

# Woodland Park Homeowners' Association, Inc.

Articles of Incorporation



**CondoCerts**

# ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

OF

WOODLAND PARK, SECTION TWO ASSOCIATION,  
INCORPORATED

approved and received for record by the State Department of Assessments and Taxation  
of Maryland November 3, 1983 at 11:14 o'clock A. M. as in conformity  
with law and ordered recorded.

Recorded in Liber 2617, folio 673 of the Charter Records of the State  
Department of Assessments and Taxation of Maryland.

Bonus tax paid \$ 20.00 Recording fee paid \$ 20.00 Special Fee paid \$ \_\_\_\_\_

To the clerk of the circuit Court of Howard County

IT IS HEREBY CERTIFIED, that the within instrument, together with all endorsements 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.



A 149852

WOODLAND PARK, SECTION TWO ASSOCIATION, INCORPORATED

ARTICLES OF INCORPORATION

THESE ARTICLES OF INCORPORATION, made this 27th day of October, 1983, by JONATHAN A. ASHLEY, a resident of Maryland having an address at 1700 Maryland National Bank Building, Baltimore, MD 21202.

WITNESSETH, THAT WHEREAS, by an instrument entitled "Declaration of Covenants, Easements, Charges and Liens", dated August 31, 1983, and recorded among the Land Records of HOWARD County, Maryland, in Liber 1188 at folios 586 et seq. (hereinafter referred to as "the Declaration"), CHATEAU WOODLAND, INC., a corporation organized and existing under the law of Maryland, has subjected to the operation and effect of the Declaration all of that land, situate and lying in the said County, which is described in Exhibit A thereto, together with the improvements thereon and the appurtenances thereto, thereby creating a community with respect to the same known as "Woodland Park, Section Two" (hereinafter referred to as "the Community"), all as is more particularly set forth in the Declaration; and

WHEREAS, under the provisions of the Declaration, the affairs of the Community are to be governed by a non-stock corporation organized and existing under the law of Maryland; and

WHEREAS, the undersigned, by these Articles of Incorporation, intends to incorporate such entity,

NOW, THEREFORE, THE UNDERSIGNED, being at least eighteen (18) years of age, hereby forms a nonstock corporation under the general laws of the State of Maryland, upon the terms and subject to the conditions which are hereinafter set forth:

Article 1. NAME. The name of the corporation (hereinafter referred to as "the Association") is and shall be

WOODLAND PARK, SECTION TWO ASSOCIATION, INCORPORATED

Article 2. PURPOSES AND POWERS.

2.1. The Association shall have the following purposes and powers:

2.1.1. to promote the recreation, health, safety and welfare of the Community and the Association's membership;

33078237

201675

2.1.3. to provide for the acquisition, construction, management, maintenance and care of the Association's property (including, by way of example rather than of limitation, the property referred to as "the Commons" in the provisions of the Declaration);

2.1.3. to do and perform any and all acts and things which a nonstock corporation organized and existing under the general laws of the State of Maryland is empowered to do, without limitation or restriction of any kind (including, by way of example rather than of limitation, any and all acts and things which such a corporation is empowered to do by the provisions of title 2, section 2-103, and title 3, section 3-202 of the Corporations and Associations Article of the Annotated Code of Maryland (1973 edition, as from time to time amended); and

2.1.4. to do and perform any and all acts and things which the Association is authorized or empowered to do by the provisions of the Declaration, as from time to time amended.

1.2. Anything contained in the foregoing provisions of this Article to the contrary notwithstanding, nothing in such provisions shall be deemed to empower the Association to take any action, or to permit the Association not to take any action, if and to the extent that its taking of or failure to take such action is not permitted by the provisions of the Declaration.

Article 3. Principal office and resident agent.

3.1. The post office address of the Association's principal office in Maryland is c/o Chateau Woodland, Inc., 8659 Baltimore National Pike, Ellicott City, MD 21043.

3.2. The name and post office address of the Association's resident agent in Maryland is Richard Azzal, c/o Chateau Woodland, Inc., 8659 Baltimore National Pike, Ellicott City, MD 21043. Such resident agent is a citizen of the State of Maryland who actually resides therein.

Article 4. Lack of authority to issue stock.

4.1. The Association is not authorized or empowered to issue capital stock of any type or class.

4.2. Nothing in the foregoing provisions of this Article shall be deemed in any manner to alter or impair any right or power which the Association may have from time to time to issue such bonds, notes and other evidences of secured or unsecured debt, in such amounts, for such consideration, upon such terms and subject to such conditions as the Association may determine.

77 676

Article 5. Membership.

5.1. The Association's membership shall consist of and be limited to all of the Owners, as that term is defined by the provisions of the Declaration.

5.2. The Association's membership shall be divided into such classes of membership as are prescribed by the provisions of the Declaration, each of which classes shall exist during such times, and the respective members of which shall have such rights, as are set forth therein.

5.3. An Owner's membership in the Association shall be appurtenant to his Lot, and may not be separated from his ownership thereof.

Article 6. Directors.

6.1. The number of directors which the Association shall have shall be five (5), which number may be increased or decreased by an amendment of the Association's By-Laws, but shall never be less than three (3).

6.2. The names of the directors who shall act until the first annual meeting of the Association's membership and until their successors are elected and qualified are:

Richard Azzari  
Howard N. Glasser  
Paul Lingeman  
Joanna Sanford  
Miriam Azzari

6.3. The Association's board of directors shall exercise all of the Association's powers, except for those, if any, conferred upon or reserved to the Association's members by law, or by the provisions of these Articles of Incorporation, the Association's By-Laws or the Declaration, as from time to time amended.

Article 7. Perpetual existence. The Association's existence shall be perpetual.

Article 8. Voting rights.

8.1. The voting rights of each member of the Association are as set forth in the provisions of the Declaration, as from time to time amended (which provisions are hereby incorporated herein by reference).

8.2. Except in those circumstances, if any, in which the giving of a proxy by a member of the Association is expressly permitted by the provisions of the Declaration (in which circumstances such member shall be entitled to vote by such proxy), no member of the Association may vote by proxy.

701 677

Article 9. Amendment of Articles of Incorporation.

9.1. These Articles of Incorporation may be amended in and only in the same manner as that set forth in the provisions of Section 2-604 of the Corporations and Associations Article of the Annotated Code of Maryland (1973 edition, as amended) for stock corporations, with each member of the Association having the rights thereunder held by a stockholder of a stock corporation.

9.2. Without limiting the generality of the foregoing provisions of this Article, no amendment of these Articles of Incorporation shall be effective unless approved by the Association's membership by the affirmative vote of three-fourths (3/4) of all of the votes entitled to be cast thereon.

Article 10. Dissolution of the Association.

