR COMPONENTS

COMMENTS

- Normally, "Rest room" components would be considered part of the community building's funding. However, because they were not done as part of the buildings replacement work, they are being done as part of the Swimming Pool funding.

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RECREATION POOL COMPONENTS PROJECTED REPLACEMENTS							
ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NORMAL ECONOMIC LIFE (YRS)	REMAINING ECONOMIC LIFE (YRS)	REPLACEMENT COST (\$)
43	Swimming pool structure	sf	4,040	\$85.00	60	30	\$343,400
44	Swimming pool, whitecoat	sf	4,040	\$5.85	10	1	\$23,634
45	Swimming pool waterline tile	ft	240	\$10.15	10	1	\$2,436
46	Swimming pool coping, precast concrete	ft	240	\$27.50	20	1	\$6,600
47	Pool deck, concrete	sf	5,140	\$10.85	30	10	\$55,769
48	Pool cover	sf	4,040	\$1.48	12	2	\$5,979
49	Site Light, 8' aluminum pole	ea	8	\$1,520.00	25	1	\$12,160
50	Fence, vinyl coated chain link	ft	535	\$18.20	35	1	\$9,737
51	Pool pump	ea	1	\$4,600.00	15	1	\$4,600
52	Pool filter	ea	4	\$710.00	15	1	\$2,840
53	Chemical distribution system	ls	1	\$1,650.00	15	1	\$1,650
54	Lifeguard chair - mounted	ea	2	\$4,400.00	20	10	\$8,800
55	Pool ladder	ea	4	\$690.00	20	10	\$2,760
56	Safety rail	ea	2	\$450.00	20	10	\$900
57	Pool furniture, allowance	ls	1	\$15,000.00	10	1	\$15,000
58	Men's Room, refurbish	ls	1	\$15,000.00	25	1	\$15,000
59	Women's Room, refurbish	ls	1	\$15,000.00	25	1	\$15,000
RECREATION POOL COMPONENTS - Replacement Costs - Subtotal							\$526,265

RECREATION POOL COMPONENTS COMMENTS	
<ul style="list-style-type: none"> ● We have assumed that the project to replace the pool deck will include the replacement of the plumbing and electrical systems installed beneath the pavement. ● The Rest room components are considered part of the pool grouping because they were not refurbished as part of the community building. Therefore they will need to be done as a part of the code compliance issue with the pool. ● The "Lifeguard chair - mounted, Pool ladder, and Safety rail" components are acceptable in their current condition. 	

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RECREATION TENNIS COMPONENTS
 PROJECTED REPLACEMENTS

ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NORMAL ECONOMIC LIFE (YRS)	REMAINING ECONOMIC LIFE (YRS)	REPLACEMENT COST (\$)
60	Tennis court, asphalt overlay	sf	13,052	\$4.00	20	1	\$52,208
61	Tennis court, color coat	sf	13,052	\$1.00	5	1	\$13,052
62	Tennis court, post & footings	pr	2	\$1,280.00	20	1	\$2,560
63	Fence, vinyl coated chain link	ft	458	\$18.20	35	1	\$8,336

RECREATION TENNIS COMPONENTS - Replacement Costs - Subtotal \$76,156

RECREATION TENNIS COMPONENTS
 COMMENTS

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VALUATION EXCLUSIONS

EXCLUDED ITEMS

ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NORMAL ECONOMIC LIFE (YRS)	REMAINING ECONOMIC LIFE (YRS)	REPLACEMENT COST (\$)
	Site lighting fixtures	ls	1				EXCLUDED
	Miscellaneous signage	ls	1				EXCLUDED
	Electric heaters	ls	1				EXCLUDED
	Tennis court posts and nets	ls	1				EXCLUDED

VALUATION EXCLUSIONS

COMMENTS

- Valuation Exclusions. For ease of administration of the Replacement Reserves and to reflect accurately how Replacement Reserves are administered, items with a dollar value less than \$1,000.00 have not been scheduled for funding from Replacement Reserves. Examples of items excluded from funding by Replacement Reserves by this standard are listed above.
- The list above exemplifies exclusions by the cited standard(s) and is not intended to be comprehensive.

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LONG-LIFE EXCLUSIONS

EXCLUDED ITEMS

ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NORMAL ECONOMIC LIFE (YRS)	REMAINING ECONOMIC LIFE (YRS)	REPLACEMENT COST (\$)
	Building foundation(s)	ls	1				EXCLUDED
	Concrete floor slabs (interior)	ls	1				EXCLUDED
	Wall, floor, & roof structure	ls	1				EXCLUDED
	Common element electrical services	ls	1				EXCLUDED
	Electrical wiring	ls	1				EXCLUDED
	Water piping at pool house	ls	1				EXCLUDED
	Waste piping at pool house	ls	1				EXCLUDED

LONG-LIFE EXCLUSIONS

COMMENTS

- Long Life Exclusions. Components that when properly maintained, can be assumed to have a life equal to the property as a whole, are normally excluded from the Replacement Reserve Inventory. Examples of items excluded from funding by Replacement Reserves by this standard are listed above.
- The list above exemplifies exclusions by the cited standard(s) and is not intended to be comprehensive.

UNIT IMPROVEMENTS EXCLUSIONS

EXCLUDED ITEMS

ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NORMAL ECONOMIC LIFE (YRS)	REMAINING ECONOMIC LIFE (YRS)	REPLACEMENT COST (\$)
	Domestic water pipes serving one unit	ls	1				EXCLUDED
	Sanitary sewers serving one unit	ls	1				EXCLUDED
	Electrical wiring serving one unit	ls	1				EXCLUDED
	Cable TV service serving one unit	ls	1				EXCLUDED
	Telephone service serving one unit	ls	1				EXCLUDED
	Gas service serving one unit	ls	1				EXCLUDED
	Sidewalks & leaadwalks on an individual lot	ls	1				EXCLUDED
	Steps & railings on an individual lot	ls	1				EXCLUDED
	Retaining wall on an individual lot	ls	1				EXCLUDED
	Fence on an individual lot	ls	1				EXCLUDED
	Unit exterior	ls	1				EXCLUDED
	Unit deck, patio, and/or balcony	ls	1				EXCLUDED
	Unit interior	ls	1				EXCLUDED

UNIT IMPROVEMENTS EXCLUSIONS

COMMENTS

- Unit improvement Exclusions. We understand that the elements of the project that relate to a single unit are the responsibility of that unit owner. Examples of items excluded from funding by Replacement Reserves by this standard are listed above.
- The list above exemplifies exclusions by the cited standard(s) and is not intended to be comprehensive.

UTILITY EXCLUSIONS

EXCLUDED ITEMS

ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NORMAL ECONOMIC LIFE (YRS)	REMAINING ECONOMIC LIFE (YRS)	REPLACEMENT COST (\$)
	Primary electric feeds	ls	1				EXCLUDED
	Electric transformers	ls	1				EXCLUDED
	Cable TV systems and structures	ls	1				EXCLUDED
	Telephone cables and structures	ls	1				EXCLUDED
	Site lighting	ls	1				EXCLUDED
	Gas mains and meters	ls	1				EXCLUDED

UTILITY EXCLUSIONS

COMMENTS

- Utility Exclusions. Many improvements owned by utility companies are on property owned by the Association. We have assumed that repair, maintenance, and replacements of these components will be done at the expense of the appropriate utility company. Examples of items excluded from funding Replacement Reserves by this standard are listed above.
- The site lights with the tall poles and "Acorn" heads are the responsibility of the electric company.
- The list above exemplifies exclusions by the cited standard(s) and is not intended to be comprehensive.

MAINTENANCE AND REPAIR EXCLUSIONS

EXCLUDED ITEMS

ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	REPLACEMENT COST (\$)	UNIT ECONOMIC LIFE (YRS)	NORMAL ECONOMIC LIFE (YRS)	REMAINING ECONOMIC LIFE (YRS)	REPLACEMENT COST (\$)
	Cleaning of asphalt pavement	ls	1					EXCLUDED
	Crack sealing of asphalt pavement	ls	1					EXCLUDED
	Painting of curbs	ls	1					EXCLUDED
	Striping of parking spaces	ls	1					EXCLUDED
	Numbering of parking spaces	ls	1					EXCLUDED
	Landscaping and site grading	ls	1					EXCLUDED
	Exterior painting	ls	1					EXCLUDED
	Interior painting	ls	1					EXCLUDED
	Janitorial service	ls	1					EXCLUDED
	Repair services	ls	1					EXCLUDED
	Partial replacements	ls	1					EXCLUDED
	Capital improvements	ls	1					EXCLUDED

MAINTENANCE AND REPAIR EXCLUSIONS

COMMENTS

- Maintenance activities, one-time-only repairs, and capital improvements. These activities are NOT appropriately funded from Replacement Reserves. The inclusion of such component in the Replacement Reserve Inventory could jeopardize the special tax status of ALL Replacement Reserves, exposing the Association to significant tax liabilities. We recommend that the Board of Directors discuss these exclusions and Revenue Ruling 75-370 with a Certified Public Accountant.
- Examples of items excluded from funding by Replacement Reserves by this standard are listed above.
- The list above exemplifies exclusions by the cited standard(s) and is not intended to be comprehensive.

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GOVERNMENT EXCLUSIONS

EXCLUDED ITEMS

ITEM #	ITEM DESCRIPTION	UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NORMAL ECONOMIC LIFE (YRS)	REMAINING ECONOMIC LIFE (YRS)	REPLACEMENT COST (\$)
	Government, roadways & parking	ls	1				EXCLUDED
	Government, sidewalks & curbs	ls	1				EXCLUDED
	Government, lighting	ls	1				EXCLUDED
	Government, stormwater mgmt.	ls	1				EXCLUDED

GOVERNMENT EXCLUSIONS

COMMENTS

- Government Exclusions. We have assumed that some of the improvements installed on property owned by the Association will be maintained by the state, county, or local government, or other association or other responsible entity. Examples of items excluded from funding by Replacement Reserves by this standard are listed above.
- Excluded right-of-ways, including Marriottsville Road, Winands Road, and adjacent properties.
- The list above exemplifies exclusions by the cited standard(s) and is not intended to be comprehensive.

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PROJECTED ANNUAL REPLACEMENTS GENERAL INFORMATION

CALENDAR OF ANNUAL REPLACEMENTS. The 63 Projected Replacements in the Twelve Trees Association, Inc. Replacement Reserve Inventory whose replacement is scheduled to be funded from Replacement Reserves are broken down on a year-by-year basis, beginning on Page C2.

REPLACEMENT RESERVE ANALYSIS AND INVENTORY POLICIES, PROCEDURES, AND ADMINISTRATION

- **REVISIONS.** Revisions will be made to the Replacement Reserve Analysis and Replacement Reserve Inventory in accordance with the written instructions of the Board of Directors. No additional charge is incurred for the first revision, if requested in writing within three months of the date of the Replacement Reserve Study. It is our policy to provide revisions in electronic (Adobe PDF) format only.
- **TAX CODE.** The United States Tax Code grants favorable tax status to a common interest development (CID) meeting certain guidelines for their Replacement Reserve. If a CID files their taxes as a 'Corporation' on Form 1120 (IRC Section 277), these guidelines typically require maintenance activities, partial replacements, minor replacements, capital improvements, and one-time only replacements to be excluded from Reserves. A CID cannot co-mingle planning for maintenance activities with capital replacement activities in the Reserves (Revenue Ruling 75-370). Funds for maintenance activities and capital replacements activities must be held in separate accounts. If a CID files taxes as an "Exempt Homeowners Association" using Form 1120H (IRC Section 528), the CID does not have to segregate these activities. However, because the CID may elect to change their method of filing from year to year within the Study Period, we advise using the more restrictive approach. We further recommend that the CID consult with their Accountant and consider creating separate and independent accounts and reserves for large maintenance items, such as painting.
- **CONFLICT OF INTEREST.** Neither Miller - Dodson Associates nor the Reserve Analyst has any prior or existing relationship with this Association which would represent a real or perceived conflict of interest.
- **RELIANCE ON DATA PROVIDED BY THE CLIENT.** Information provided by an official representative of the Association regarding financial, physical conditions, quality, or historical issues is deemed reliable.
- **INTENT.** This Replacement Reserve Study is a reflection of the information provided by the Association and the visual evaluations of the Analyst. It has been prepared for the sole use of the Association and is not for the purpose of performing an audit, quality/forensic analyses, or background checks of historical records.
- **PREVIOUS REPLACEMENTS.** Information provided to Miller - Dodson Associates regarding prior replacements is considered to be accurate and reliable. Our visual evaluation is not a project audit or quality inspection.
- **EXPERIENCE WITH FUTURE REPLACEMENTS.** The Calendar of Annual Projected Replacements, lists replacements we have projected to occur over the next thirty years, begins on Page C2. Actual experience in replacing the items may differ significantly from the cost estimates and time frames shown because of conditions beyond our control. These differences may be caused by maintenance practices, inflation, variations in pricing and market conditions, future technological developments, regulatory actions, acts of God, and luck. Some items may function normally during our visual evaluation and then fail without notice.
- **REVIEW OF THE REPLACEMENT RESERVE STUDY.** For this study to be effective, it should be reviewed by the Twelve Trees Association, Inc. Board of Directors, those responsible for the management of the items included in the Replacement Reserve Inventory, and the accounting professionals employed by the Association.

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PROJECTED REPLACEMENTS - YEARS 1 TO 6

Item	2016 - STUDY YEAR	\$
3	Concrete curb & gutter, barr	\$40,754
4	Concrete flatwork (10%)	\$34,316
Total Scheduled Replacements		\$75,070

Item	2017 - YEAR 2	\$
14	Stormwater pond dredging	\$108,900
15	Stormwater pond chain link	\$17,654
44	Swimming pool, whitecoat	\$23,634
45	Swimming pool waterline tile	\$2,436
46	Swimming pool coping, prec	\$6,600
49	Site Light, 8' aluminum pole	\$12,160
50	Fence, vinyl coated chain lin	\$9,737
51	Pool pump	\$4,600
52	Pool filter	\$2,840
53	Chemical distribution system	\$1,650
57	Pool furniture, allowance	\$15,000
58	Men's Room, refurbish	\$15,000
59	Women's Room, refurbish	\$15,000
60	Tennis court, asphalt overla	\$52,208
61	Tennis court, color coat	\$13,052
62	Tennis court, post & footings	\$2,560
63	Fence, vinyl coated chain lin	\$8,336
Total Scheduled Replacements		\$311,367

Item	2018 - YEAR 3	\$
48	Pool cover	\$5,979
Total Scheduled Replacements		\$5,979

Item	2019 - YEAR 4	\$
No Scheduled Replacements		

Item	2020 - YEAR 5	\$
No Scheduled Replacements		

Item	2021 - YEAR 6	\$
2	Asphalt pavement, seal coat	\$60,800
3	Concrete curb & gutter, barr	\$40,754
4	Concrete flatwork (10%)	\$34,316
5	Fence, chain link (south & w	\$17,108
9	Domestic water main, allowa	\$85,000
10	Sanitary piping, allowance	\$65,000
11	Sanitary manholes (40%)	\$10,000
12	Stormwater piping, allowanc	\$55,000
13	Stormwater inlets (40%)	\$29,000
Total Scheduled Replacements		\$396,978

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PROJECTED REPLACEMENTS - YEARS 7 TO 12

2022 - YEAR 7			2023 - YEAR 8			2024 - YEAR 9			
Item		\$	Item		\$	Item		\$	
61	Tennis court, color coat	\$13,052				27	Flooring, carpet	\$6,076	
						39	Security camera system	\$2,600	
Total Scheduled Replacements		\$13,052	No Scheduled Replacements			Total Scheduled Replacements		\$8,676	
2025 - YEAR 10			2026 - YEAR 11			2027 - YEAR 12			
Item		\$	Item		\$	Item		\$	
			1	Asphalt pavement, mill & ov	\$501,600	44	Swimming pool, whitecoat	\$23,634	
			2	Asphalt pavement, seal coat	\$60,800	45	Swimming pool waterline tile	\$2,436	
			3	Concrete curb & gutter, barr	\$40,754	57	Pool furniture, allowance	\$15,000	
			4	Concrete flatwork (10%)	\$34,316	61	Tennis court, color coat	\$13,052	
			7	Community sign & post	\$2,016				
			8	Mailbox, cluster	\$29,835				
			47	Pool deck, concrete	\$55,769				
			54	Lifeguard chair - mounted	\$8,800				
			55	Pool ladder	\$2,760				
			56	Safety rail	\$900				
No Scheduled Replacements			Total Scheduled Replacements			\$737,550	All Replacements not listed		\$54,122