10.1. The Association may be voluntarily dissolved only in accordance with the provisions of section 5-201 of the Corporations and Associations Article of the Annotated Code of Maryland (1973 edition, as amended), except that such dissolution must have been approved by the Association's membership by the affirmative vote of two-thirds (2/3) of all of the votes of each Class of membership entitled to be cast thereon.

10.2. Upon any dissolution of the Association other than incident to its merger or consolidation with another entity, and except as is otherwise required by applicable law, the Association's assets shall be granted to an appropriate public agency to be used by such agency for purposes which are the same as or similar to those for which the Association has been organized; provided, that if such agency does not accept such grant, such assets shall be granted to any nonprofit corporation, association, trust or other entity, to be used by such entity for such purposes.

Article 11. Obtaining approval by Federal Housing Administration and Veterans Administration.

Before the Class B Membership (as that term is defined by the provisions of the Declaration) terminates pursuant to the provisions of the Declaration, the consent or approval of the Federal Housing Administration and/or the Veterans Administration shall be obtained to any of the following actions taken while a Mortgage (as that term is defined by the provisions of the Declaration) is in effect which is insured by such entity:

11.1. a dissolution of the Association;

11.2. a merger or consolidation of the Association with another entity;

11.3. the Association's grant of a Mortgage covering any or all of the Commons;

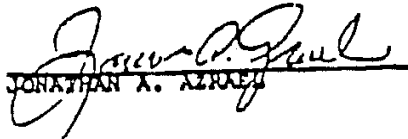
678

11.4. the Association's dedication of any or all of the Commons to public use;

11.5. an amendment of these Articles of Incorporation; and

11.6. an expansion of the Community pursuant to the provisions of Section 7 of the Declaration.

IN WITNESS WHEREOF, the undersigned hereby executes and seals these Articles of Incorporation and acknowledges them to be his act, the day and year first above written.

  
JONATHAN A. ALZAEEN (SEAL)



# WOODLAND PARK

## 1990 AMENDMENTS TO ASSOCIATION ARTICLES OF INCORPORATION AND BY-LAWS

### A. Amendments to Articles of Incorporation

1. Association Name, Top of Page. Change to :  
"WOODLAND PARK HOMEOWNERS ASSOCIATION, INCORPORATED"
2. Article 1. Name. Change to read:  
"The name of the corporation (hereinafter referred to as "the Association") is and shall be WOODLAND PARK HOMEOWNERS ASSOCIATION, INCORPORATED."
3. Article 3. Principle Office and Resident Agent. Change subpara 3.1. to read:  
"The post office address of the Association's principal office in Maryland is Post Office Box 1181, Columbia, Maryland 21044."

Change subpara 3.2. to read:

"The name and post office address of the Association's resident agent in Maryland is Howard Zaner, Post Office Box 1407, Columbia, Maryland 21044."

### B. Amendments to By-Laws

1. Association Name, Top of Page. Change to:  
"WOODLAND PARK HOMEOWNERS ASSOCIATION, INCORPORATED"
2. ARTICLE I. GENERAL PROVISIONS. Section 1.1. Definitions. Change subpara 1.1.1. (8) to read:  
" 'the Association' means Woodland Park Homeowners Association, Incorporated, a corporation organized and existing under the law of Maryland."

Section 1.2. Principle Office. Change to read:

"The Association's principal office shall be located at the office of Howard Zaner, in Columbia, Maryland, 21044, but meetings of Members and Directors may be held at such other places within the said County, or in Ellicott City, Maryland, as are from time to time designated by the Board of Directors."

# WOODLAND PARK

## 1990 AMENDMENTS TO ASSOCIATION ARTICLES OF INCORPORATION AND BY-LAWS Page 2 of 2

### B. Amendments to By-Laws (continued):

3. ARTICLE III. THE BOARD OF DIRECTORS. Section 3.1. Composition and Qualifications. Change subpara 3.1.1. to read:

"The Board of Directors shall consist of eight (8) Directors."

Section 3.8. Powers and Duties of Board of Directors. Add a new subpara 3.8.2. (h), to read:

"To institute legal action on behalf of the Association necessary to enforce the provisions of the Declaration, Bylaws, Rules and Regulations. In event of institution of legal action occasioned by reason of the failure of an Owner to comply with the provisions of the Declaration, Bylaws and/or Rules, the Association shall be entitled to an award of attorney fees and court costs as determined by the Court having jurisdiction over the proceeding."

0624.01\articles  
BDB\kc  
11.14.90

WOODLAND PARK, SECTION TWO ASSOCIATION, INCORPORATED

ARTICLES OF AMENDMENT

WOODLAND PARK, SECTION TWO ASSOCIATION, INCORPORATED, a Maryland corporation, having its principal office at 8659 Baltimore National Pike, Ellicott City, Maryland, 21043 (hereinafter referred to as the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

FIRST: The Charter of the Corporation is hereby amended by striking in its entirety Article 1 and by substituting in lieu thereof the following:

"Article 1. Name. The name of the Corporation (hereinafter referred to as "the Association") is and shall be:

WOODLAND PARK HOMEOWNERS ASSOCIATION, INC."

SECOND: The Charter of the Corporation is hereby amended by striking in its entirety Article 3 and by substituting in lieu thereof the following:

"Article 3. Principal Office and Resident Agent.

3.1 The post office address of the Association's principal office in Maryland is 6465 Bright Plume, Columbia, Maryland, 21044.

3.2 The name and address of the Association's Resident Agent in Maryland is Howard W. Zaner, 6465 Bright Plume, Columbia, Maryland, 21044. Such Resident Agent is a citizen of the State of Maryland who actually resides therein."

THIRD: That the foregoing Articles of Amendment were enacted in accordance with the provisions of Sections 2-604 of the Corporations and Associations Article of the Annotated Code of Maryland, the Board of Directors and the requisite number of Members of the Corporation having duly approved said Amendments.

IN WITNESS WHEREOF, Woodland Park, Section Two Association, Incorporated has caused these presents to be signed in its name and on its behalf by its President and its corporate seal to be hereunder affixed and attested by its Secretary on the 1ST day of SEPTEMBER, 1990 and its President acknowledges that these Articles of Amendment are the act and deed of Woodland Park, Section Two

03198113

0624.01\articles  
208\kc  
8.17.90

Association, Incorporated and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of her knowledge, information and belief.

ATTEST:

Cynthia S. Honce  
Secretary

WOODLAND PARK, SECTION TWO  
ASSOCIATION, INCORPORATED

BY: Pennie Mc Keldin  
President

Return to:

Bruce D. Brown  
Siskind, Burch, Grady & Rosen  
2 East Fayette Street  
Baltimore, Maryland 21202

ARTICLES OF AMENDMENT  
OF  
WOODLAND PARK, SECTION TWO ASSOCIATION,  
INCORPORATED  
CHANGING ITS NAME TO:  
WOODLAND PARK HOMEOWNERS ASSOCIATION, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND NOVEMBER 15, 1990 AT 8:44 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID

RECORDING  
FEE PAID:

SPECIAL  
FEE PAID:

\$

\$ 20.00

\$

D1632918

TO THE CLERK OF THE COURT OF

HOWARD 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.

I hereby certify that this is a true and complete copy of the  
page document on file in this office. DATED: 5-20-88

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY:

RETURN TO: \_\_\_\_\_, Custodian

BRUCE BROWN

This stamp replaces our previous certificate effective: 6/95

SISKIND, BURCH

2-E-FAYETTE STREET  
BALTIMORE

MD 21202



098C3041458

A 343324

RECORDED IN THE RECORDS OF THE  
STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION OF MARYLAND IN LIBER. FOLIO.

# Woodland Park Homeowners' Association, Inc.

Balance Sheet (Most Recently Reconciled)



**CondoCerts**

## Balance Sheet

**Properties:** Woodland Park Homeowners' Association, Inc. - Falling Leaves Court Ellicott City, MD 21043

**As of:** 07/31/2025

**Accounting Basis:** Cash

**GL Account Map:** None - use master chart of accounts

**Level of Detail:** Detail View

**Include Zero Balance GL Accounts:** No

Account Name	Balance
<b>ASSETS</b>	
<b>Cash</b>	
Operating Cash	105,261.46
Pacific Premier Reserve Cash	221,538.85
<b>Total Cash</b>	<b>326,800.31</b>
<b>TOTAL ASSETS</b>	<b>326,800.31</b>
<b>LIABILITIES &amp; CAPITAL</b>	
<b>Liabilities</b>	
Prepaid Dues/Rent	5,581.77
<b>Total Liabilities</b>	<b>5,581.77</b>
<b>Capital</b>	
Calculated Retained Earnings	26,289.36
Calculated Prior Years Retained Earnings	294,929.18
<b>Total Capital</b>	<b>321,218.54</b>
<b>TOTAL LIABILITIES &amp; CAPITAL</b>	<b>326,800.31</b>



# Woodland Park Homeowners' Association, Inc.

Board Meeting Minutes (Monthly)



**CondoCerts**



## **Meeting Minutes**

**Date:** Thursday July 17th 2025

**Time:** 7 PM-9PM

**Location:** Meeting room by the pool

**Attendees:** Board of Directors

- Michael Oberuch
- Cameron Miles
- Laura Moua
- Erica McCauley
- Scott Freedman

### **1. Call to Order**

- Meeting called to order at **7:02 PM** by **Michael**.

### **2. Approval of Previous Meeting Minutes**

- Minutes from [previous meeting date] were reviewed and approved.

### **3. Old Business**

- **Financials:**
  - Financial documents are still being revised and finalized to properly address concerns raised by Wendy.
- **Old Stockbridge Sinkhole & Drainage Project:**
  - Project managed by the county is nearing completion.
- **Leak Repair – Whistling Pines Court:**
  - Leak in front of 7808 Whistling Pines has been repaired.
  - Engineers are currently redesigning the court to address ongoing water and sewer line issues.
- **Tall Trees Court – Landscaping:**

- Landscaping and plant protection efforts are ongoing.
- **Fire Lane Incident – Rustling Bark:**
  - An unauthorized fire lane was painted. Two installed signs may need to be adjusted.
  - Quotes to be obtained for red fire lane painting without stenciling.
- **Board & Liaison Vacancies:**
  - Treasurer position on the Board remains vacant.
  - Court liaison roles still needed for Tall Trees Court and Branch Wood Court.
- **Community Inspections:**
  - Ongoing inspections to uphold standards and protect property values.
  - Board agreed to move forward with Compliance 360, a new software platform using a vehicle to detect violations such as incorrect paint colors, roofing materials, etc.
- **Architectural Guidelines & Rentals:**
  - Updated color chart now available on the AppFolio portal.
  - Owners (not tenants) must submit architectural change requests.
  - Renters now receive general community information.
  - Management will follow up with the county regarding rental regulation policies.
- **Lawn Maintenance & Community Reminders:**
  - Mowing season is underway.
  - Trash must be in bins with lids; damaged bins can be replaced by the county at no cost.
  - Trash and recycling bins should not be visible from the street.
  - JB Kline contract being reviewed to ensure edging and cleanup of grass clippings is included.
- **Trash & Recycling Communication:**
  - Updated bin storage guidelines will be shared via newsletter and posted to the Pelican website.
  - Note: Woodland Park's former webpage is no longer active.

#### **4. New Business**

- **National Night Out:**
  - Scheduled for Tuesday, August 5th 2025
  - Event is meant to enhance neighbor-law enforcement relationships, promote safety, and community unity.
  - Lemonade and cookies will be provided for attendees.

#### **5. Open Forum**

- Homeowner had concerns with JB Kline not edging the grass near her home accordingly as well as not taking debris of grass off , (poor job).
- Homeowner had concerns about some homeowner grasses not cut at all on Whistling plnes Court.
- Homeowners had a questions about not being approved for her pavers a while back.
- Trash cans being left out on a lot of courts, presents an issue of clean community. (eyesore for neighbors).
- Please make sure you are using bins for the trash and cover it up with a lid, you can call Howard County so they can provide you a new one for free if you do not have one.

#### **6. Executive Session**

- Executive session began at 8:30 PM

#### **7. Adjournment**

- Meeting adjourned at 9:15PM

## **Board of Directors Meeting Minutes 4/17.**

- The meeting was called to order at 7:04 PM. All board members are present.
- Minutes from the last meeting were approved with a motion by Scott and Cameron.

### **Introduction of New Property Manager**

- Karim from Pelican Property Management introduced himself.
- He expressed excitement about working with the community and improving its aesthetics.

### **Current Community Projects**

- **\*\*Old Stockbridge:\*\*** The county is fixing a sinkhole and improving the drainage system. The project is nearing completion.
- **\*\*Whistling Pines:\*\***
  - Erica mentioned that they are still working where Tall Trees is and saving the newly planted plants.
  - A leak in front of 77808 has been fixed.
  - Engineers are redesigning the court to address issues with sewer and water lines.
- **\*\*Parking Pads, Sidewalk, and Curb:\*\*** Bids are being collected as part of the John O'Blanken reserves. Two bids have been received, and more are being sought for comparison.
- **\*\*Fire Lanes:\*\***
  - An incident occurred on Rustling Bark where someone painted a fire lane, potentially obstructing fire truck access.
  - Fire lanes are dictated by the fire marshal based on code.
  - Quotes are being obtained to repaint the fire lane correctly and erect signs to match the rest of the community.
- **\*\*Ticketing for Fire Lane Incident:\*\***
  - A police report is pending.
  - The association intends to pursue civil action against those responsible to recover the costs of correction.
  - The association may need to initially cover the costs to restore compliance with the fire code.
- **\*\*Court Liaisons and Treasurer:\*\***
  - The board is seeking court liaisons for Tall Trees Branchwood to assist the board and relay information to neighbors.
  - The board is still looking for a treasurer.