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PROJECTED REPLACEMENTS - YEARS 13 TO 18

Item	2028 - YEAR 13	\$
28	Flooring, vinyl tile	\$2,052
33	Interior lighting, all	\$3,360
35	Emergency lighting	\$660
Total Scheduled Replacements		\$6,072

Item	2029 - YEAR 14	\$
26	Exterior lighting, building mc	\$1,950
36	Electric fireplace	\$2,500
Total Scheduled Replacements		\$4,450

Item	2030 - YEAR 15	\$
48	Pool cover	\$5,979
All Replacements not listed		\$5,979

Item	2031 - YEAR 16	\$
2	Asphalt pavement, seal coat	\$60,800
3	Concrete curb & gutter, barr	\$40,754
4	Concrete flatwork (10%)	\$34,316
9	Domestic water main, allowa	\$85,000
11	Sanitary manholes (40%)	\$10,000
13	Stormwater inlets (40%)	\$29,000
Total Scheduled Replacements		\$259,870

Item	2032 - YEAR 17	\$
51	Pool pump	\$4,600
52	Pool filter	\$2,840
53	Chemical distribution systerr	\$1,650
61	Tennis court, color coat	\$13,052
Total Scheduled Replacements		\$22,142

Item	2033 - YEAR 18	\$
No Scheduled Replacements		

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PROJECTED REPLACEMENTS - YEARS 19 TO 24

Item	2034 - YEAR 19	\$
16	Roofing, asphalt shingles	\$13,824
27	Flooring, carpet	\$6,076
39	Security camera system	\$2,600
40	Door alarm system, monitor	\$1,500
41	Electric water heater 119 ga	\$4,500
42	Thru-wall heat pumps	\$10,500
Total Scheduled Replacements		\$39,000

Item	2035 - YEAR 20	\$
29	Lobby, redecorate	\$14,600
30	Party room, redecorate	\$20,280
31	Office, redecorate	\$3,900
34	Ceiling fan w/ light	\$1,560
Total Scheduled Replacements		\$40,340

Item	2036 - YEAR 21	\$
2	Asphalt pavement, seal coat	\$60,800
3	Concrete curb & gutter, barr	\$40,754
4	Concrete flatwork (10%)	\$34,316
6	Fence, 6' aluminum w/ 3 rail	\$20,174
Total Scheduled Replacements		\$156,044

Item	2037 - YEAR 22	\$
14	Stormwater pond dredging	\$108,900
44	Swimming pool, whitecoat	\$23,634
45	Swimming pool waterline tile	\$2,436
46	Swimming pool coping, prec	\$6,600
57	Pool furniture, allowance	\$15,000
60	Tennis court, asphalt overla	\$52,208
61	Tennis court, color coat	\$13,052
62	Tennis court, post & footings	\$2,560
Total Scheduled Replacements		\$224,390

Item	2038 - YEAR 23	\$
No Scheduled Replacements		

Item	2039 - YEAR 24	\$
20	Door, solid steel	\$1,700
21	Door, solid steel - double	\$2,900
22	Door, glass full lite - double	\$1,965
23	Door, security grill - double	\$1,600
32	Kitchen, refurbish	\$15,000
37	Interior door, wood	\$3,360
38	Interior door, wood - double	\$2,400
Total Scheduled Replacements		\$28,925

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 Address: 19 Yuma Ct
 No Scheduled Replacements

PROJECTED REPLACEMENTS - YEARS 25 TO 30

Item	2040 - YEAR 25	\$
No Scheduled Replacements		

Item	2041 - YEAR 26	\$
2	Asphalt pavement, seal coat	\$60,800
3	Concrete curb & gutter, barr	\$40,754
4	Concrete flatwork (10%)	\$34,316
7	Community sign & post	\$2,016
9	Domestic water main, allowanc	\$85,000
10	Sanitary piping, allowance	\$65,000
11	Sanitary manholes (40%)	\$10,000
12	Stormwater piping, allowanc	\$55,000
13	Stormwater inlets (40%)	\$29,000
Total Scheduled Replacements		\$381,886

Item	2042 - YEAR 27	\$
28	Flooring, vinyl tile	\$2,052
33	Interior lighting, all	\$3,360
35	Emergency lighting	\$660
48	Pool cover	\$5,979
49	Site Light, 8' aluminum pole	\$12,160
58	Men's Room, refurbish	\$15,000
59	Women's Room, refurbish	\$15,000
61	Tennis court, color coat	\$13,052
Total Scheduled Replacements		\$67,263

Item	2043 - YEAR 28	\$
No Scheduled Replacements		

Item	2044 - YEAR 29	\$
17	Gutter & downspouts, 6" alu	\$23,292
18	Siding & trim, vinyl	\$27,360
19	Soffit, composite	\$1,632
24	Window, stationary	\$1,370
25	Window, operating	\$2,189
26	Exterior lighting, building mc	\$1,950
27	Flooring, carpet	\$6,076
36	Electric fireplace	\$2,500
39	Security camera system	\$2,600
Total Scheduled Replacements		\$68,968

Item	2045 - YEAR 30	\$
No Scheduled Replacements		

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PROJECTED REPLACEMENTS - YEARS 31 TO 36

Item	2046 - YEAR 31	\$
1	Asphalt pavement, mill & ov	\$501,600
2	Asphalt pavement, seal coat	\$60,800
3	Concrete curb & gutter, barr	\$40,754
4	Concrete flatwork (10%)	\$34,316
43	Swimming pool structure	\$343,400
54	Lifeguard chair - mounted	\$8,800
55	Pool ladder	\$2,760
56	Safety rail	\$900
Total Scheduled Replacements		\$993,330

Item	2047 - YEAR 32	\$
44	Swimming pool, whitecoat	\$23,634
45	Swimming pool waterline tile	\$2,436
51	Pool pump	\$4,600
52	Pool filter	\$2,840
53	Chemical distribution system	\$1,650
57	Pool furniture, allowance	\$15,000
61	Tennis court, color coat	\$13,052
Total Scheduled Replacements		\$63,212

Item	2048 - YEAR 33	\$
No Scheduled Replacements		

Item	2049 - YEAR 34	\$
No Scheduled Replacements		

Item	2050 - YEAR 35	\$
No Scheduled Replacements		

Item	2051 - YEAR 36	\$
2	Asphalt pavement, seal coat	\$60,800
3	Concrete curb & gutter, barr	\$40,754
4	Concrete flatwork (10%)	\$34,316
8	Mailbox, cluster	\$29,835
9	Domestic water main, allowe	\$85,000
11	Sanitary manholes (40%)	\$10,000
13	Stormwater inlets (40%)	\$29,000
Total Scheduled Replacements		\$289,705

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PROJECTED REPLACEMENTS - YEARS 37 TO 42

Item	2052 - YEAR 37	\$
15	Stormwater pond chain link	\$17,654
50	Fence, vinyl coated chain lin	\$9,737
61	Tennis court, color coat	\$13,052
63	Fence, vinyl coated chain lin	\$8,336
Total Scheduled Replacements		\$48,779

Item	2053 - YEAR 38	\$
No Scheduled Replacements		

Item	2054 - YEAR 39	\$
16	Roofing, asphalt shingles	\$13,824
27	Flooring, carpet	\$6,076
39	Security camera system	\$2,600
40	Door alarm system, monitor	\$1,500
41	Electric water heater 119 ga	\$4,500
42	Thru-wall heat pumps	\$10,500
48	Pool cover	\$5,979
Total Scheduled Replacements		\$44,979

Item	2055 - YEAR 40	\$
No Scheduled Replacements		

Item	2056 (beyond Study Period)	\$
2	Asphalt pavement, seal coat	\$60,800
3	Concrete curb & gutter, barr	\$40,754
4	Concrete flatwork (10%)	\$34,316
5	Fence, chain link (south & w	\$17,108
7	Community sign & post	\$2,016
28	Flooring, vinyl tile	\$2,052
29	Lobby, redecorate	\$14,600
30	Party room, redecorate	\$20,280
31	Office, redecorate	\$3,900
33	Interior lighting, all	\$3,360
34	Ceiling fan w/ light	\$1,560
35	Emergency lighting	\$660
47	Pool deck, concrete	\$55,769
Total Scheduled Replacements		\$257,175

Item	2057 (beyond Study Period)	\$
14	Stormwater pond dredging	\$108,900
44	Swimming pool, whitecoat	\$23,634
45	Swimming pool waterline tile	\$2,436
46	Swimming pool coping, prec	\$6,600
57	Pool furniture, allowance	\$15,000
60	Tennis court, asphalt overla	\$52,208
61	Tennis court, color coat	\$13,052
62	Tennis court, post & footings	\$2,560
Total Scheduled Replacements		\$224,390

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CONDITION ASSESSMENT

General Comments. Miller - Dodson Associates conducted a Reserve Study at Twelve Trees Association, Inc. in May of 2016. It is in generally excellent-to-marginal condition for a community constructed in 1974. Responsibility for the use of the word "excellent" above is attributed to the community's significant renovation of much of the pool house.

A review of the Replacement Reserve Inventory will show that we are recommending an increase of almost 70% in the funding of the replacement reserves.

The following comments pertain to the larger, more significant components in the Replacement Reserve Inventory and to those items that are unique or deserving of attention because of their condition or the manner in which they have been treated in the Replacement Reserve Analysis or Inventory.

General Condition Statements.

Excellent. 100% to 90% of Normal Economic Life expected, with no appreciable wear or defects.

Good. 90% to 60% of Normal Economic Life expected, minor wear or cosmetic defects found. Normal maintenance should be expected. If performed properly, normal maintenance may increase the useful life of a component. Otherwise, the component is wearing normally.

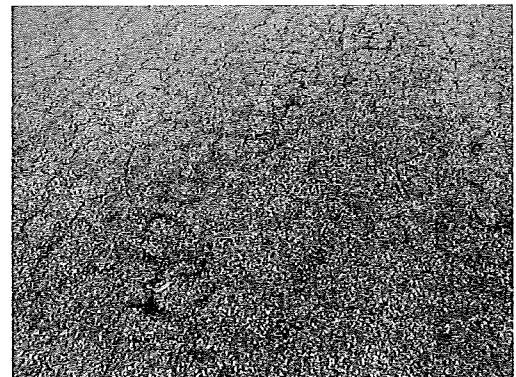
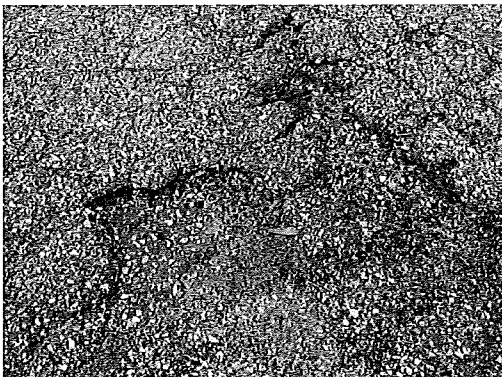
Fair. 60% to 30% of Normal Economic Life expected, moderate wear with defects found. Repair actions should be taken to extend the life of the component or to correct repairable defects and distress. Otherwise, the component is wearing normally.

Marginal. 30% to 10% of Normal Economic Life expected, with moderate to significant wear or distress found. Repair actions are expected to be cost effective for localized issues, but normal wear and use are evident. The component is reaching the end of the Normal Economic Life.

Poor. 10% to 0% of Normal Economic Life expected, with significant distress and wear. Left unattended, additional damage to underlying structures is likely to occur. Further maintenance is unlikely to be cost effective.

SITE COMPONENTS

Asphalt Pavement. The Association is responsible for the roadways and parking areas within the community; other roadways are maintained by Baltimore County. In general, the Association's asphalt pavements are in fair condition, with wide cracking and distress in a few locations.



As a rule of thumb, asphalt should be overlaid when approximately 5% of the surface area is cracked or otherwise deteriorated. The normal service life of asphalt pavement is typically 18 to 20 years.

In order to maintain the condition of the pavement throughout the community and to ensure the longest life of the asphalt, we recommend a systematic and comprehensive maintenance program that includes:

- **Cleaning.** Long-term exposure to oil or gas breaks down asphalt. Because this asphalt pavement is generally not used for long-term parking, it is unlikely that frequent cleaning will be necessary. When necessary, spill areas should be cleaned or patched if deterioration has penetrated the asphalt. This is a maintenance activity, and we have assumed that it will not be funded from Reserves.
- **Crack Repair.** All cracks should be repaired with an appropriate compound to prevent water infiltration through the asphalt into the base. This repair should be done annually. Crack repair is normally considered a maintenance activity and is not funded from Reserves. Areas of extensive cracking or deterioration that cannot be made watertight should be cut out and patched.
- **Seal Coating.** The asphalt should be seal coated every five to seven years. For this maintenance, activity to be effective in extending the life of the asphalt, cleaning and crack repair should be performed first.

The pricing used is based on recent contracts for a two-inch overlay, which reflects the current local market for this work.

For seal coating, several different products are available. The older, more traditional seal coating products are simply paints. They coat the surface of the asphalt and they are minimally effective. However, the newer coating materials, such as those from Total Asphalt Management, Asphalt Restoration Technologies, Inc., and others, are penetrating. They are engineered, so to speak, to 'remoisturize' the pavement. Asphalt pavement is intended to be flexible. Over time, the volatile chemicals in the pavement dry, the pavement becomes brittle, and degradation follows in the forms of cracking and potholes. Remoisturizing the pavement can return its flexibility and extend the life of the pavement.

Lastly, the resource links provided on our website may provide insight into the general terms and concerns, including maintenance related advantages and disadvantages, which may help the Association better manage the asphalt pavements throughout the community: <http://mdareserves.com/resources/links/site-components>.

Concrete Work. The concrete work includes the community curbs, sidewalks, and mailbox pads. We have modeled for concrete replacement when the asphalt pavement is overlaid. The overall condition of the concrete work is fair with a few tripping hazards and areas of general deterioration.





The standards we use for recommending replacement are as follows:

- Trip hazard, ½ inch height difference.
- Severe cracking.
- Severe spalling and scale.

Because it is highly unlikely that all of the concrete components will fail and require replacement in the period of the study, we have programmed funds for the replacement of these inventories and spread the funds over an extended timeframe to reflect the incremental nature of this work.

The relevant links on our web site may provide useful information related to concrete terminology, maintenance, and repair. Please see <http://mdareserves.com/resources/links/site-components>.

Fencing. The Association maintains metal fencing that is in generally good-to-poor condition. The aluminum fence with pickets is in better condition than the chain link fencing. Fencing systems have a large number of configurations and finishes that can usually be repaired as a maintenance activity by replacing individual components as they become damaged or weathered.





Protection from string machine damage during lawn maintenance can extend the useful life of some fence types. Protection from this type of damage is typically provided by applying herbicides around post bases or installing protective sheathing.

Aluminum picket fencing can have a useful life of 40 years or more. Periodic cleaning and touch-up painting may be required to keep the fence attractive. This component is located along the south property boundary.

Chain link fencing can have a useful life of 30 years or more. Periodic weed control may be required to protect and maintain the fence. This fencing is almost equally divided between the fence needed to be installed at the stormwater management pond and along the south-west boundary. The latter will need to be replaced in a few years.

For more information on fencing, visit our [website link](#) to the American Fence Association.

Mailboxes. The cluster mailboxes located throughout the community are in good condition. Mailboxes should be maintained to the extent that rust does not develop on the structure or pedestal. All mail slot doors remain intact and hinges and locks remain operable. Our replacement estimate assumes that these units will be replaced with fiberglass or composite units.



Underground Utilities. The Association is responsible for the maintenance of the underground utility lines, including the stormwater management lines, water lines, sanitary lines, and various vertical structures. Engineering drawings were used in a very limited way in the determination of these underground components. Instead, we have provided an estimate of the approximate replacement costs based on our experience with other facilities of similar size and configuration. The inspection and evaluation of underground lines and structures is beyond the scope of work for this study.

Located long the frontage with Marriottsville Road is a storm water detention pond in a failed condition. According to the Community Manager, this pond will need to be brought up to local code in the near future.



BUILDING EXTERIOR COMPONENTS

Building Roofing. The pool house is roofed in asphalt roofing that is two years old.



Annual inspections are recommended, with cleaning, repair, and mitigation of vegetation performed as needed. Access, inspection, and repair work should be performed by contractors and personnel with the appropriate access equipment who are experienced in the types of roofing used for the facility.

For additional information on roofs and roof maintenance, please see the appropriate links on our web site at <http://mdareserves.com/resources/links/building-exterior>.

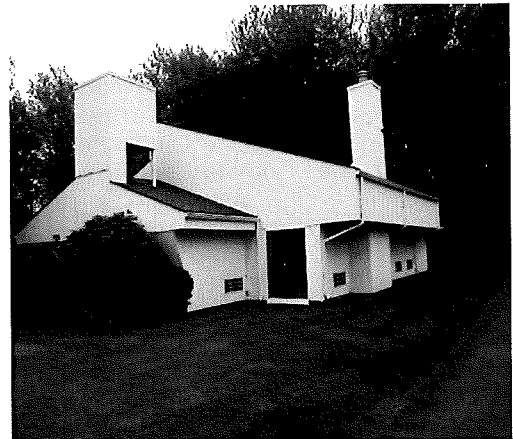
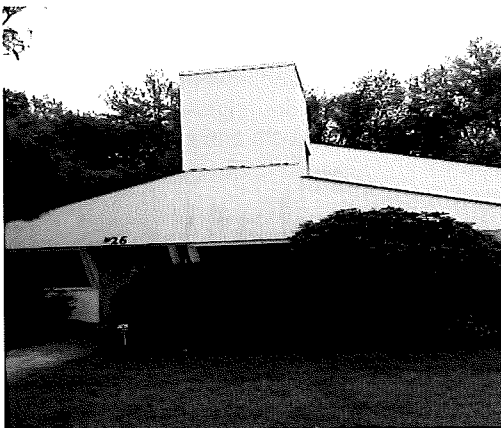
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Gutters and Downspouts. The pool house has aluminum gutters and downspouts. The gutters and downspouts were replaced with the roofing work.

A gutter and downspout system will remove rainwater from the area of the building roof, siding, and foundation. This will protect building's exterior surfaces from water damage. Gutters should run the full length of all drip edges of the building roof. Even with full gutters, it is important to inspect the function of the gutters during heavy rain to identify any deficiencies. It may be necessary to periodically adjust the slope of sections, repair connections, replace hangers, and install shrouds to the gutters. Downspouts should be securely attached to the side of the structure. Any broken straps should be replaced. The area of the outlet should be inspected to promote run-off in the desired direction. Long straight runs should have an elbow at the bottom. Splash blocks should be installed to fray the water out-letting from the downspout.

It is recommended that all gutters be cleaned at least twice each year. If there are a large number of trees located close to a building, consider installing a gutter debris shield that will let water into the gutters but will filter out leaves, twigs, and other debris.

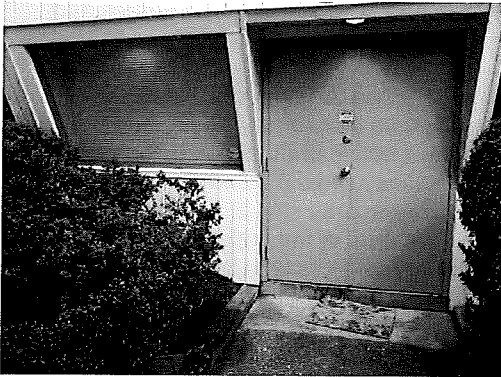
Siding and Trim. The exterior of the pool house is clad with vinyl siding and soffit overhangs. Likewise, these components are two years old.



Vinyl siding and trim can have an extended useful life if not damaged by impact, heat, or other physical reasons. However, the coatings and finishes typically have a useful life and over time begin to weather, chalk, and show their age. For these reasons, we have modeled for the replacement of the siding and trim every 25 to 35 years.

Windows and Doors. The Association is responsible for the windows and exterior doors of the pool house.

The windows and doors were replaced with the recent pool house renovation.



Window and door units play an integral part in a facility's overall comfort, efficiency, and energy use. The quality of the installed units and the care taken in their installation and maintenance are major factors in their effectiveness and useful life. These units can have a useful life of 20 to 35 years or more depending on their use and other factors mentioned above.

In general, we recommend coordinating the replacement of these units with other exterior work, such as siding and roof replacements. The weather tightness of the building envelope often requires transitional flashing and caulking that should be performed in coordination with each other. Warranties and advantages in 'economy of scale' can often result in lower overall replacement costs and results that are more reliable. Lastly, coordinated replacements offer the opportunity to correct initial construction defects and improve the effectiveness of details with improved construction techniques and materials.

For more information, please see our links at <http://mdareserves.com/resources/links/building-exterior>.

BUILDING EXTERIOR COMPONENTS

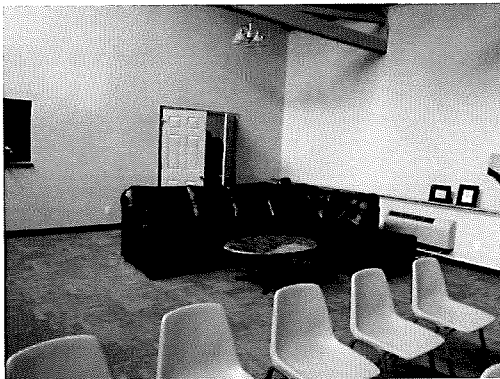
Pictures below are two examples of the pool house's exterior lighting.



BUILDING INTERIOR COMPONENTS

Common Interiors. The pool house lobby, hallway, office, kitchen, and large meeting room were all recently renovated along with the exterior work. However, the rest room and pool equipment spaces are in poor condition while awaiting renovation.

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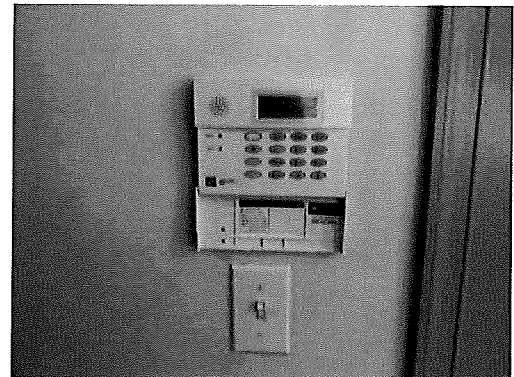
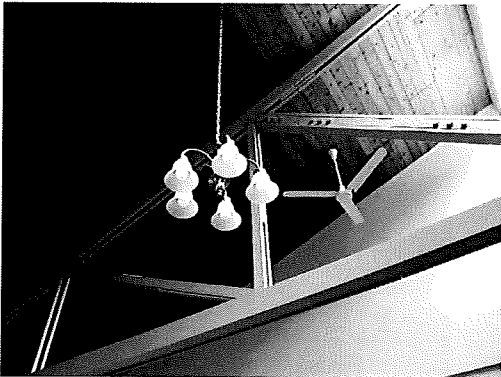
We have assumed that the Association will want to maintain these areas in a commercially acceptable condition. Typically, replacement cycles for common interior spaces vary between 5 to 10 years depending on the aesthetic tastes of the community, usage, and construction. Material selection and the community's preferences are the major factors in setting the reserve components for items such as refurbishing and interior refurbishment. The Association will need to establish these cycles as these facilities age. Maintaining historical records and incorporating these trends and preferences into a future Reserve Study update is the best way to adjust for these cycles.

BUILDING INTERIOR COMPONENTS

Some additional miscellaneous interior components are shown below.



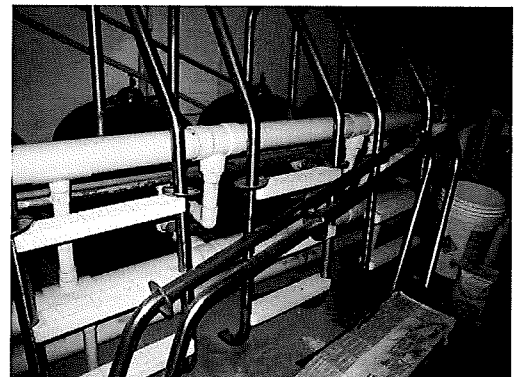
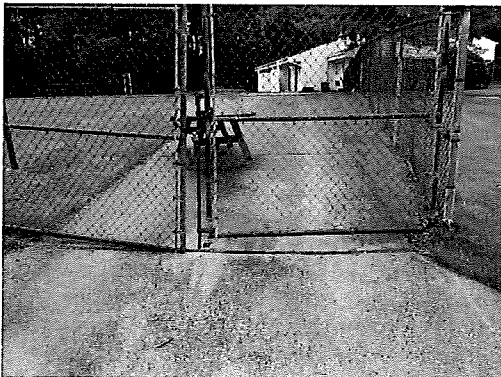
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RECREATION COMPONENTS

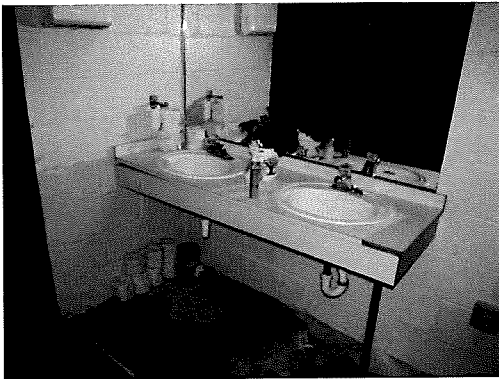
Swimming Pool. The community operates outdoor pool of concrete construction. Listed below are the major components of the pool facilities:

The pool has not been in operation for many years.



- Pool Shell. The structural shell for the swimming pool is reported to be in a good-to-fair condition.
- Pool Deck. The pool has a concrete deck. The overall condition of the deck is fair-to-poor.
- Whitecoat, waterline tile, coping, and the pump/filter system are all in a failed condition caused by the overall de-commissioning and lack of maintenance.
- Pool Fence. The swimming pool is enclosed by a metal chain link fence that is in a failed condition.

When the pool is renovated, the rest rooms in the pool house will be refurbished.



Tennis Courts. The community has available a pair of tennis courts that have been abandoned for an extensive period of time.



Listed below are the major components of the tennis court facilities:

- Asphalt Pavement (base layer). We have assumed a service life of 20 to 30 years for the asphalt base layer.
- Color Coat (surface layer). Annual cleaning is recommended to maintain the surface of the court. The base of a tennis court is subject to cracking and low spots known as "birdbaths" that can occur from weather and earth movement. A program to address cracks as they appear will help to prolong the useful life of the color coat. We have assumed a service life of five to ten years for the color coat.
- Fencing. We have assumed that the fencing will be replaced when the asphalt pavement is replaced. Posts and fencing should be inspected, repaired, and painted as needed to prolong their economic life. Periodic inspection of the posts, gates, hinges, and latches is also recommended, and it is important that posts and footings be protected to prevent soil erosion. In addition, care should be taken so that damage from string trimmers is minimized.

Net Posts. We have assumed that the new posts will be replaced when the asphalt pavement is replaced. This Condition Assessment is based upon our visual survey of the property. The sole purpose of the visual survey was an evaluation of the common elements of the property to ascertain the remaining useful life and the replacement costs of these common elements. Our evaluation assumed that all components met building code requirements in force at the time of construction. Our visual survey was conducted with care by experienced persons, but no warranty or guarantee is expressed or implied.

End of Condition Assessment

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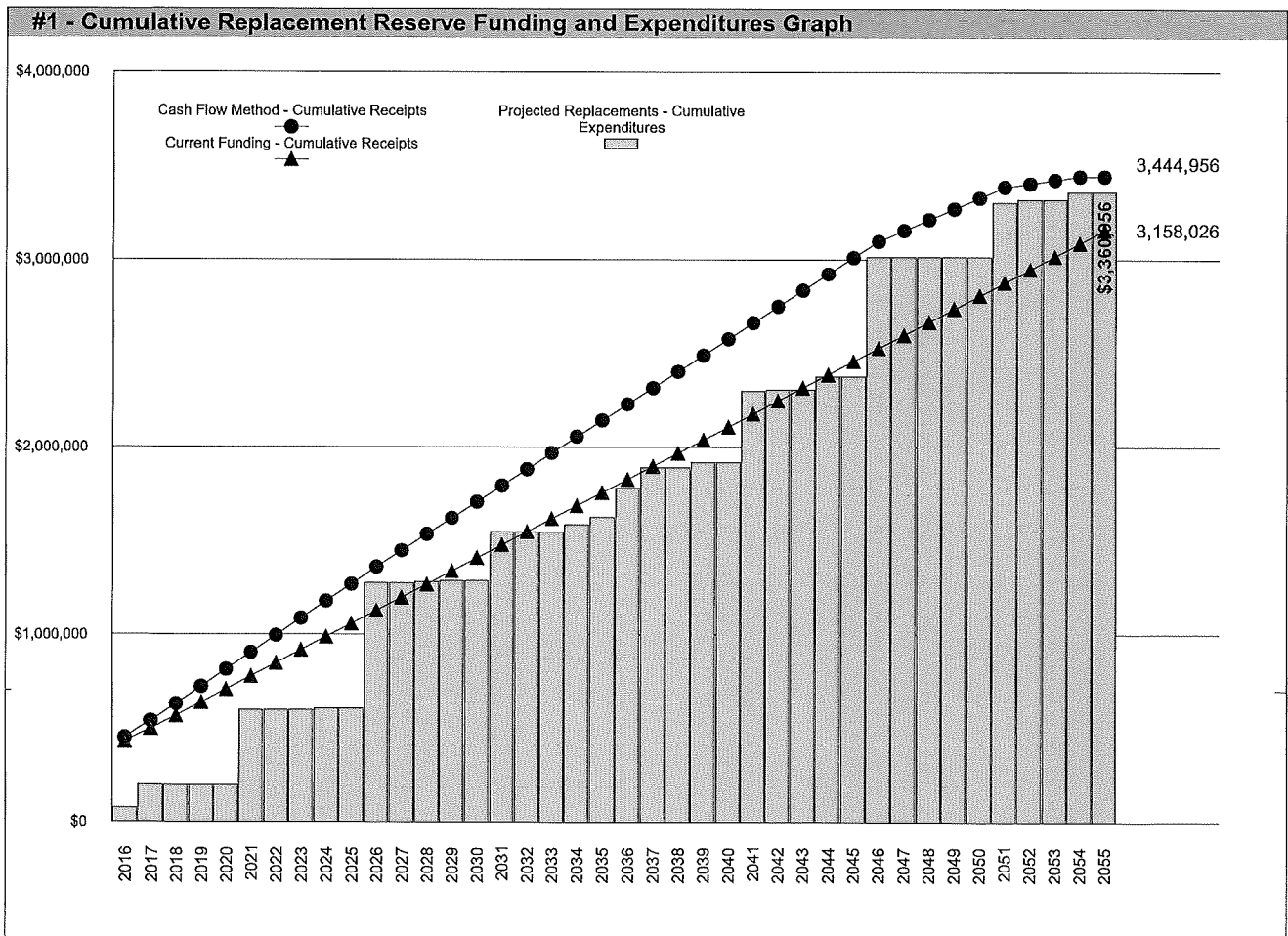
EXECUTIVE SUMMARY

The Scen 1 No Pool No Tennis Replacement Reserve Analysis uses the Cash Flow Method (CFM) to calculate Replacement Reserve funding for the periodic replacement of the 42 Projected Replacements identified in the Replacement Reserve Inventory.