### **Pool Passes**

- Pool passes came with homes when Woodland Village was originally built.

- There are no plans to add people to the pool pass list.
- If a homeowner does not have a pool pass in their resale packet, they do not have pool privileges.
- Howard Property Management manages the Rec center, including pool passes and tennis courts. Contact them with any concerns.

### **Contact Information**

- Pelican Property Management's phone number is 410-645-1865.
- The pool or clubhouse manager's contact information is available on the website.

### **Resale Packets**

- The process for resale packets remains the same.
- Sellers will receive a resale packet from the management company.
- A walkthrough will be conducted to ensure the property is up to par before the sale.

### **Transfer to Pelican**

- Residents should have received a letter about the transfer to Pelican.
- The letter explains how to sign up for the online portal.
- The portal provides information, including dues, payment methods, and a community calendar.
- Coupon books are no longer used for dues payments.

#### **Community Home Inspections**

- Pelican is working on community home inspections to maintain property values.
- The goal is to ensure everyone follows the rules and keeps their homes presentable.

### **Color Chart**

- A new color chart is available on Pelican's website.
- Erica and Scott worked on updating the color chart to reflect current paint availability.
- The updated chart maintains the uniform colors for roofing, siding, and trim.

### **Architectural Committee Approval**

- For one-for-one replacements, notifying the board is sufficient without requiring approval.
- Any changes, such as switching deck materials, require board notification and approval to ensure color matching.
- All forms are online through Pelican.
- The board's approval timeline begins when all required information, including neighbor signatures and permits are submitted.

#### Architectural Request Submissions

- Time starts when the submission is complete, including all required signatures.
- For end units, approval is needed from neighbors on both sides, even if it means going around the corner to the next set of units.
- Homeowners renting out their units must have the property owner submit the paperwork, even if the resident fills it out.
- Renters will now receive information, including community activities, to ensure everyone in Woodland Park is included.

#### Home Inspections

- Home inspections are typically done when a homeowner is selling their home, prior to the new buyer signing paperwork.
- Pelican is providing on-the-spot inspections to identify violations of structural integrity or bylaw guidelines.
- Examples of violations include holes in attic vents, insecure steps and railings, incorrect colors, and excessively long grass.
- Resale packet inspections must be completed within seven days of receiving the packet.

#### Community Webpage and Maintenance Requests

- The new management company's webpage has a maintenance request section for reporting community problems.
- Examples of maintenance requests include downed limbs, erosion, sinkholes, and bee nests.
- The webpage also provides access to architectural rules and the application form for home changes.

#### Upcoming Events

- A sign-up sheet for the summer block party on Rustling Bark will be distributed soon, with an evite option.
- The block party is scheduled for Saturday, May 31 and is open to the entire Woodland Park community.
- The event aims to provide an opportunity for neighbors to meet and get to know each other.
- The next meeting date is not yet on the calendar.

#### Old Business Follow Up

- The board is confirming dates for something discussed last time, aiming for either July or August, while keeping in mind the September budget meeting.

## **Lawn Maintenance and Community Reminders**

- Lawn maintenance has begun.
- Trash and recycle reminders:
- Trash must be in a covered can, not just a bag.
- Be considerate of neighbors regarding when cans are put out and brought in.
- Recycle cans are provided by the county in two sizes.
- Green bins are good for summertime clippings.
- Damaged recycling or compost bins can be replaced by contacting the county.
- Damaged bins will be replaced for free.
- Damaged bins can be placed in front of the home for a three-day window while waiting for replacement.
- Trash cans should be in the back of the home or in the garage, not visible from the street.

## **Community Business - Recycling Bins and Website**

- Information about trash, recycle bins, and compost bins will be added to the newsletter and the Pelican website.
- There is no longer a Woodland Park webpage; the previous portal was managed by Woodlum Park Management (WPM).

## **Community Business - Whistling Pines Repiping**

- Whistling Pines will be torn up again to repipe and repave the street.
- Howard County enlisted engineers to redesign the street due to numerous breaks.
- The project was initially planned for the fall but was moved to spring.
- The project may involve going into some homes.
- The project will likely not start while sewer line work is being done on Falling Leaves.

## **Collection Expense**

- In the budget from August 2024, there was a line for collection expenses.
- In the past, there was no line item for collection expense because the company would pass that on to the homeowner.
- The budget was approved under Woodland Park, so further investigation is needed.
- It is suspected that the collection expense may be related to legal fees, but it was listed under administration by Woodland Park.

### **Collection Company Fees**

- The board should not be paying for any collection expenses; those should be passed on to the homeowner.
- The board will investigate to ensure this is the case.

## **Attendees**

• Present: The board of director: Michael Oberuch, Cameron Miles, Laura Moua, Erica McCauley, Scott Freedman and three residents online: Wendy Tosh, Mary Rose, and Kristina Madak

## **Newsletter**

- Pelican will put out a monthly newsletter.
- The first newsletter following this meeting will likely be released at the beginning of May.
- The newsletter will be emailed to each homeowner monthly and posted on the website.
- The goal is to keep the community informed about what's going on.

## **Adjournment**

- A motion was made and seconded to adjourn the meeting.
- All in favor, no opposition.
- The meeting was adjourned at 7:52 PM.
- The newsletter will include the dates of upcoming meetings.



# Woodland Park Homeowners' Association, Inc.

Budget (Current Fiscal Year)



**CondoCerts**

2025					Import		
	Account		2024	2025			
	Number		Budget	Approved Budget			
		<b>Income</b>					
1	41000	Assessments	133,881	147,651	10%		
2	41990	Bad Debt	0				
3	42210	Late Fees	0				
4	42220	Return Check Fee	0				
5	42270	Fines	0				
6	42300	Unit Maintenance Charges	0				
7	44001	Interest On Checking	0				
8	44070	Interest On Collections	0				
9		Total Income	133,881	147,651	10%		
		<b>EXPENSES</b>					
		<b>Utilities</b>					
10	51500	Electric	2,500	1,500	-67%		
11		Total Utilities	2,500	1,500	-67%		
		<b>Repairs &amp; Maintenance</b>					
12	52000	General Repairs & Maint.	3,497	2,500	-29%		
13		Total Repairs & Maintenance	3,497	2,500	-29%		
		<b>Contracted</b>					
14	57210	Exterminating (Common Are	0	500			
15	57470	Landscaping	5,000	5,000	0%		
16	57510	Lawn Contract	42,000	49,261	17%		
17	57630	Reserve Study	0	0	0%		
18	57720	Snow Removal	13,500	20,000	48%		
19	57850	Tree Maintenance	5,000	3,000	-40%		
20	57910	Watering	500	4,000	700%		
21		Total Contracted	66,000	81,761	24%		
		<b>Administrative</b>					
22	60020	Architectural Review	0	0			
23	60100	Collection Expense	0	2,000			
24	60130	Community Activities	500	500	140%		
25	60380	Meeting Expense	250	500	456%		
26	60420	Office Supplies	1,000	375	77%		
27	60440	Postage	500	350	-10%		
28	60600	Website Services	480	0	0%		
29		Total Administrative	2,730	3,725	-61%		
		<b>Professionals</b>					
30	67000	Accounting	1,450	1,600	10%		
31	67300	Legal	2,500	2,000	-20%		