\$91,143 **RECOMMENDED REPLACEMENT RESERVE FUNDING FOR THE STUDY YEAR, 2016**
 \$21.64 Per unit (average), minimum monthly funding of Replacement Reserves

We recommend the Association adopt a Replacement Reserve Funding Plan based on the annual funding recommendation above. Inflation adjusted funding for subsequent years is shown on Page A5.

Scen 1 No Pool No Tennis reports a Starting Balance of \$358,026 and Annual Funding totaling \$70,000. Current funding is inadequate to fund the \$3,360,956 of Projected Replacements scheduled in the Replacement Reserve Inventory over the 40-year Study Period. See Page A3 for a more detailed evaluation.



The Current Funding Objective as calculated by the Component Method (Fully Funded) is \$599,279 making the reserve account 59.7% funded. See the Appendix for more information on this method.

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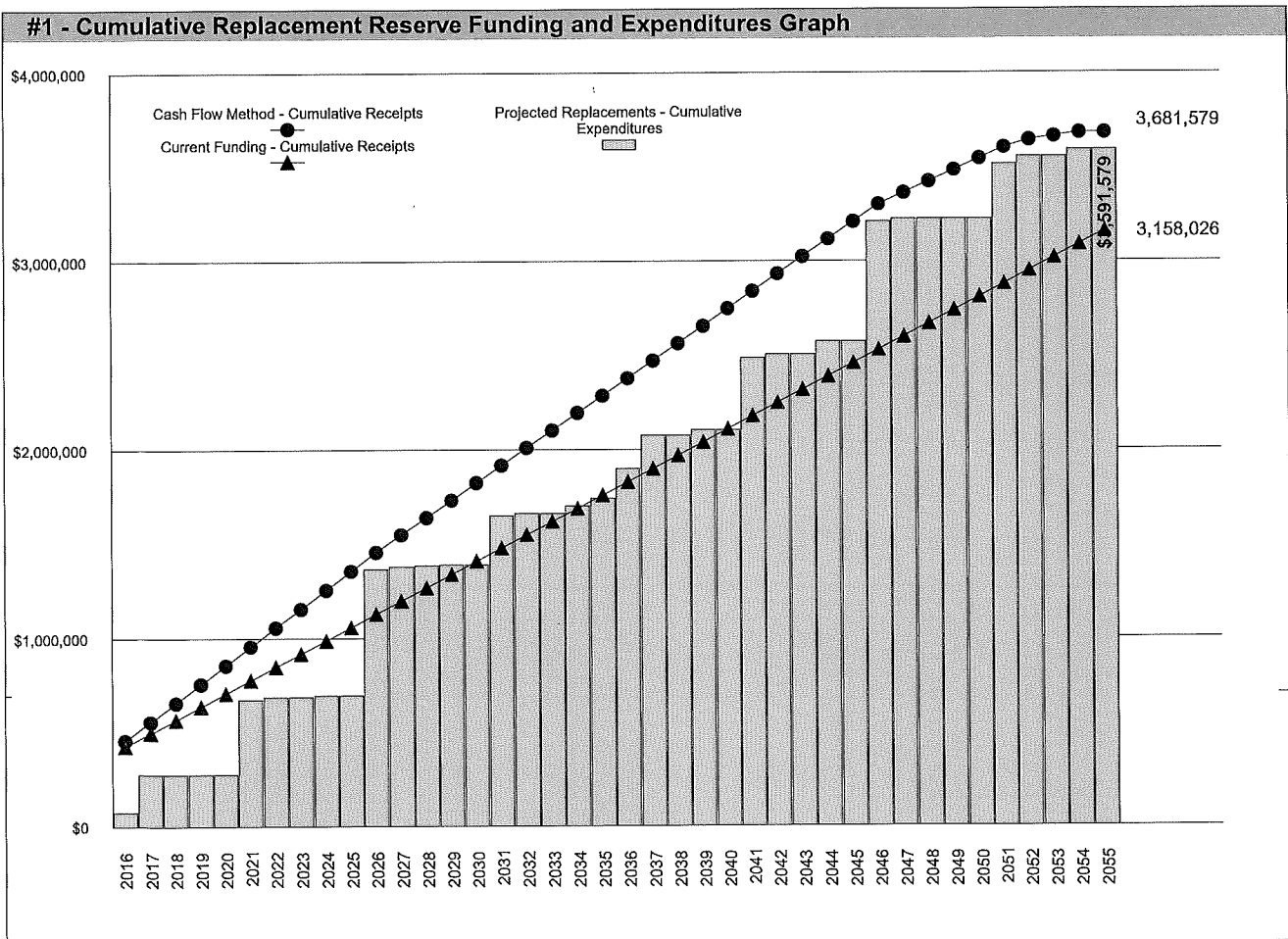
EXECUTIVE SUMMARY

The Scen 2 No Pool Replacement Reserve Analysis uses the Cash Flow Method (CFM) to calculate Replacement Reserve funding for the periodic replacement of the 46 Projected Replacements identified in the Replacement Reserve Inventory.

\$99,798 | **RECOMMENDED REPLACEMENT RESERVE FUNDING FOR THE STUDY YEAR, 2016**
 \$23.69 Per unit (average), minimum monthly funding of Replacement Reserves

We recommend the Association adopt a Replacement Reserve Funding Plan based on the annual funding recommendation above. Inflation adjusted funding for subsequent years is shown on Page A5.

Scen 2 No Pool reports a Starting Balance of \$358,026 and Annual Funding totaling \$70,000. Current funding is inadequate to fund the \$3,591,579 of Projected Replacements scheduled in the Replacement Reserve Inventory over the 40-year Study Period. See Page A3 for a more detailed evaluation.



The Current Funding Objective as calculated by the Component Method (Fully Funded) is \$664,260 making the reserve account 53.9% funded. See the Appendix for more information on this method.

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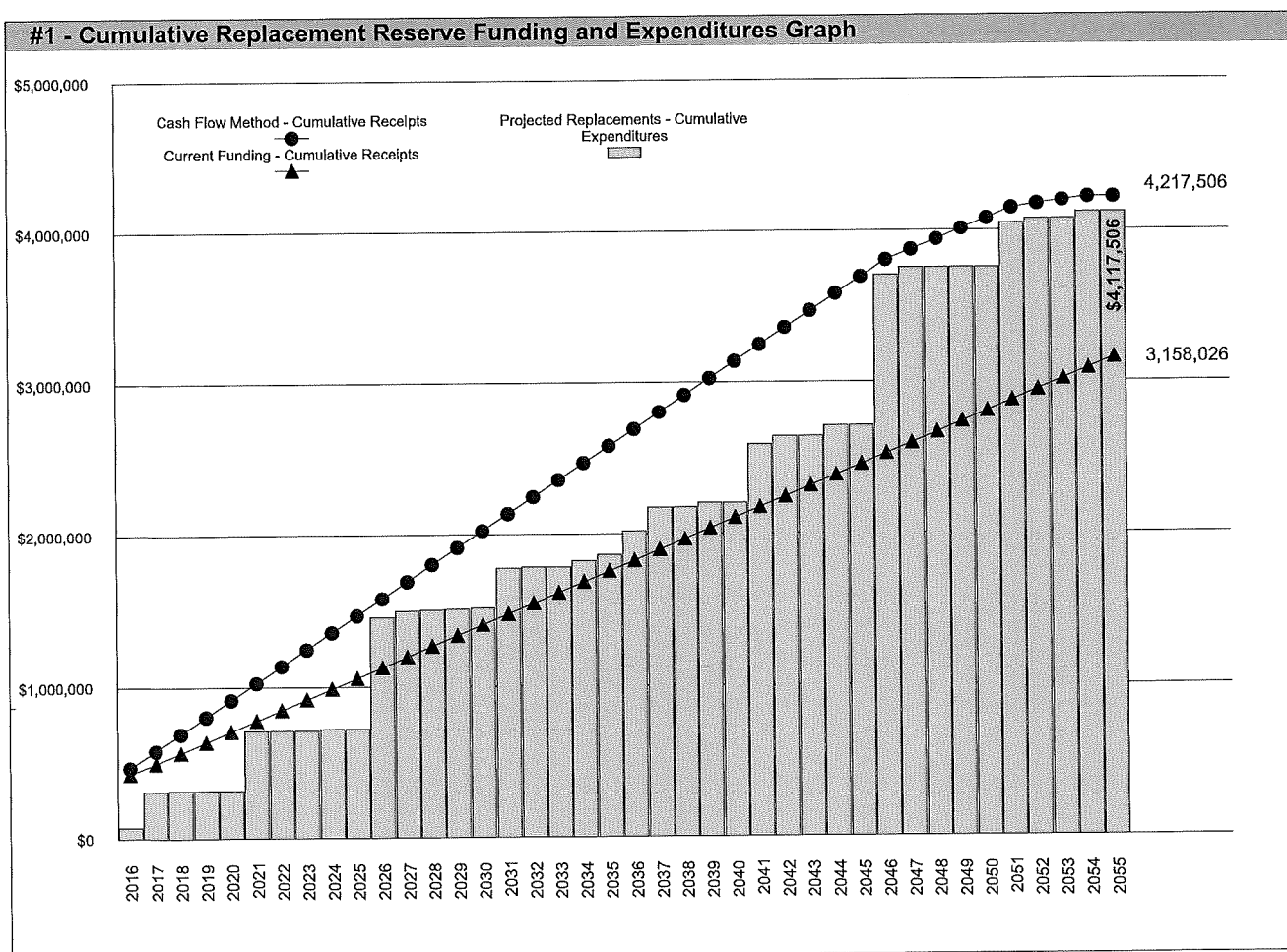
EXECUTIVE SUMMARY

The Scen 3 No Tennis Replacement Reserve Analysis uses the Cash Flow Method (CFM) to calculate Replacement Reserve funding for the periodic replacement of the 59 Projected Replacements identified in the Replacement Reserve Inventory.

\$111,201 RECOMMENDED REPLACEMENT RESERVE FUNDING FOR THE STUDY YEAR, 2016
 \$26.40 Per unit (average), minimum monthly funding of Replacement Reserves

We recommend the Association adopt a Replacement Reserve Funding Plan based on the annual funding recommendation above. Inflation adjusted funding for subsequent years is shown on Page A5.

Scen 3 No Tennis reports a Starting Balance of \$358,026 and Annual Funding totaling \$70,000. Current funding is inadequate to fund the \$4,117,506 of Projected Replacements scheduled in the Replacement Reserve Inventory over the 40-year Study Period. See Page A3 for a more detailed evaluation.



The Current Funding Objective as calculated by the Component Method (Fully Funded) is \$905,309 making the reserve account 39.5% funded. See the Appendix for more information on this method.

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CASH FLOW METHOD ACCOUNTING SUMMARY

This Twelve Trees Association, Inc. - Cash Flow Method Accounting Summary is an attachment to the Twelve Trees Association, Inc. - Replacement Reserve Study dated May 5, 2016 and is for use by accounting and reserve professionals experienced in Association funding and accounting principles. This Summary consists of four reports, the 2016, 2017, and 2018 Cash Flow Method Category Funding Reports (3) and a Three-Year Replacement Funding Report.

- CASH FLOW METHOD CATEGORY FUNDING REPORT, 2016, 2017, and 2018. Each of the 63 Projected Replacements listed in the Twelve Trees Association, Inc. Replacement Reserve Inventory has been assigned to one of 5 categories. The following information is summarized by category in each report:
 - Normal Economic Life and Remaining Economic Life of the Projected Replacements.
 - Cost of all Scheduled Replacements in each category.
 - Replacement Reserves on Deposit allocated to the category at the beginning and end of the report period.
 - Cost of Projected Replacements in the report period.
 - Recommended Replacement Reserve Funding allocated to the category during the report period as calculated by the Cash Flow Method.
- THREE-YEAR REPLACEMENT FUNDING REPORT. This report details the allocation of the \$358,026 Beginning Balance (at the start of the Study Year) and the \$354,722 of additional Replacement Reserve Funding in 2016 through 2018 (as calculated in the Replacement Reserve Analysis) to each of the 63 Projected Replacements listed in the Replacement Reserve Inventory. These allocations have been made using Chronological Allocation, a method developed by Miller Dodson Associates, Inc., and discussed below. The calculated data includes:
 - Identification and estimated cost of each Projected Replacement scheduled in years 2016 through 2018.
 - Allocation of the \$358,026 Beginning Balance to the Projected Replacements by Chronological Allocation.
 - Allocation of the \$354,722 of additional Replacement Reserve Funding recommended in the Replacement Reserve Analysis in years 2016 through 2018, by Chronological Allocation.
- CHRONOLOGICAL ALLOCATION. Chronological Allocation assigns Replacement Reserves to Projected Replacements on a "first come, first serve" basis in keeping with the basic philosophy of the Cash Flow Method. The Chronological Allocation methodology is outlined below.
 - The first step is the allocation of the \$358,026 Beginning Balance to the Projected Replacements in the Study Year. Remaining unallocated funds are next allocated to the Projected Replacements in subsequent years in chronological order until the total of Projected Replacements in the next year is greater than the unallocated funds. Projected Replacements in this year are partially funded with each replacement receiving percentage funding. The percentage of funding is calculated by dividing the unallocated funds by the total of Projected Replacements in the partially funded year.

At Twelve Trees Association, Inc. the Beginning Balance funds all Scheduled Replacements in the Study Year through 2016 and provides partial funding (91%) of replacements scheduled in 2017.
 - The next step is the allocation of the \$118,241 of 2016 Cash Flow Method Reserve Funding calculated in the Replacement Reserve Analysis. These funds are first allocated to fund the partially funded Projected Replacements and then to subsequent years in chronological order as outlined above.

At Twelve Trees Association, Inc. the Beginning Balance and the 2016 Replacement Reserve Funding, funds replacements through 2020 and partial funds (21.1%) replacements in 2021.
 - Allocations of the 2017 and 2018 Reserve Funding are done using the same methodology.
 - The Three-Year Replacement Funding Report details component by component allocations made by Chronological Allocation.

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2016 - CASH FLOW METHOD CATEGORY FUNDING REPORT

Each of the 63 Projected Replacements included in the Twelve Trees Association, Inc. Replacement Reserve Inventory has been assigned to one of the 5 categories listed in TABLE CF1 below. This calculated data is a summary of data provided in the Three-Year Replacement Funding Report and Replacement Reserve Inventory. The accuracy of this data is dependent upon many factors including the following critical financial data:

- A Beginning Balance of \$358,026 as of the first day of the Study Year, January 1, 2016.
- Total reserve funding (including the Beginning Balance) of \$476,267 in the Study Year.
- No expenditures from Replacement Reserves other than those specifically listed in the Replacement Reserve Inventory.
- All Projected Replacements scheduled in the Replacement Reserve Inventory in 2016 being accomplished in 2016 at a cost of \$75,070.

If any of these critical factors are inaccurate, do not use the data and please contact Miller Dodson Associates to arrange for an update of the Replacement Reserve Study.

2016 - CASH FLOW METHOD CATEGORY FUNDING - TABLE CF1							
CATEGORY	NORMAL ECONOMIC LIFE	REMAINING ECONOMIC LIFE	ESTIMATED REPLACEMENT COST	2016 BEGINNING BALANCE	2016 RESERVE FUNDING	2016 PROJECTED REPLACEMENTS	2016 END OF YEAR BALANCE
SITE COMPONENTS	5 to 45 years	0 to 20 years	\$1,077,157	\$190,077	\$95,398	(\$75,070)	\$210,405
BUILDING EXTERIOR COMPONENTS	15 to 30 years	13 to 28 years	\$79,781				
BUILDING INTERIOR COMPONENTS	10 to 25 years	8 to 23 years	\$94,848				
RECREATION POOL COMPONENTS	10 to 60 years	1 to 30 years	\$526,265	\$98,743	\$15,894		\$114,636
RECREATION TENNIS COMPONENTS	5 to 35 years	1 years	\$76,156	\$69,207	\$6,949		\$76,156

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2017 - CASH FLOW METHOD CATEGORY FUNDING REPORT

Each of the 63 Projected Replacements included in the Twelve Trees Association, Inc. Replacement Reserve Inventory has been assigned to one of the 5 categories listed in TABLE CF2 below. This calculated data is a summary of data provided in the Three-Year Replacement Funding Report and Replacement Reserve Inventory. The accuracy of this data is dependent upon many factors including the following critical financial data:

- Replacement Reserves on Deposit totaling \$401,196 on January 1, 2017.
- Total reserve funding (including the Beginning Balance) of \$594,507 from 2016 through 2017.
- No expenditures from Replacement Reserves other than those specifically listed in the Replacement Reserve Inventory.
- All Projected Replacements scheduled in the Replacement Reserve Inventory in 2017 being accomplished in 2017 at a cost of \$311,367.

If any of these critical factors are inaccurate, do not use the data and please contact Miller Dodson Associates to arrange for an update of the Replacement Reserve Study.

2017 - CASH FLOW METHOD CATEGORY FUNDING - TABLE CF2							
CATEGORY	NORMAL ECONOMIC LIFE	REMAINING ECONOMIC LIFE	ESTIMATED REPLACEMENT COST	2017 BEGINNING BALANCE	2017 RESERVE FUNDING	2017 PROJECTED REPLACEMENTS	2017 END OF YEAR BALANCE
SITE COMPONENTS	5 to 45 years	0 to 19 years	\$1,077,157	\$210,405	\$118,241	(\$126,554)	\$202,091
BUILDING EXTERIOR COMPONENTS	15 to 30 years	12 to 27 years	\$79,781				
BUILDING INTERIOR COMPONENTS	10 to 25 years	7 to 22 years	\$94,848				
RECREATION POOL COMPONENTS	10 to 60 years	0 to 29 years	\$526,265	\$114,636		(\$108,657)	\$5,979
RECREATION TENNIS COMPONENTS	5 to 35 years	0 years	\$76,156	\$76,156		(\$76,156)	

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2018 - CASH FLOW METHOD CATEGORY FUNDING REPORT

Each of the 63 Projected Replacements included in the Twelve Trees Association, Inc. Replacement Reserve Inventory has been assigned to one of the 5 categories listed in TABLE CF3 below. This calculated data is a summary of data provided in the Three-Year Replacement Funding Report and Replacement Reserve Inventory. The accuracy of this data is dependent upon many factors including the following critical financial data:

- Replacement Reserves on Deposit totaling \$208,070 on January 1, 2018.
- Total Replacement Reserve funding (including the Beginning Balance) of \$712,748 from 2016 to 2018.
- No expenditures from Replacement Reserves other than those specifically listed in the Replacement Reserve Inventory.
- All Projected Replacements scheduled in the Replacement Reserve Inventory in 2018 being accomplished in 2018 at a cost of \$5,979.

If any of these critical factors are inaccurate, do not use the data and please contact Miller Dodson Associates to arrange for an update of the Replacement Reserve Study.

2018 - CASH FLOW METHOD CATEGORY FUNDING - TABLE CF3								
CATEGORY	NORMAL ECONOMIC LIFE	REMAINING ECONOMIC LIFE	ESTIMATED REPLACEMENT COST	2018 BEGINNING BALANCE	2018 RESERVE FUNDING	2018 PROJECTED REPLACEMENTS	2018 END OF YEAR BALANCE	
SITE COMPONENTS	5 to 45 years	3 to 34 years	\$1,077,157	\$202,091	\$118,241		\$320,332	
BUILDING EXTERIOR COMPONENTS	15 to 30 years	11 to 26 years	\$79,781					
BUILDING INTERIOR COMPONENTS	10 to 25 years	6 to 21 years	\$94,848					
RECREATION POOL COMPONENTS	10 to 60 years	0 to 34 years	\$526,265	\$5,979		(\$5,979)	\$0	
RECREATION TENNIS COMPONENTS	5 to 35 years	4 to 34 years	\$76,156					

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CASH FLOW METHOD - THREE-YEAR REPLACEMENT FUNDING REPORT

TABLE CF4 below details the allocation of the \$358,026 Beginning Balance, as reported by the Association and the \$354,722 of Replacement Reserve Funding calculated by the Cash Flow Method from 2016 to 2018, to the 63 Projected Replacements listed in the Replacement Reserve Inventory. These allocations have been made by Chronological Allocation, a method developed by Miller Dodson Associates, Inc., and outlined on Page CF1. The accuracy of the allocations is dependent upon many factors including the following critical financial data:

- Replacement Reserves on Deposit totaling \$358,026 on January 1, 2016.
- Replacement Reserves on Deposit totaling \$401,196 on January 1, 2017.
- Replacement Reserves on Deposit totaling \$208,070 on January 1, 2018.
- Total Replacement Reserve funding (including the Beginning Balance) of \$712,748 from 2016 to 2018.
- No expenditures from Replacement Reserves other than those specifically listed in the Replacement Reserve Inventory.
- All Projected Replacements scheduled in the Replacement Reserve Inventory from 2016 to 2018 being accomplished as scheduled in the Replacement Reserve Inventory at a cost of \$392,416.

If any of these critical factors are inaccurate, do not use the data and please contact Miller Dodson Associates, Inc., to arrange for an update of the Replacement Reserve Study.

CASH FLOW METHOD - THREE-YEAR REPLACEMENT FUNDING - TABLE CF4													
Item #	Description of Projected Replacement	Estimated Replacement Costs	Allocation of Beginning Balance	2016 Reserve Funding	2016 Projected Replacements	2016 End of Year Balance	2017 Reserve Funding	2017 Projected Replacements	2017 End of Year Balance	2018 Reserve Funding	2018 Projected Replacements	2018 End of Year Balance	
SITE COMPONENTS													
1	Asphalt pavement, mill & overlay	501,600											
2	Asphalt pavement, seal coat	60,800		12,842		12,842	18,109		30,952	18,109		49,061	
3	Concrete curb & gutter, barrier (10%)	40,754	40,754	8,608	(40,754)	8,608	12,139		20,747	12,139		32,885	
4	Concrete flatwork (10%)	34,316	34,316	7,248	(34,316)	7,248	10,221		17,469	10,221		27,691	
5	Fence, chain link (south & west)	17,108		3,614		3,614	5,096		8,709	5,096		13,805	
6	Fence, 6' aluminum w/ 3 rails & picket	20,174											
7	Community sign & post	2,016											
8	Mailbox, cluster	29,835											
9	Domestic water main, allowance	85,000		17,954		17,954	25,317		43,271	25,317		68,589	
10	Sanitary piping, allowance	65,000		13,729		13,729	19,360		33,090	19,360		52,450	
11	Sanitary manholes (40%)	10,000		2,112		2,112	2,979		5,091	2,979		8,069	
12	Stormwater piping, allowance	55,000		11,617		11,617	16,382		27,999	16,382		44,381	
13	Stormwater inlets (40%)	29,000		6,125		6,125	8,638		14,763	8,638		23,401	
14	Stormwater pond dredging 33%	108,900	98,963	9,937		108,900		(108,900)					
15	Stormwater pond chain link fence	17,654	16,043	1,611		17,654		(17,654)					
BUILDING EXTERIOR COMPONENTS													
16	Roofing, asphalt shingles	13,824											
17	Gutter & downspouts, 6" aluminum	23,292											
18	Siding & trim, vinyl	27,360											
19	Soffit, composite	1,632											
20	Door, solid steel	1,700											
21	Door, solid steel - double	2,900											
22	Door, glass full lite - double	1,965											
23	Door, security grill - double	1,600											
24	Window, stationary	1,370											
25	Window, operating	2,189											
26	Exterior lighting, building mounted	1,950											
BUILDING INTERIOR COMPONENTS													
27	Flooring, carpet	6,076											
28	Flooring, vinyl tile	2,052											
29	Lobby, redecorate	14,600											
30	Party room, redecorate	20,280											
31	Office, redecorate	3,900											
32	Kitchen, refurbish	15,000											
33	Interior lighting, all	3,360											
34	Ceiling fan w/ light	1,560											
35	Emergency lighting	660											
36	Electric fireplace	2,500											
37	Interior door, wood	3,360											
38	Interior door, wood - double	2,400											
39	Security camera system	2,600											

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CASH FLOW METHOD - THREE-YEAR REPLACEMENT FUNDING - TABLE CF4 cont'd

Item #	Description of Projected Replacement	Estimated Replacement Costs	Allocation of Beginning Balance	2016			2017			2018		
				Reserve Funding	Projected Replacements	End of Year Balance	Reserve Funding	Projected Replacements	End of Year Balance	Reserve Funding	Projected Replacements	End of Year Balance
40	Door alarm system, monitored off site	1,500										
41	Electric water heater 119 gal.	4,500										
42	Thru-wall heat pumps	10,500										
RECREATION POOL COMPONENT												
43	Swimming pool structure	343,400										
44	Swimming pool, whitecoat	23,634	21,478	2,156		23,634		(23,634)				
45	Swimming pool waterline tile	2,436	2,214	222		2,436		(2,436)				
46	Swimming pool coping, precast concrete	6,600	5,998	602		6,600		(6,600)				
47	Pool deck, concrete	55,769										
48	Pool cover	5,979		5,979		5,979			5,979		(5,979)	
49	Site Light, 8' aluminum pole	12,160	11,050	1,110		12,160		(12,160)				
50	Fence, vinyl coated chain link	9,737	8,849	888		9,737		(9,737)				
51	Pool pump	4,600	4,180	420		4,600		(4,600)				
52	Pool filter	2,840	2,581	259		2,840		(2,840)				
53	Chemical distribution system	1,650	1,499	151		1,650		(1,650)				
54	Lifeguard chair - mounted	8,800										
55	Pool ladder	2,760										
56	Safety rail	900										
57	Pool furniture, allowance	15,000	13,631	1,369		15,000		(15,000)				
58	Men's Room, refurbish	15,000	13,631	1,369		15,000		(15,000)				
59	Women's Room, refurbish	15,000	13,631	1,369		15,000		(15,000)				
RECREATION TENNIS COMPONENT												
60	Tennis court, asphalt overlay	52,208	47,444	4,764		52,208		(52,208)				
61	Tennis court, color coat	13,052	11,861	1,191		13,052		(13,052)				
62	Tennis court, post & footings	2,560	2,326	234		2,560		(2,560)				
63	Fence, vinyl coated chain link	8,336	7,575	761		8,336		(8,336)				

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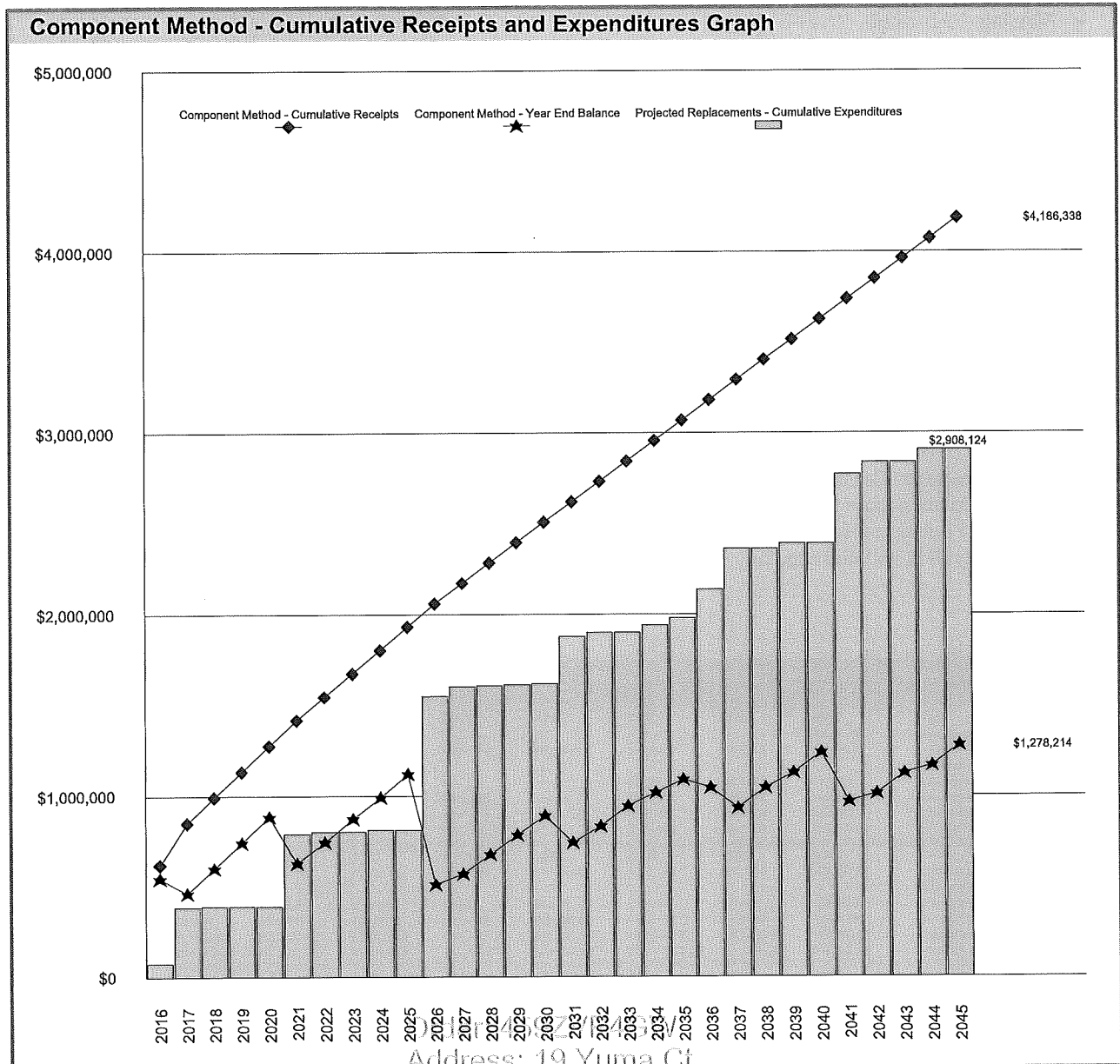
COMPONENT METHOD



\$261,835 COMPONENT METHOD RECOMMENDED ANNUAL FUNDING OF REPLACEMENT RESERVES IN THE STUDY YEAR, 2016.

\$62.16 Per unit (average), recommended monthly funding of Replacement Reserves

General. The Component Method (also referred to as the Full Funded Method) is a very conservative mathematical model developed by HUD in the early 1980s. Each of the 63 Projected Replacements listed in the Replacement Reserve Inventory is treated as a separate account. The Beginning Balance is allocated to each of the individual accounts, as is all subsequent funding of Replacement Reserves. These funds are "locked" in these individual accounts and are not available to fund other Projected Replacements. The calculation of Recommended Annual Funding of Replacement Reserves is a multi-step process outlined in more detail on Page CM2.