2025					Import		
	Account		2024	2025			
	Number		Budget	Approved Budget			
32	67600	Management	25,890	28,000	8%		
33		Total Professionals	29,840	31,600	6%		
		<b>Insurance &amp; Taxes</b>					
34	68050	Insurance - Master Policy	1,965	1,965	0%		
35		Total Insurance & Taxes	1,965	1,965	0%		
		<b>Reserves</b>					
36	85000	Reserve Contribution	27,349	24,600	-10%		
37		Total Reserves	27,349	24,600	-10%		
38		<b>TOTAL EXPENSES</b>	<b>133,881</b>	<b>147,651</b>	10%		
39		<b>NET INCOME/(LOSS)</b>	<b>0</b>	<b>0</b>			

# Woodland Park Homeowners' Association, Inc.

Bylaws



**CondoCerts**

# BY-LAWS

WOODLAND PARK, SECTION TWO ASSOCIATION, INCORPORATED

BY-LAWS

ARTICLE I. GENERAL PROVISIONS.

" Section 1.1. Definitions.

1.1.1. As used in the provisions of these By-Laws, each of the following terms shall have the meaning hereinafter in this Section ascribed to it:

(1) "Annual Assessment" has the meaning ascribed to it by the provisions of the Declaration.

(2) "Annual Membership Meeting" means an annual meeting of the Membership, held pursuant to the provisions of Section 2.1.

(3) "the Architectural Committee" means the entity referred to as such in the provisions of the Declaration.

(4) "the Articles of Incorporation" means the Association's articles of incorporation, as filed with the State Department of Assessments and Taxation of Maryland, as from time to time amended.

(5) "Assessment" means an Annual Assessment, or a Special Assessment.

(6) "Assessment Lien" means a lien created and existing pursuant to the provisions of Section 6 of the Declaration.

(7) "Assessment Year" has the meaning ascribed to it by the provisions of the Declaration.

(8) "the Association" means Woodland Park, Section Two Association, Incorporated, a corporation organized and existing under the law of Maryland.

(9) "Association Property" means any and all real property, personal property or other assets beneficially owned by the Association, including, by way of example rather than of limitation, the Commons.

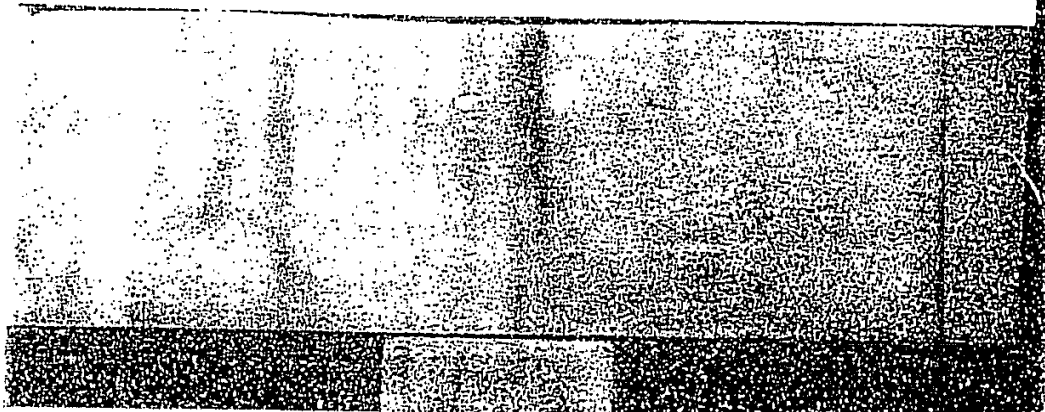
RECD FEE 54.50

4322 W

#45430 C940 R02 T08:59

NOV/13/83

54.50



- (10) "the Board of Directors" means the board of director of the Association.
- (11) "Board Meeting" means a meeting of the Board of Directors, held pursuant to the provisions of Section 3.7.
- (12) "the Class A Membership" has the meaning ascribed to it by the provisions of Section 4 of the Declaration.
- (13) "the Class B Membership" has the meaning ascribed to it by the provisions of Section 4 of the Declaration.
- (14) "the Commons" has the meaning ascribed to it by the provisions of the Declaration.
- (15) "the community" means all of that real property, situate and lying in Howard County, Maryland, which consists of the aggregate of (a) Parcel I and (b) each Future Parcel which, at the time in question, has been added to the Community through an expansion thereof pursuant to the provisions of the Declaration.
- (16) "the Declaration" means the instrument entitled "Declaration of Covenants, Easements, Charges and Liens", dated \_\_\_\_\_, 198\_\_\_\_, and recorded among the Land Records of the said County in Liber \_\_\_\_\_ at folios \_\_\_\_\_ et seq., made by Chateau Woodland, Inc. as from time to time amended.
- (17) "the Developer" has the meaning ascribed to it by the provisions of the Declaration.
- (18) "Director" means a member of the Board of Directors, in his capacity as such.
- (19) "Future Parcel" has the meaning ascribed to it by the provisions of the Declaration.
- (20) "Lot" has the meaning ascribed to it by the provisions of the Declaration.
- (21) "Majority" means more than fifty percent (50%).
- (22) "Member" means each person who is a member of the Association under the provisions of the Declaration.



- (23) "the Membership" means all of the Members.
- (24) "Membership Meeting" means an Annual Membership Meeting or a Special Membership Meeting.
- (25) "Mortgage" has the meaning ascribed to it by the provisions of the Declaration.
- (26) "Nominating Committee" means the committee referred to in the provisions of Section 3.6.
- (27) "Notice Address" has the meaning ascribed to it by the provisions of the Declaration.
- (28) "Officers" means, collectively, the President, the Vice-President, the Secretary, the Treasurer, each Assistant Secretary, each Assistant Treasurer and the holder of each other office which the Board of Directors creates pursuant to the provisions of Sections 4.1 and 4.4.
- (29) "Owner" has the meaning ascribed to it by the provisions of the Declaration.
- (30) "Parcel I" has the meaning ascribed to it by the provisions of the Declaration.
- (31) "person" means any natural person, trustee, corporation, partnership or other legal entity.
- (32) "the President" means the president of the Association.
- (33) "Rules and Regulations" means the rules and regulations adopted by the Association pursuant to the provisions of Section 5.3 of the Declaration.
- (34) "the Secretary" means the secretary of the Association.
- (35) "Special Assessment" has the meaning ascribed to it by the provisions of the Declaration.
- (36) "Special Membership Meeting" means a special meeting of the Membership, held pursuant to the provisions of Section 2.2.
- (37) "the Treasurer" means the treasurer of the Association.