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COMPONENT METHOD (cont'd)

- **Current Funding Objective.** A Current Funding Objective is calculated for each of the Projected Replacements listed in the Replacement Reserve Inventory. Replacement Cost is divided by the Normal Economic Life to determine the nominal annual contribution. The Remaining Economic Life is then subtracted from the Normal Economic Life to calculate the number of years that the nominal annual contribution should have been made. The two values are then multiplied to determine the Current Funding Objective. This is repeated for each of the 63 Projected Replacements. The total, \$970,291, is the Current Funding Objective.
 For an example, consider a very simple Replacement Reserve Inventory with one Projected Replacement, a fence with a \$1,000 Replacement Cost, a Normal Economic Life of 10 years, and a Remaining Economic Life of 2 years. A contribution to Replacement Reserves of \$100 (\$1,000 ÷ 10 years) should have been made in each of the previous 8 years (10 years - 2 years). The result is a Current Funding Objective of \$800 (8 years x \$100 per year).
- **Funding Percentage.** The Funding Percentage is calculated by dividing the Beginning Balance (\$358,026) by the Current Funding Objective (\$970,291). At Twelve Trees Association, Inc. the Funding Percentage is 36.9%
- **Allocation of the Beginning Balance.** The Beginning Balance is divided among the 63 Projected Replacements in the Replacement Reserve Inventory. The Current Funding Objective for each Projected Replacement is multiplied by the Funding Percentage and these funds are then "locked" into the account of each item.
 If we relate this calculation back to our fence example, it means that the Association has not accumulated \$800 in Reserves (the Funding Objective), but rather at 36.9 percent funded, there is \$295 in the account for the fence.
- **Annual Funding.** The Recommended Annual Funding of Replacement Reserves is then calculated for each Projected Replacement. The funds allocated to the account of the Projected Replacement are subtracted from the Replacement Cost. The result is then divided by the number of years until replacement, and the result is the annual funding for each of the Projected Replacements. The sum of these is \$261,835, the Component Method Recommended Annual Funding of Replacement Reserves in the Study Year (2016).
 In our fence example, the \$295 in the account is subtracted from the \$1,000 Total Replacement Cost and divided by the 2 years that remain before replacement, resulting in an annual deposit of \$352. Next year, the deposit remains \$352, but in the third year, the fence is replaced and the annual funding adjusts to \$100.
- **Adjustment to the Component Method for interest and inflation.** The calculations in the Replacement Reserve Analysis do not account for interest earned on Replacement Reserves, inflation, or a constant annual increase in Annual Funding of Replacement Reserves. The Component Method is a very conservative method and if the Analysis is updated regularly, adequate funding will be maintained without the need for adjustments.

Component Method Data - Years 1 through 30

Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Beginning balance	\$358,026									
Recommended annual funding	\$261,835	\$229,479	\$142,942	\$141,999	\$141,999	\$141,999	\$128,484	\$128,484	\$128,484	\$128,424
Interest on reserves										
Expenditures	\$75,070	\$311,367	\$5,979			\$396,978	\$13,052		\$8,676	
Year end balance	\$544,791	\$462,903	\$599,866	\$741,865	\$883,864	\$628,885	\$744,317	\$872,801	\$992,610	\$1,121,033
Cumulative Expenditures	\$75,070	\$386,437	\$392,416	\$392,416	\$392,416	\$789,394	\$802,446	\$802,446	\$811,122	\$811,122
Cumulative Receipts	\$619,861	\$849,340	\$992,282	\$1,134,281	\$1,276,280	\$1,418,279	\$1,546,763	\$1,675,247	\$1,803,732	\$1,932,155
Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Recommended annual funding	\$128,424	\$112,138	\$112,138	\$112,117	\$112,104	\$112,104	\$112,104	\$112,104	\$112,104	\$112,053
Interest on reserves										
Expenditures	\$737,550	\$54,122	\$6,072	\$4,450	\$5,979	\$259,870	\$22,142		\$39,000	\$40,340
Year end balance	\$511,907	\$569,923	\$675,989	\$783,656	\$889,780	\$742,014	\$831,976	\$944,079	\$1,017,183	\$1,088,896
Cumulative Expenditures	\$1,548,672	\$1,602,794	\$1,608,866	\$1,613,316	\$1,619,295	\$1,879,165	\$1,901,307	\$1,901,307	\$1,940,307	\$1,980,647
Cumulative Receipts	\$2,060,579	\$2,172,717	\$2,284,855	\$2,396,972	\$2,509,076	\$2,621,179	\$2,733,283	\$2,845,387	\$2,957,490	\$3,069,544
Year	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045
Recommended annual funding	\$111,993	\$111,669	\$111,669	\$111,669	\$111,639	\$111,639	\$111,639	\$111,639	\$111,639	\$111,598
Interest on reserves										
Expenditures	\$158,044	\$224,390	\$28,925	\$28,925	\$381,888	\$67,263			\$68,968	
Year end balance	\$1,044,845	\$932,124	\$1,043,794	\$1,126,538	\$1,236,177	\$967,930	\$1,012,306	\$1,123,945	\$1,166,616	\$1,278,214
Cumulative Expenditures	\$2,136,692	\$2,361,082	\$2,391,082	\$2,390,007	\$2,390,007	\$2,771,893	\$2,839,156	\$2,839,156	\$2,908,124	\$2,908,124
Cumulative Receipts	\$3,181,537	\$3,293,206	\$3,404,876	\$3,516,545	\$3,628,184	\$3,739,823	\$3,851,462	\$3,963,101	\$4,074,740	\$4,186,338

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COMPONENT METHOD ACCOUNTING SUMMARY

This Twelve Trees Association, Inc. - Component Method Accounting Summary is an attachment to the Twelve Trees Association, Inc. - Replacement Reserve Study dated May 5, 2016 and is for use by accounting and reserve professionals experienced in Association funding and accounting principles. This Summary consists of four reports, the 2016, 2017, and 2018 Component Method Category Funding Reports (3) and a Three-Year Replacement Funding Report.

- COMPONENT METHOD CATEGORY FUNDING REPORT, 2016, 2017, and 2018. Each of the 63 Projected Replacements listed in the Twelve Trees Association, Inc. Replacement Reserve Inventory has been assigned to one of 5 categories. The following information is summarized by category in each report:
 - Normal Economic Life and Remaining Economic Life of the Projected Replacements.
 - Cost of all Scheduled Replacements in each category.
 - Replacement Reserves on Deposit allocated to the category at the beginning and end of the report period.
 - Cost of Projected Replacements in the report period.
 - Recommended Replacement Reserve Funding allocated to the category during the report period as calculated by the Component Method.
- THREE-YEAR REPLACEMENT FUNDING REPORT. This report details the allocation of the \$358,026 Beginning Balance (at the start of the Study Year) and the \$634,256 of additional Replacement Reserve funding from 2016 to 2018 (as calculated in the Replacement Reserve Analysis) to each of the 63 Projected Replacements listed in the Replacement Reserve Inventory. These allocations have been made using the Component Method as outlined in the Replacement Reserve Analysis. The calculated data includes:
 - Identification and estimated cost of each Projected Replacement schedule in years 2016 through 2018.
 - Allocation of the \$358,026 Beginning Balance to the Projected Replacements by the Component Method.
 - Allocation of the \$634,256 of additional Replacement Reserve Funding recommended in the Replacement Reserve Analysis in years 2016 through 2018, by the Component Method.

2016 - COMPONENT METHOD CATEGORY FUNDING REPORT

Each of the 63 Projected Replacements included in the Twelve Trees Association, Inc. Replacement Reserve Inventory has been assigned to one of the 5 categories listed in TABLE CM1 below. This calculated data is a summary of data provided in the Three-Year Replacement Funding Report and Replacement Reserve Inventory. The accuracy of this data is dependent upon many factors including the following critical financial data:

- A Beginning Balance of \$358,026 as of the first day of the Study Year, January 1, 2016.
- Total reserve funding (including the Beginning Balance) of \$619,861 in the Study Year.
- No expenditures from Replacement Reserves other than those specifically listed in the Replacement Reserve Inventory.
- All Projected Replacements scheduled in the Replacement Reserve Inventory in 2016 being accomplished in 2016 at a cost of \$75,070.

If any of these critical factors are inaccurate, do not use the data and please contact Miller Dodson Associates to arrange for an update of the Replacement Reserve Study.

2016 - COMPONENT METHOD CATEGORY FUNDING - TABLE CM1

CATEGORY	NORMAL ECONOMIC LIFE	REMAINING ECONOMIC LIFE	ESTIMATED REPLACEMENT COST	2016 BEGINNING BALANCE	2016 RESERVE FUNDING	2016 PROJECTED REPLACEMENTS	2016 END OF YEAR BALANCE
SITE COMPONENTS	5 to 45 years	0 to 20 years	\$1,077,157	\$218,155	\$175,174	\$75,070	\$318,260
BUILDING EXTERIOR COMPONENTS	15 to 30 years	13 to 28 years	\$79,781	\$1,110	\$3,087		\$4,197
BUILDING INTERIOR COMPONENTS	10 to 25 years	8 to 23 years	\$94,848	\$1,861	\$5,244		\$7,105
RECREATION POOL COMPONENTS	10 to 60 years	1 to 30 years	\$526,265	\$112,922	\$52,241		\$165,162
RECREATION TENNIS COMPONENTS	5 to 35 years	1 years	\$76,156	\$23,977	\$26,089		\$50,067

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2017 - COMPONENT METHOD CATEGORY FUNDING REPORT

Each of the 63 Projected Replacements included in the Twelve Trees Association, Inc. Replacement Reserve Inventory has been assigned to one of the 5 categories listed in TABLE CM2 below. This calculated data is a summary of data provided in the Three-Year Replacement Funding Report and Replacement Reserve Inventory. The accuracy of this data is dependent upon many factors including the following critical financial data:

- Replacement Reserves on Deposit totaling \$544,791 on January 1, 2017.
- Total reserve funding (including the Beginning Balance) of \$849,340 from 2016 through 2017.
- No expenditures from Replacement Reserves other than those specifically listed in the Replacement Reserve Inventory.
- All Projected Replacements scheduled in the Replacement Reserve Inventory in 2017 being accomplished in 2017 at a cost of \$311,367.

If any of these critical factors are inaccurate, do not use the data and please contact Miller Dodson Associates to arrange for an update of the Replacement Reserve Study.

2017 - COMPONENT METHOD CATEGORY FUNDING - TABLE CM2								
CATEGORY	NORMAL ECONOMIC LIFE	REMAINING ECONOMIC LIFE	ESTIMATED REPLACEMENT COST	2017 BEGINNING BALANCE	2017 RESERVE FUNDING	2017 PROJECTED REPLACEMENTS	2017 END OF YEAR BALANCE	
SITE COMPONENTS	5 to 45 years	0 to 19 years	\$1,077,157	\$318,260	\$142,818	\$126,554	\$334,524	
BUILDING EXTERIOR COMPONENTS	15 to 30 years	12 to 27 years	\$79,781	\$4,197	\$3,087		\$7,285	
BUILDING INTERIOR COMPONENTS	10 to 25 years	7 to 22 years	\$94,848	\$7,105	\$5,244		\$12,348	
RECREATION POOL COMPONENTS	10 to 60 years	0 to 29 years	\$526,265	\$165,162	\$52,241	\$108,657	\$108,746	
RECREATION TENNIS COMPONENTS	5 to 35 years	0 years	\$76,156	\$50,067	\$26,089	\$76,156		

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2018 - COMPONENT METHOD CATEGORY FUNDING REPORT

Each of the 63 Projected Replacements included in the Twelve Trees Association, Inc. Replacement Reserve Inventory has been assigned to one of the 5 categories listed in TABLE CM3 below. This calculated data is a summary of data provided in the Three-Year Replacement Funding Report and Replacement Reserve Inventory. The accuracy of this data is dependent upon many factors including the following critical financial data:

- Replacement Reserves on Deposit totaling \$462,903 on January 1, 2018.
- Total Replacement Reserve funding (including the Beginning Balance) of \$992,282 from 2016 to 2018.
- No expenditures from Replacement Reserves other than those specifically listed in the Replacement Reserve Inventory.
- All Projected Replacements scheduled in the Replacement Reserve Inventory in 2018 being accomplished in 2018 at a cost of \$5,979.

If any of these critical factors are inaccurate, do not use the data and please contact Miller Dodson Associates to arrange for an update of the Replacement Reserve Study.

2018 - COMPONENT METHOD CATEGORY FUNDING - TABLE CM3							
CATEGORY	NORMAL ECONOMIC LIFE	REMAINING ECONOMIC LIFE	ESTIMATED REPLACEMENT COST	2018 BEGINNING BALANCE	2018 RESERVE FUNDING	2018 PROJECTED REPLACEMENTS	2018 END OF YEAR BALANCE
SITE COMPONENTS	5 to 45 years	3 to 34 years	\$1,077,157	\$334,524	\$106,644		\$441,168
BUILDING EXTERIOR COMPONENTS	15 to 30 years	11 to 26 years	\$79,781	\$7,285	\$3,087		\$10,372
BUILDING INTERIOR COMPONENTS	10 to 25 years	6 to 21 years	\$94,848	\$12,348	\$5,244		\$17,592
RECREATION POOL COMPONENTS	10 to 60 years	0 to 34 years	\$526,265	\$108,746	\$22,381	\$5,979	\$125,148
RECREATION TENNIS COMPONENTS	5 to 35 years	4 to 34 years	\$76,156		\$5,587		\$5,587

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COMPONENT METHOD - THREE-YEAR REPLACEMENT FUNDING REPORT

TABLE CM4 below details the allocation of the \$358,026 Beginning Balance, as reported by the Association and the \$634,256 of Replacement Reserve Funding calculated by the Cash Flow Method from 2016 to 2018, to the 63 Projected Replacements listed in the Replacement Reserve Inventory. These allocations have been made by Chronological Allocation, a method developed by Miller Dodson Associates, Inc., and outlined on Page CF1. The accuracy of the allocations is dependent upon many factors including the following critical financial data:

- Replacement Reserves on Deposit totaling \$358,026 on January 1, 2016.
- Replacement Reserves on Deposit totaling \$544,791 on January 1, 2017.
- Replacement Reserves on Deposit totaling \$462,903 on January 1, 2018.
- Total Replacement Reserve funding (including the Beginning Balance) of \$992,282 from 2016 to 2018.
- No expenditures from Replacement Reserves other than those specifically listed in the Replacement Reserve Inventory.
- All Projected Replacements scheduled in the Replacement Reserve Inventory from 2016 to 2018 being accomplished as scheduled in the Replacement Reserve Inventory at a cost of \$392,416.

If any of these critical factors are inaccurate, do not use the data and please contact Miller Dodson Associates, Inc., to arrange for an update of the Replacement Reserve Study.