(38) "the Vice-President" means the vice-president of the Association.

1.1.2. Any other term to which meaning is specifically ascribed by any provision of the Declaration shall for purposes of these By-Laws have such meaning.

Section 1.2. Principal office. The Association's principal office shall be located at c/o Chateau Woodland, Inc., 8659 Baltimore National Pike, Ellicott City, Maryland 21043, but meetings of Members and Directors may be held at such other places within the said County, or in Baltimore, Maryland, as are from time to time designated by the Board of Directors.

Section 1.3. Fiscal year. The Association's fiscal year shall begin on the first day of January and end on the 31st day of December of every year, except that the Association's first fiscal year shall begin on the date of its incorporation.

Section 1.4. Status and applicability of By-Laws.

1.4.1. These By-Laws, as from time to time amended, are the by-laws referred to as "the By-Laws" in the provisions of the Declaration.

1.4.2. These By-Laws shall be applicable to, and shall govern, the administration of the Association's affairs by or through its Officers, the Board of Directors or the Membership.

ARTICLE II. MEMBERSHIP MEETINGS.

Section 2.1. Annual Membership Meetings. The first Annual Membership Meeting shall be held on a day falling within one year after the date of the Association's incorporation. Each subsequent Annual Membership Meeting shall be held on the same day of the same month of each year thereafter, at seven o'clock p.m. provided, that if during any year such day is a Saturday, Sunday or legal holiday, the Annual Membership Meeting for such year shall be held at the same hour on the first day thereafter which is not a Saturday, Sunday or legal holiday.

Section 2.2. Special Membership Meetings. Special Membership Meetings may be called at any time by the President or the Board of Directors, or upon the receipt by the President or the Board of Directors of a written request for such Special Membership Meeting by Members

holding at least twenty-five percent (25%) of the total number of votes held by the Class A Membership.

Section 2.3. Notice of Meetings. Written notice of each Membership Meeting shall be given by, or at the direction of, the Secretary or the person authorized to call such Membership Meeting, by mailing a copy of such notice, postage prepaid, to each Member entitled to vote thereat, addressed to such Member's Notice Address, at least fifteen (15) days before such Membership Meeting. Such notice shall specify the date, time and place of such Membership Meeting and, in the case of a Special Membership Meeting, its purpose.

Section 2.4. Quorum. The presence at the date, time and place of a Membership Meeting as set forth in such notice, in person or by proxy, of Members holding at least ten percent (10%) of the total number of votes held by, respectively, each class of the Membership shall be required to constitute a quorum for such Membership Meeting, except as is otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, a quorum does not exist at such date, time and place, a Majority of the Members who are present and entitled to vote thereat shall have the power to adjourn such Membership Meeting from time to time, without notice other than announcement at such Membership Meeting, until a quorum is present, in person or by proxy, as aforesaid.

Section 2.5. Proxies. At all Membership Meetings, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Each proxy shall be revocable by the Member who granted it (subject to the operation and effect of the provisions thereof) and shall automatically expire upon conveyance by such Member of the title to his Lot.

Section 2.6. Informal action. Whenever the Membership is required or permitted by the provisions of the Declaration, the Articles of Incorporation or these By-Laws to give or withhold its approval or consent or to take any other action, or whenever the Association's taking of any action, or its effectiveness, is conditioned by such provisions upon the Membership's having given its approval or consent thereto or taken any other action, such approval or consent may be given or withheld, and such action may be taken, by the Membership without a Membership Meeting having been held for such purpose, provided that that number of Members whose votes would have been sufficient to cause such approval or consent to be given or withheld or

HPS/04-29-83  
2483x

such action to be taken, at a Membership Meeting duly called for such purpose at which all Members were present and voting on such question, have consented thereto in writing.

ARTICLE III. THE BOARD OF DIRECTORS.

Section 3.1. Composition and qualifications.

3.1.1. The Board of Directors shall consist of five (5) Directors.

3.1.2. Each Director shall be (a) a natural person; (b) at least twenty-one (21) years old; and (c) either (i) alone or in combination with one or more other persons an Owner, or (ii) an officer, director, employee or agent of a corporation, partnership, trust or other legal entity (other than a natural person) which, either alone or in combination with one or more other persons, is an Owner, provided that the Secretary is given such proof of such natural person's status as officer, director, employee or agent of such entity as the Secretary may reasonably require.

Section 3.2. Terms of directorships.

3.2.1. The persons named as Directors in the Articles of Incorporation shall serve as such until the first Annual Membership Meeting, at which time their terms as Directors shall expire.

3.2.2. (a) At the first Annual Membership Meeting, a successor shall be elected to each such Director. Two such successors shall be elected to serve for a term of three (3) years, two such successors shall be elected to serve for a term of two (2) years, and one such successor shall be elected to serve for a term of one (1) year.

(b) At each subsequent Annual Membership Meeting, a Director shall be elected to fill the position of each Director whose term expires as of such Membership Meeting, to serve for a term of three (3) years.

Section 3.3. Removal. Any Director may be removed from the Board of Directors, with or without cause, by the vote of Members holding a Majority of the votes held by all of the Members. If a Director dies, resigns or is removed from his position as such, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 3.4. Compensation. No Director shall receive compensation for any service which he renders to the Association, but a Director may be reimbursed for his payment of actual expenses incurred in the performance of his duties.

Section 3.5. Action taken without a Board Meeting. The Directors shall have the right to take any action in the absence of a Board Meeting which they could take at a Board Meeting, by obtaining each Director's written approval thereof. Any action so taken and approved shall have the same effect as though taken at a Board Meeting.

Section 3.6. Nomination and election of Directors.

3.6.1. Nomination. Nomination for election to the Board of Directors shall be made by a committee which shall be known as "the Nominating Committee". Nominations may also be made by Members from the floor at the Annual Membership Meeting at which the election is to be held for which such nominations are made. The Nominating Committee shall consist of a chairman, who shall be a Director, and two or more other persons who are Members. The Nominating Committee shall be appointed by the Board of Directors before each Annual Membership Meeting, to serve from the close of such Annual Membership Meeting until the close of the next Annual Membership Meeting, and such appointment shall be announced at each Annual Membership Meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it determines in its discretion, but shall not make fewer nominations than the number of vacancies to be filled. Such nominations shall be made from among persons who are qualified to hold directorships under these By-Laws.

3.6.2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, for each vacancy, that number of votes which they are entitled to cast under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 3.7. Board Meetings.

3.7.1. Regular Board Meetings. Regular Board Meetings shall be held quarterly, without notice, at such date, time and place as is fixed from time to time by resolution of the Board of Directors. If such date falls

on a legal holiday, such meeting shall be held at the same time on the next day which is not a legal holiday.

3.7.2. Special Board Meetings. Special Board Meetings shall be held when called by the President or any two Directors, after not less than three (3) days' notice to each Director.

3.7.3. Quorum. The presence at such date, time and place of a Majority of the Directors shall constitute a quorum for the transaction of business at such Board Meeting. Every act done or decision made by a Majority of the Directors present at a duly held Board Meeting at which a quorum is present shall be regarded as the act or decision of the Board of Directors.

Section 3.8. Powers and duties of Board of Directors.

3.8.1. Powers. Except as may be otherwise provided in the Declaration, the Board of Directors shall have the power

(a) to adopt and publish Rules and Regulations governing the use of the Commons and the personal conduct of the Members and their family members and guests thereon, and to establish penalties for infractions thereof;

(b) to suspend the voting rights, and the right to use the recreational facilities included within the Commons, of any Member

(i) during any period in which such Member is in default in the payment of any Assessment levied by the Association; and

(ii) after notice and hearing, for a period of not longer than sixty (60) days, for such Member's infraction of the published Rules and Regulations;

(c) to exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, the Declaration or applicable law;

(d) to declare any directorship to be vacant if the Director who holds it is absent from three (3) consecutive regular Board Meetings called in accordance with these By-Laws; and

(e) to employ a manager, an independent contractor or such other employees as the Board of Directors deems necessary, and to prescribe their duties.

3.8.2. Duties. Except as may be otherwise provided in the Declaration, it shall be the duty of the Board of Directors

(a) to cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at each Annual Membership Meeting, or at any Special Membership Meeting when such statement is requested in writing by Members holding at least twenty-five percent (25%) of the total number of votes held by the Class A Membership;

(b) to supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as is more fully provided in the Declaration,

(i) to fix the amount of the Annual Assessment levied against each Lot;

(ii) to send written notice of each Assessment to every Owner subject thereto; and

(iii) to foreclose the Assessment Lien against any Lot for which any such Assessment is not paid within thirty (30) days after the date upon which it is due, and/or to bring an action at law against the Owner of such Lot, if such Owner is personally obligated to pay the same;

(d) to issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of such certificates. If a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability and hazard insurance covering all Association Property;

(5) to cause all Officers, agents or employees of the Association having fiscal responsibilities to be bonded, as the Board of Directors may deem appropriate; and

(9) to cause the Commons to be maintained.

#### ARTICLE IV. OFFICERS.

Section 4.1. Enumeration of offices. The Officers shall consist of the President, the Vice-President (who shall at all times be Directors), the Secretary, the Treasurer and such other Officers as the Board of Directors may from time to time by resolution designate and create.

Section 4.2. Election of Officers. The Officers shall be elected at the first Board Meeting after each Annual Membership Meeting.

Section 4.3. Term. Each Officer shall hold office for a term of one (1) year unless during such period he resigns, is removed from office or otherwise becomes disqualified to serve as such.

Section 4.4. Special appointments. The Board of Directors may elect such other Officers as the Association's affairs may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors from time to time determines.

Section 4.5. Resignation and removal. Any Officer may be removed from office with or without cause by the Board of Directors. Any Officer may resign at any time by giving written notice thereof to the Board of Directors, the President or the Secretary. Such resignation shall take effect upon the date of receipt of such notice or at any later time specified therein and (unless otherwise specified therein) need not be accepted to be effective.

Section 4.6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer whom he replaced.

Section 4.7. Multiple offices. The offices of the Secretary and the Treasurer may be held simultaneously by the same person. Otherwise, no person shall hold simultaneously more than one office, except in the case of

1008 FOLD 36

special offices created pursuant to the provisions of Section 4.4.

Section 4.8. Duties. The Officers shall have the following duties:

4.8.1. President. The President shall preside at all Board Meetings; see that all orders and resolutions of the Board of Directors are carried out; sign on behalf of the Association all leases, mortgages, deeds and other written instruments to which it is a party; and co-sign on the Association's behalf all checks and promissory notes which it issues.

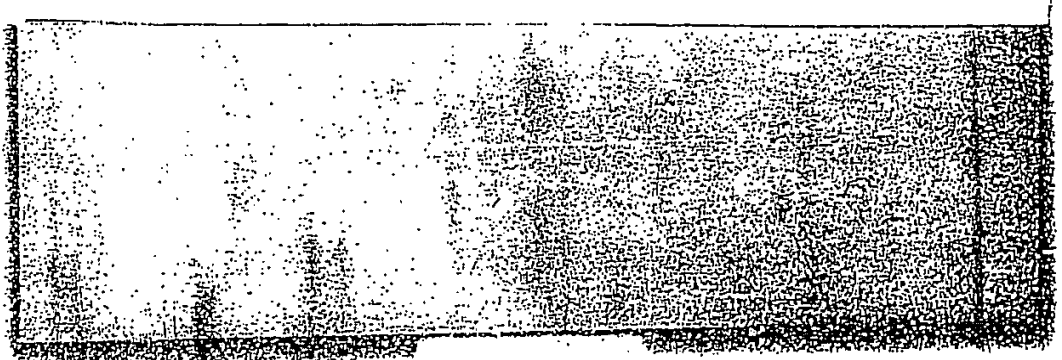
4.8.2. Vice-President. The Vice-President shall act in the President's place and stead in the event of his absence, inability or refusal to act, and exercise and discharge such other duties as are prescribed by the Board of Directors.

4.8.3. Secretary. The Secretary shall record the votes and keep the minutes of all Board Meetings and proceedings and all Membership Meetings; serve notice of all Board Meetings and all Membership Meetings; keep appropriate, current records showing the names and Notice Addresses of the Members; and perform such other duties as are prescribed by the Board of Directors.

4.8.4. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association; disburse such funds as directed by resolution of the Board of Directors; sign on the Association's behalf all checks and promissory notes which it issues; keep proper books of account for the Association; cause an annual audit of the Association's books to be made by a public accountant at the completion of each of its fiscal years; prepare an annual budget and a statement of the Association's income and expenditures to be presented to the Membership at each Annual Membership Meeting; and deliver a copy of each of the same to each Member.

#### ARTICLE V. COMMITTEES.

The Board of Directors shall appoint the members of the Architectural Committee pursuant to the provisions of the Declaration, and of the Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint such other committees as it deems appropriate in carrying out its purposes.





ARTICLE VI. BOOKS AND RECORDS.