COMPONENT METHOD - THREE-YEAR REPLACEMENT FUNDING - TABLE CM4												
Item #	Description of Projected Replacement	Estimated Replacement Costs	Allocation of Beginning Balance	2016 Reserve Funding	2016 Projected Replacements	2016 End of Year Balance	2017 Reserve Funding	2017 Projected Replacements	2017 End of Year Balance	2018 Reserve Funding	2018 Projected Replacements	2018 End of Year Balance
SITE COMPONENTS												
1	Asphalt pavement, mill & overlay	501,600	83,288	38,028		121,316	38,028		159,345	38,028		197,373
2	Asphalt pavement, seal coat	60,800		10,133		10,133	10,133		20,267	10,133		30,400
3	Concrete curb & gutter, barrier (10%)	40,754	15,038	25,716	(40,754)		8,151	8,151	8,151	8,151		16,302
4	Concrete flatwork (10%)	34,316	12,662	21,654	(34,316)		6,863	6,863	6,863	6,863		13,726
5	Fence, chain link (south & west)	17,108	5,230	1,980		7,210	1,980		9,190	1,980		11,169
6	Fence, 6" aluminum w/ 3 rails & picket	20,174	3,970	772		4,742	772		5,513	772		6,285
7	Community sign & post	2,016	198	165		364	165		529	165		694
8	Mailbox, cluster	29,835	6,165	2,152		8,317	2,152		10,469	2,152		12,620
9	Domestic water main, allowance	85,000	12,546	12,076		24,621	12,076		36,697	12,076		48,773
10	Sanitary piping, allowance	65,000	16,789	8,035		24,824	8,035		32,859	8,035		40,894
11	Sanitary manholes (40%)	10,000	1,476	1,421		2,897	1,421		4,317	1,421		5,738
12	Stormwater piping, allowance	55,000	14,206	6,799		21,005	6,799		27,804	6,799		34,603
13	Stormwater inlets (40%)	29,000	4,280	4,120		8,400	4,120		12,520	4,120		16,640
14	Stormwater pond dredging 33%	108,900	36,165	36,368		72,532	36,368	(108,900)		5,445		5,445
15	Stormwater pond chain link fence	17,654	6,142	5,756		11,898	5,756	(17,654)		504		504
BUILDING EXTERIOR COMPONENTS												
16	Roofing, asphalt shingles	13,824	255	714		969	714		1,683	714		2,398
17	Gutter & downspouts, 6" aluminum	23,292	286	793		1,080	793		1,873	793		2,666
18	Siding & trim, vinyl	27,360	337	932		1,268	932		2,200	932		3,132
19	Soffit, composite	1,632	20	56		76	56		131	56		187
20	Door, solid steel	1,700	25	70		95	70		165	70		234
21	Door, solid steel - double	2,900	43	119		162	119		281	119		400
22	Door, glass full lite - double	1,965	29	81		110	81		190	81		271
23	Door, security grill - double	1,600	24	66		89	66		155	66		221
24	Window, stationary	1,370	17	47		63	47		110	47		157
25	Window, operating	2,189	27	75		101	75		176	75		251
26	Exterior lighting, building mounted	1,950	48	136		184	136		320	136		456
BUILDING INTERIOR COMPONENTS												
27	Flooring, carpet	6,076	224	650		874	650		1,525	650		2,175
28	Flooring, vinyl tile	2,052	54	154		208	154		361	154		515
29	Lobby, redecorate	14,600	257	717		974	717		1,691	717		2,408
30	Party room, redecorate	20,280	356	996		1,353	996		2,349	996		3,345
31	Office, redecorate	3,900	69	192		260	192		452	192		643
32	Kitchen, refurbish	15,000	221	616		837	616		1,453	616		2,069
33	Interior lighting, all	3,360	89	252		340	252		592	252		844
34	Ceiling fan w/ light	1,560	27	77		104	77		181	77		257
35	Emergency lighting	660	17	49		67	49		116	49		166
36	Electric fireplace	2,500	61	174		236	174		410	174		584
37	Interior door, wood	3,360	50	138		188	138		325	138		463
38	Interior door, wood - double	2,400	35	99		134	99		232	99		331
39	Security camera system	2,600	96	278		374	278		652	278		931

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COMPONENT METHOD - THREE-YEAR REPLACEMENT FUNDING - TABLE CM4 cont'd

Item #	Description of Projected Replacement	Estimated Replacement Costs	Allocation of Beginning Balance	2016 Reserve Funding	2016 Projected Replacements	2016 End of Year Balance	2017 Reserve Funding	2017 Projected Replacements	2017 End of Year Balance	2018 Reserve Funding	2018 Projected Replacements	2018 End of Year Balance
40	Door alarm system, monitored off site	1,500	28	77		105	77		183	77		260
41	Electric water heater 119 gal.	4,500	83	232		315	232		548	232		780
42	Thru-wall heat pumps	10,500	194	542		736	542		1,279	542		1,821
RECREATION POOL COMPONENT												
43	Swimming pool structure	343,400	61,243	9,102		70,345	9,102		79,447	9,102		88,549
44	Swimming pool, whitecoat	23,634	6,977	8,329		15,305	8,329	(23,634)		2,363		2,363
45	Swimming pool waterline tile	2,436	719	858		1,578	858	(2,436)		244		244
46	Swimming pool coping, precast concrete	6,600	2,192	2,204		4,396	2,204	(6,600)		330		330
47	Pool deck, concrete	55,769	13,033	3,885		16,918	3,885		20,803	3,885		24,688
48	Pool cover	5,979	1,655	1,442		3,096	1,442		4,538	1,442	(5,979)	
49	Site Light, 8' aluminum pole	12,160	4,128	4,016		8,144	4,016	(12,160)		486		486
50	Fence, vinyl coated chain link	9,737	3,388	3,175		6,562	3,175	(9,737)		278		278
51	Pool pump	4,600	1,471	1,564		3,036	1,564	(4,600)		307		307
52	Pool filter	2,840	908	966		1,874	966	(2,840)		189		189
53	Chemical distribution system	1,650	528	561		1,089	561	(1,650)		110		110
54	Lifeguard chair - mounted	8,800	1,461	667		2,128	667		2,796	667		3,463
55	Pool ladder	2,760	458	209		668	209		877	209		1,086
56	Safety rail	900	149	68		218	68		286	68		354
57	Pool furniture, allowance	15,000	4,428	5,286		9,714	5,286	(15,000)		1,500		1,500
58	Men's Room, refurbish	15,000	5,092	4,954		10,046	4,954	(15,000)		600		600
59	Women's Room, refurbish	15,000	5,092	4,954		10,046	4,954	(15,000)		600		600
RECREATION TENNIS COMPONENT												
60	Tennis court, asphalt overlay	52,208	17,338	17,435		34,773	17,435	(52,208)		2,610		2,610
61	Tennis court, color coat	13,052	2,890	5,081		7,971	5,081	(13,052)		2,610		2,610
62	Tennis court, post & footings	2,560	850	855		1,705	855	(2,560)		128		128
63	Fence, vinyl coated chain link	8,336	2,900	2,718		5,618	2,718	(8,336)		238		238

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1. COMMON INTEREST DEVELOPMENTS - AN OVERVIEW

Over the past 40 years, the responsibility for community facilities and infrastructure around many of our homes has shifted from the local government to Community Associations. Thirty years ago, a typical new town house abutted a public street on the front and a public alley on the rear. Open space was provided by a nearby public park and recreational facilities were purchased ala carte from privately owned country clubs, swim clubs, tennis clubs, and gymnasiums. Today, 60% of all new residential construction, i.e. townhouses, single-family homes, condominiums, and cooperatives, is in Common Interest Developments (CID). In a CID, a homeowner is bound to a Community Association that owns, maintains, and is responsible for periodic replacements of various components that may include the roads, curbs, sidewalks, playgrounds, streetlights, recreational facilities, and other community facilities and infrastructure.

The growth of Community Associations has been explosive. In 1965, there were only 500 Community Associations in the United States. According to the 1990 U.S. Census, there were 130,000 Community Associations. Community Associations Institute (CAI), a national trade association, estimates there were more than 200,000 Community Associations in the year 2000, and that the number of Community Associations will continue to multiply.

The shift of responsibility for billions of dollars of community facilities and infrastructure from the local government and private sector to Community Associations has generated new and unanticipated problems. Although Community Associations have succeeded in solving many short-term problems, many Associations have failed to properly plan for the tremendous expenses of replacing community facilities and infrastructure components. When inadequate replacement reserve funding results in less than timely replacements of failing components, home owners are exposed to the burden of special assessments, major increases in Association fees, and a decline in property values.

2. REPLACEMENT RESERVE STUDY

The purpose of a Replacement Reserve Study is to provide the Association with an inventory of the common community facilities and infrastructure components that require periodic replacement, a general view of the condition of these components, and an effective financial plan to fund projected periodic replacements. The Replacement Reserve Study consists of the following:

- Replacement Reserve Study Introduction. The introduction provides a description of the property, reviews the intent of the Replacement Reserve Study, and lists documents and site evaluations upon which the Replacement Reserve Study is based.
- Section A Replacement Reserve Analysis. Many components owned by the Association have a limited life and require periodic replacement. Therefore, it is essential the Association have a financial plan that provides funding for the timely replacement of these components in order to protect the safety, appearance, and value of the community. In conformance with American Institute of Certified Public Accountant guidelines, a Replacement Reserve Analysis evaluates the current funding of Replacement Reserves as reported by the Association and recommends annual funding of Replacement Reserves by two generally accepted accounting methods; the Cash Flow Method and the Component Method. Miller - Dodson provides a replacement reserve recommendation based on the Cash Flow Method in Section A, and the Component Method in the Appendix of the report.
- Section B Replacement Reserve Inventory. The Replacement Reserve Inventory lists the commonly owned components within the community that require periodic replacement using funding from Replacement Reserves. The Replacement Reserve Inventory also provides information about components excluded from the Replacement Reserve Inventory whose replacement is not scheduled for funding from Replacement Reserves.

Replacement Reserve Inventory includes estimates of the normal economic life and the remaining economic life for those components whose replacement is scheduled for funding from Replacement Reserves.
- Section C Projected Annual Replacements. The Calendar of Projected Annual Replacements provides a year-by-year listing of the Projected Replacements based on the data in the Replacement Reserve Inventory.
- Section D Condition Assessment. Several of the items listed in the Replacement Reserve Inventory are discussed in more detail. The Condition Assessment includes a narrative and photographs that document conditions at the property observed during our visual evaluation.
- The Appendix is provided as an attachment to the Replacement Reserve Study. Additional attachments may include supplemental photographs to document conditions at the property and additional information specific to the property cited in the Conditions Assessment (i.e. Consumer Product Safety Commission, Handbook for Public Playground Safety, information on segmental retaining walls, manufacturer recommendations for asphalt shingles or siding, etc). The Appendix also includes the Accounting Summary for the Cash Flow Method and the Component Method.

3. METHODS OF ANALYSIS

The Replacement Reserve industry generally recognizes two different methods of accounting for Replacement Reserve Analysis. Due to the difference in accounting methodologies, these methods lead to different calculated values for the Minimum Annual Contribution to the Reserves. The results of both methods are presented in this report. The Association should obtain the advice of its accounting professional as to which method is more appropriate for the Association. The two methods are:

- **Cash Flow Method.** The Cash Flow Method is sometimes referred to as the "Pooling Method." It calculates the minimum constant annual contribution to reserves (Minimum Annual Deposit) required to meet projected expenditures without allowing total reserves on hand to fall below the specified minimum level in any year.

First, the Minimum Recommended Reserve Level to be Held on Account is determined based on the age, condition, and replacement cost of the individual components. The mathematical model then allocates the estimated replacement costs to the future years in which they are projected to occur. Based on these expenditures, it then calculates the minimum constant yearly contribution (Minimum Annual Deposit) to the reserves necessary to keep the reserve balance at the end of each year above the Minimum Recommended Reserve Level to be Held on Account. The Cash Flow Analysis assumes that the Association will have authority to use all of the reserves on hand for replacements as the need occurs. This method usually results in a Minimum Annual Deposit that is less than that arrived at by the Component Method.

- **Component Method.** This method is a time tested mathematical model developed by HUD in the early 1980s, but has been generally relegated to a few States that require it by law. For the vast majority of Miller - Dodson's clients, this method is not used.

The Component Method treats each item in the replacement schedule as an individual line item budget. Generally, the Minimum Annual Contribution to Reserves is higher when calculated by the Component Method. The mathematical model for this method works as follows:

First, the total Current Objective is calculated, which is the reserve amount that would have accumulated had all of the items on the schedule been funded from initial construction at their current replacement costs. Next, the Reserves Currently on Deposit (as reported by the Association) are distributed to the components in the schedule in proportion to the Current Objective. The Minimum Annual Deposit for each component is equal to the Estimated Replacement Cost, minus the Reserves on Hand, divided by the years of life remaining.

4. REPLACEMENT RESERVE STUDY DATA

- **Identification of Reserve Components.** The Reserve Analyst has only two methods of identifying Reserve Components; (1) information provided by the Association and (2) observations made at the site. It is important that the Reserve Analyst be provided with all available information detailing the components owned by the Association. It is our policy to request such information prior to bidding on a project and to meet with the individuals responsible for maintaining the community after acceptance of our proposal. After completion of the Study, the Study should be reviewed by the Board of Directors, individuals responsible for maintaining the community, and the Association's accounting professionals. We are dependent upon the Association for correct information, documentation, and drawings.
- **Unit Costs.** Unit costs are developed using nationally published standards and estimating guides and are adjusted by state or region. In some instances, recent data received in the course of our work is used to modify these figures.

Contractor proposals or actual cost experience may be available as part of the Association records. This is useful information, which should be incorporated into your report. Please bring any such available data to our attention, preferably before the report is commenced.

- **Replacement vs. Repair and Maintenance.** A Replacement Reserve Study addresses the required funding for Capital Replacement Expenditures. This should not be confused with operational costs or cost of repairs or maintenance.

5. DEFINITIONS

Adjusted Cash Flow Analysis. Cash flow analysis adjusted to take into account annual cost increases due to inflation and interest earned on invested reserves. In this method, the annual contribution is assumed to grow annually at the inflation rate.

Annual Deposit if Reserves Were Fully Funded. Shown on the Summary Sheet A1 in the Component Method summary, this would be the amount of the Annual Deposit needed if the Reserves Currently on Deposit were equal to the Total Current Objective.

Cash Flow Analysis. See Cash Flow Method, above.

Component Analysis. See Component Method, above.

Contingency. An allowance for unexpected requirements. Roughly the same as the Minimum Recommended Reserve Level to be Held on Account used in the Cash Flow Method of analysis.

Critical Year. In the Cash Flow Method, a year in which the reserves on hand are projected to fall to the established minimum level. See Minimum Recommended Reserve Level to be Held on Account.

Current Objective. This is the reserve amount that would have accumulated had the item been funded from initial construction at its current replacement cost. It is equal to the estimated replacement cost divided by the estimated economic life, times the number of years expended (the difference between the Estimated Economic Life and the Estimated Life Left). The Total Current Objective can be thought of as the amount of reserves the Association should now have on hand based on the sum of all of the Current Objectives.

Cyclic Replacement Item. A component item that typically begins to fail after an initial period (Estimated Initial Replacement), but which will be replaced in increments over a number of years (the Estimated Replacement Cycle). The Reserve Analysis program divides the number of years in the Estimated Replacement Cycle into five equal increments. It then allocates the Estimated Replacement Cost equally over those five increments. (As distinguished from Normal Replacement Items, see below)

Estimated Economic Life. Used in the Normal Replacement Schedules. This represents the industry average number of years that a new item should be expected to last until it has to be replaced. This figure is sometimes modified by climate, region, or original construction conditions.

Estimated Economic Life Left. Used in the Normal Replacement Schedules. Number of years until the item is expected to need replacement. Normally, this number would be considered to be the difference between the Estimated Economic Life and the age of the item. However, this number must be modified to reflect maintenance practice, climate, original construction and quality, or other conditions. For the purpose of this report, this number is determined by the Reserve Analyst based on the present condition of the item relative to the actual age.

Estimated Initial Replacement. For a Cyclic Replacement Item (see above), the number of years until the replacement cycle is expected to begin.

Estimated Replacement Cycle. For a Cyclic Replacement Item, the number of years over which the remainder of the component's replacement occurs.

Minimum Annual Deposit. Shown on the Summary Sheet A1. The calculated requirement for annual contribution to reserves as calculated by the Cash Flow Method (see above).

Minimum Deposit in the Study Year. Shown on the Summary Sheet A1. The calculated requirement for contribution to reserves in the study year as calculated by the Component Method (see above).

Minimum Recommended Reserve Level to be Held on Account. Shown on the Summary Sheet A1, this number is used in the Cash Flow Method only. This is the prescribed level below which the reserves will not be allowed to fall in any year. This amount is determined based on the age, condition, and replacement cost of the individual components. This number is normally given as a percentage of the total Estimated Replacement Cost of all reserve components.

Normal Replacement Item. A component of the property that, after an expected economic life, is replaced in its entirety. (As distinguished from Cyclic Replacement Items, see above.)

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Normal Replacement Schedules. The list of Normal Replacement Items by category or location. These items appear on pages designated.

Number of Years of the Study. The numbers of years into the future for which expenditures are projected and reserve levels calculated. This number should be large enough to include the projected replacement of every item on the schedule, at least once. This study covers a 40-year period.

One Time Deposit Required to Fully Fund Reserves. Shown on the Summary Sheet A1 in the Component Method summary, this is the difference between the Total Current Objective and the Reserves Currently on Deposit.

Reserves Currently on Deposit. Shown on the Summary Sheet A1, this is the amount of accumulated reserves as reported by the Association in the current year.

Reserves on Hand. Shown in the Cyclic Replacement and Normal Replacement Schedules, this is the amount of reserves allocated to each component item in the Cyclic or Normal Replacement schedules. This figure is based on the ratio of Reserves Currently on Deposit divided by the total Current Objective.

Replacement Reserve Study. An analysis of all of the components of the common property of the Association for which a need for replacement should be anticipated within the economic life of the property as a whole. The analysis involves estimation for each component of its estimated Replacement Cost, Estimated Economic Life, and Estimated Life Left. The objective of the study is to calculate a recommended annual contribution to the Association's Replacement Reserve Fund.

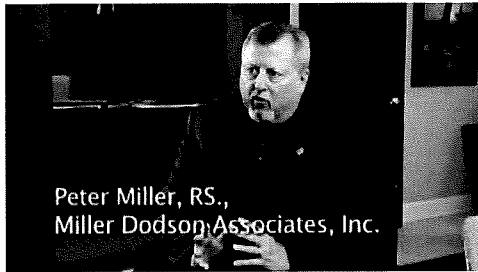
Total Replacement Cost. Shown on the Summary Sheet A1, this is total of the Estimated Replacement Costs for all items on the schedule if they were to be replaced once.

Unit Replacement Cost. Estimated replacement cost for a single unit of a given item on the schedule.

Unit (of Measure). Non-standard abbreviations are defined on the page of the Replacement Reserve Inventory where the item appears. The following standard abbreviations are used in this report:

EA: each FT: feet LS: lump sum PR: pair SF: square feet SY: square yard

What is a Reserve Study?
Who are we?



<http://bcove.me/nc0o69t7>

What kind of property uses a Reserve Study?
Who are our clients?



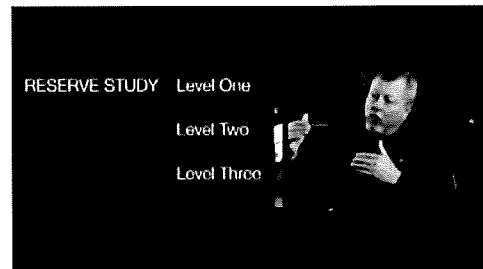
<http://bcove.me/stt373hj>

Who conducts a Reserve Study?
Reserve Specialist (RS) what does this mean?



<http://bcove.me/81ch7kit>

When should a Reserve Study be updated?
What are the different types of Reserve Studies?



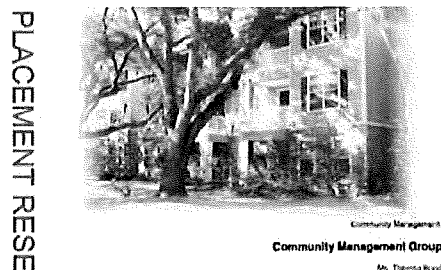
<http://bcove.me/ixis1yxm>

What is in a Reserve Study and what is out?
Improvement vs Component, is there a difference?



<http://bcove.me/81ch7kit>

What is my role as a Community Manager?
Will the report help me explain Reserves to my



<http://bcove.me/fazwdk3h>

clients?

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What is my role as a Board Member?
Will a Reserve Study meet my community's needs?



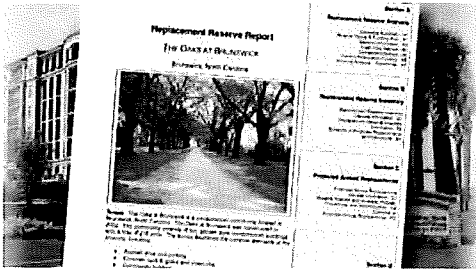
<http://bcove.me/h6nwnktv>

Community dues, how can a Reserve Study help?
Will a study help keep my property competitive?



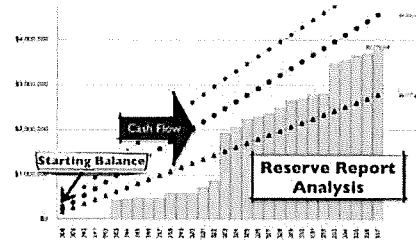
<http://bcove.me/2vfih1tz>

How do I read the report?
Will I have a say in what the report contains?



<http://bcove.me/wb2fugb1>

Where do the numbers come from?
Cumulative expenditures and funding, what?



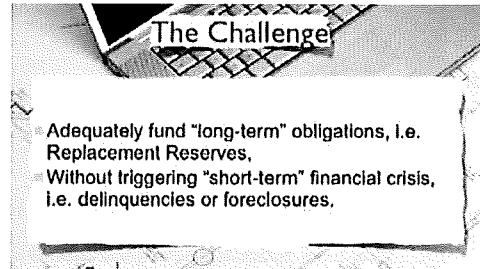
<http://bcove.me/7buer3n8>

How are interest and inflation addressed?
What should we look at when considering inflation?



<http://bcove.me/s2tmtj9b>

A community needs more help, where do we go?
What is a Strategic Funding Plan?



<http://bcove.me/iql31vq>

Resolutions and Policies
Twelve Trees Association, Inc.

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Rules and Regulations
Twelve Trees Association, Inc.

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Welcome Letter
Twelve Trees Association, Inc.

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AMERICAN
COMMUNITY
MANAGEMENT

Dear Prospective Homeowner,

American Community Management, Inc. would like to take this opportunity to introduce ourselves as the managing agent for your Community Association. We are a full service property management firm that was established to assist community associations in the maintenance and operation of their community. As the managing agent, we have the responsibility of assisting the board of directors with the execution of processes for their association.

We are committed to providing the highest level of service in the property management industry. As our company has grown, we have been diligent in hiring quality professionals and providing them with continuing education opportunities by making available to them courses in property management, insurance, legal, collections, maintenance, reserve studies and much, much more. All in an effort to ensure that our clients receive the highest level of service.

In order to assist us in the efficient management of your Association, it is important that we have an accurate record of ownership for each property. Please take a few moments to complete the attached questionnaire form and return it to American Community Management, Inc at your earliest convenience.

To assure a smooth transition from the former owner to you, please make sure that:

- We receive a copy of your settlement sheet immediately following your settlement
- Complete and return to our office the "Notice to Council of Unit Owners" which is pursuant to the Annotated Code of Maryland and included.

You will receive a welcome letter with additional information once we have received your settlement sheet.

Communication is an important key in building a successful relationship. We are very interested in your comments and have made communicating with us easy by giving you several options to reach us. You may contact American Community Management online at acmhome.com, or by U.S. Mail, telephone or fax.

Sincerely,

The Staff of American Community Management, Inc.

Enclosures

NOTICE TO COUNCIL OF UNIT OWNERS

TO: Council of Unit Owners of Twelve Trees Association, Inc.
To be completed at or after settlement and forwarded to the Council of Unit Owners.
To the extent available, the following information is provided pursuant to Section 11B-106; subsection (c), (2) of the Maryland Homeowners Act relating to the sale and transfer of the unit identified herein.

UNIT IDENTITY: _____
(Complete Address of Unit)

SELLING UNIT OWNER (S): (1)
(2)

FORWARDING ADDRESS OF SELLER: _____

PURCHASER (S): (1) _____
(2) _____

MAILING ADDRESS: _____

PHONE NUMBER OF PURCHASER: _____

TENANT'S NAME (If Applicable): _____

DATE OF SETTLEMENT: _____

The proportionate amounts of outstanding Homeowners fees or assessments assumed by Seller(s) and Purchaser(s) are as follows: _____

MORTGAGE COMPANY: _____

ADDRESS: _____

Date Purchaser or Agent

Date Purchaser or Agent

RETURN FORM TO:

Twelve Trees Association, Inc.
C/O American Community Management, Inc
7484 Candlewood Road, Suite H
Ad Hanover, MD 21076
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11/22/2019
10:28 AM

716 Twelve Trees Association, Inc.
BALANCE SHEET
11/22/2019

Page: 1

410-997-7767
7484 Candlewood Road Ste H
Hanover MD 21076

American Community Management
7484 Candlewood Road, Suite H
Hanover MD 21076

Acct#	Account	Amount
	Assets	
	Operating-	
1010	Operating Account - Smartstreet/Union Bk	268,988.04
1111 00	Operating-Other - Undefined	3,647.60
1112	Petty Cash	(1,500.00)
	Total Operating Fund	<u>271,135.64</u>
	Reserve-	
1310	Reserve MM/Chkg	608,100.24
1410	Reserve Certificate of Deposit	200,000.00
	Total Reserve Fund	<u>808,100.24</u>
	Total Assets	<u>1,079,235.88</u>
	Liabilities & Equity	
	Current Liabilities-	
2015	Prepaid Assessments	96,479.90
	Total Current Liabilities	<u>96,479.90</u>
	Equity	
2710	Operating Fund Equity	110,222.96
2720	Reserve Fund	713,375.58
	YTD Reserve Equity	93,332.09
	Net Income	65,825.35
	Total Equity	<u>982,755.98</u>
	Total Liab & Equity	<u>1,079,235.88</u>

11/22/2019
10:28 AM

716 Twelve Trees Association, Inc.
BUDGET COMPARISON-INCOME STATEMENT
11/22/2019

410-997-7767

7484 Candlewood Road
Ste H
Hanover MD 21076

American Community
Management
7484 Candlewood Road,
Suite H
Hanover MD 21076

Acct #	OPERATING	MTD Actual	MTD BUDGET	\$ VAR	YTD ACTUAL	YTD BUDGET	\$ VAR	ANNUAL
3110	Assessment Income	\$ 35,160	\$ 46,683	\$ (11,523)	\$ 557,906	\$ 513,513	\$ 44,393	\$ 560,196
3110-1	Estimated Uncollectible Assess	0	(2,583)	2,583	0	(28,413)	28,413	(31,000)
3111	Late Fees	361	833	(472)	6,847	9,163	(2,317)	10,000
3112	NSF Fee Income	0	0	0	125	0	125	0
3114	Interest on Delinquent Account	0	42	(42)	713	462	251	500
3115	Collection Admin Fee	0	1,667	(1,667)	2,927	18,337	(15,410)	20,000
3199	Other Income	0	167	(167)	0	1,837	(1,837)	2,000
	TOTAL INCOME	\$ 35,521	\$ 46,809	\$ (11,288)	\$ 568,517	\$ 514,899	\$ 53,618	\$ 561,696
	EXPENSES							
	ADMINISTRATIVE							
4502 00	Management Fee Mgmt Fee	\$ 2,402	\$ 2,400	\$ (2)	\$ 26,426	\$ 26,400	\$ (26)	\$ 28,800
4504	Tax/Audit Prep Fees	0	0	0	500	0	(500)	0
4508 01	Taxes/Misc Fees Federal Income	0	0	0	66	0	(66)	0
4508 02	Taxes/Misc Fees State Income T	0	0	0	28	0	(28)	0
4508 22	Taxes/Misc Fees Misc. Taxes	0	283	283	0	3,113	3,113	3,400
4512 00	Insurance Premium General	0	0	0	6,104	0	(6,104)	6,751
4512 01	Insurance Premium Fidelity	0	0	0	0	0	0	1,000
4512 02	Insurance Premium D&O	0	0	0	2,090	0	(2,090)	2,090
4512 07	Insurance Premium Workers Comp	0	0	0	334	0	(334)	323
4512 09	Insurance Premium Umbrella	0	0	0	1,237	0	(1,237)	1,250
4514	Insurance Claim Expense	0	208	208	0	2,288	2,288	2,500
4520	Legal-Collection	1,754	4,167	2,413	48,019	45,837	(2,182)	50,000
4553 01	Social/Community Social Commit	0	417	417	1,934	4,587	2,653	5,000
4560 00	Office Exp- Misc Admin/Expense	0	833	833	1,135	9,163	8,028	10,000
4560 02	Office Exp- Postage	0	42	42	1,234	462	(772)	500
4560 03	Office Exp- Printing/Copying	0	17	17	865	187	(678)	200
4560 04	Office Exp- Coupon Book/Statem	0	17	17	1,887	187	(1,700)	200
4596	Storage Rental	0	0	0	79	0	(79)	0
	TOTAL ADMIN EXP	\$ 4,156	\$ 8,384	\$ 4,228	\$ 91,938	\$ 92,224	\$ 286	\$ 112,014
	UTILITIES							
4621	Street Lights	\$ 2,790	\$ 2,083	\$ (707)	\$ 35,944	\$ 22,913	\$ (13,031)	\$ 25,000
4635	Telephone Expense	0	167	167	3,006	1,837	(1,169)	2,000
4650	Water/Sewer Expense	0	6,667	6,667	102,841	73,337	(29,504)	80,000
	TOTAL UTILITY EXP	\$ 2,790	\$ 8,917	\$ 6,127	\$ 141,791	\$ 98,087	\$ (43,704)	\$ 107,000
	OPERATING							
4702 06	Grounds- Landscape Enhancemnt	\$ 0	\$ 167	\$ 167	\$ 8,540	\$ 1,837	\$ (6,703)	\$ 2,000
4702 12	Grounds- Fert/Weed Control	0	0	0	2,700	2,700	0	2,700
4702 15	Grounds- Roadway Repairs	0	0	0	3,531	25,000	21,469	25,000
4702 18	Grounds- Tree Removal/Replace	1,980	0	(1,980)	12,814	10,000	(2,814)	10,000
4702 40	Grounds- Landscape Contract	0	3,373	3,373	12,778	37,103	24,325	40,476
4702 41	Grounds- Snow Removal	0	8,000	8,000	21,899	26,000	4,101	35,000
4770 02	Site Maint- Building Maint. Re	0	1,000	1,000	3,278	11,000	7,722	12,000
4770 04	Site Maint- Onsite Maint Repai	0	417	417	1,525	4,587	3,062	5,000
4770 28	Site Maint- Electric Repairs	0	167	167	0	1,837	1,837	2,000
4770 307	Site Maint- Trash Removal	0	42	42	75	462	387	500
4770 32	Site Maint- Plumbing Repairs	0	5,000	5,000	35,328	55,000	19,672	60,000
4770 76	Site Maint- Signs	0	0	0	0	500	500	500
4771 05	Contract- Security	0	308	308	2,002	3,388	1,386	3,700
4771 06	Contract- Repairs	146	0	(146)	146	0	(146)	0

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BUDGET COMPARISON-INCOME STATEMENT
11/22/2019

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410-997-7767

7484 Candlewood Road
Ste H
Hanover MD 21076

American Community
Management
7484 Candlewood Road,
Suite H
Hanover MD 21076

Acct #	OPERATING	MTD Actual	MTD BUDGET	\$ VAR	YTD ACTUAL	YTD BUDGET	\$ VAR	ANNUAL
4771 10	Contract- Lawn Maint	3,843	0	(3,843)	39,648	0	(39,648)	0
4860 02	Pool- Pool Management	0	1,758	1,758	23,072	19,338	(3,734)	21,100
4860 04	Pool- Pool Repairs/Maint	0	167	167	4,500	1,837	(2,663)	2,000
4860 06	Pool- Pool Furniture	0	238	238	1,854	2,618	764	2,856
4860 08	Pool- Pool Supplies	0	125	125	3,215	1,375	(1,840)	1,500
4860 10	Pool- Pool Pass	0	58	58	387	638	251	700
4860 22	Pool- Pool Misc.	0	54	54	0	594	594	650
4861 08	Clubhouse- Electricity	0	417	417	0	4,587	4,587	5,000
	TOTAL OPERATING	\$ 5,969	\$ 21,291	\$ 15,322	\$ 177,293	\$ 210,401	\$ 33,108	\$ 232,682
	RESERVE TRSFS							
4920 00	Reserve Transfer General Repla	\$ 0	\$ 9,167	\$ 9,167	\$ 91,670	\$ 100,837	\$ 9,167	\$ 110,000
	TOTAL RESERVE TRSF	\$ 0	\$ 9,167	\$ 9,167	\$ 91,670	\$ 100,837	\$ 9,167	\$ 110,000
	TOTAL EXPENSE	\$ 12,916	\$ 47,759	\$ 34,843	\$ 502,692	\$ 501,549	\$ (1,143)	\$ 561,696
	NET INCOME	\$ 22,605	\$ (950)	\$ 23,555	\$ 65,825	\$ 13,350	\$ 52,475	\$ 0