The Association's books, records and papers, the Declaration, the Articles of Incorporation and these By-Laws shall at all times be available for inspection by any Member at the Association's principal office (where copies may be purchased at reasonable cost) during reasonable business hours.

ARTICLE VII. ASSESSMENTS.

As is more fully provided in the Declaration, each Member is obligated to pay to the Association Annual Assessments and Special Assessments which are secured by a continuing Assessment Lien upon his Lot. Any Assessment which is not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the date on which it becomes due, it shall bear interest from such date at the rate set forth in the provisions of the Declaration, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the Assessment Lien against his Lot, and all interest, costs, and reasonable attorney's fees incurred in any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for any Assessment by nonuse of the Commons or abandonment of his Lot.

ARTICLE VIII. AMENDMENT AND CONSTRUCTION OF BY-LAWS.

Section 8.1. Amendment. These By-Laws may be amended at an Annual Membership Meeting or a Special Membership Meeting by a vote of a Majority of those Members who are present in person or by proxy (provided that a quorum exists for such meeting), except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B Membership.

Section 8.2. Construction. In the case of any conflict between any provision of the Articles of Incorporation and these By-Laws, those of the Articles of Incorporation shall control. In the case of any conflict between any provision of the Declaration and these By-Laws, those of the Declaration shall control. All references made herein to any Section or subsection shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section or subsection of these By-Laws.

IN WITNESS WHEREOF, we, being all of the Associa-

1102 FOLIO 638

tion's Directors, have hereunto set our hands, this 31st  
day of August, 1983.

WITNESS:

Richard Azrael  
RICHARD AZRAEL, Director

Howard N. Glasser  
HOWARD N. GLASSER, Director

CERTIFICATION

I, HOWARD N. GLASSER, the undersigned, hereby  
certify

(1) that I am the duly elected and acting Secre-  
tary of WOODLAND PARK, SECTION TWO ASSOCIATION, INCORPORATED,  
a corporation organized and existing under the Laws of Maryland.

(2) that the foregoing By-Laws are the original  
By-Laws of such corporation, as duly adopted at a meeting  
of its Board of Directors held on August 30, 1983.

IN WITNESS WHEREOF, I have executed this Certification,  
this 31st day of August, 1983.

Howard N. Glasser  
HOWARD N. GLASSER

# Woodland Park Homeowners' Association, Inc.

Declaration / CC&Rs



**CondoCerts**

DECLARATION OF  
COVENANTS, EASEMENTS,  
CHARGES AND LIENS

LIBER 1183 FOLIO 536

4321

WOODLAND PARK, SECTION TWO, AREA ONE

DECLARATION OF COVENANTS,  
EASEMENTS, CHARGES AND LIENS

Table of Contents

<u>Section</u>	<u>Heading</u>	<u>Page</u>
1	Definitions . . . . .	3
2	Name . . . . .	7
3	Lots, Commons and Dedicated Roadways . . . . .	7
4	The Association . . . . .	9
5	Ownership of, and rights in, Commons . . . . .	11
6	Assessments . . . . .	16
7	Expansion of the Community . . . . .	22
8	Architectural Committee and control . . . . .	24
9	Use of Lots . . . . .	28
10	Rights of Mortgagees . . . . .	30
11	General . . . . .	32

Exhibits

- A Description of Parcel I
- B Lots in Parcel I
- C Description of Parcel II

REC'D FEE 164.50

4321 H

#4542P C940 R02 T09:58

H09/13/93

164.50

1582 1100 FOLD 587

WOODLAND PARK, SECTION TWO, AREA ONE

DECLARATION OF COVENANTS,  
EASEMENTS, CHARGES AND LIENS

THIS DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS, made this 31st day of August, 1983, by CHATEAU WOODLAND, INC. a corporation organized and existing under the law of Maryland having an address at 8659 Baltimore National Pike, Ellicott City, Maryland 21043 (hereinafter referred to as "the Developer"),

WITNESSETH, THAT WHEREAS the Developer is the owner of all of that land, situate and lying in Howard County, Maryland, which is hereinafter described and which has been subdivided into the lots and common areas which are hereinafter referred to, together with the improvements thereon and the appurtenances thereto; and

WHEREAS the Developer intends to create on such land a residential community consisting of such residential lots and common areas, the latter containing common improvements and other facilities for the benefit of such community; and

WHEREAS the Developer intends by this Declaration to provide for the preservation of such community's values and amenities and the maintenance of such lots, common areas, common improvements and other facilities, by (1) insuring their proper development, improvement and use; (2) protecting their respective owners against their development or other use in any manner which may depreciate their value; (3) guarding against the erection on any such lot or common area of any building or other improvement containing improper or unsuitable materials; (4) securing and

LIBER 1182 FOLIO 588

maintaining proper setbacks of such buildings or other improvements from the roadways and sidewalks within such community; (5) enforcing high standards of maintenance and operation of such common areas, common improvements and other facilities for the benefit of the owners of such lots and any other residents of such community; and (6) granting and reserving rights, easements and other privileges, and creating a means for the accumulation and use of funds, to further such purposes, all in order to provide adequately for a residential community of the highest quality and character; and

WHEREAS, to further such purposes, the Developer (1) intends by this Declaration to subject such residential lots and common areas, together with the improvements thereon and the appurtenances thereto, to certain covenants, easements, charges and liens, all as are hereinafter set forth, and (2) has caused to be incorporated a nonstock corporation to which are to be delegated the powers and duties of assessing, collecting and applying all of the charges imposed by the provisions of this Declaration, maintaining and operating such common areas, common improvements and other facilities, and administering and enforcing such covenants, easements, charges and liens; and

WHEREAS the Developer desires to reserve the right hereafter to subject additional land, together with the improvements thereon and the appurtenances thereto, to the operation and effect of this Declaration, thereby expanding the land, improvements and appurtenances which are hereby subjected thereto,





1.1.5. "the Association" means the entity referred to in the provisions of Section 4.

1.1.6. "Association Property" means any and all real property, personal property or other assets which are beneficially owned by the Association, including, by way of example rather than of limitation, the Commons.

1.1.7. "the Board of Directors" means the board of directors of the Association.

1.1.8. "Builder" means each person who acquires a Lot from the Developer or another Builder, not to occupy it as a residence, but to construct, in the ordinary course of such person's business, a dwelling on such Lot and sell or lease it to another person for such other person to occupy as a residence.

1.1.9. "the By-Laws" means the by-laws of the Association, as from time to time amended.

1.1.10. "Class A Member" has the meaning ascribed to it by the provisions of subsection 4.3.

1.1.11. "Class A Membership" means all of the Class A Members.

1.1.12. "Class B Member" has the meaning ascribed to it by the provisions of subsection 4.3.

1.1.13. "Class B Membership" means all of the Class B Members.

1.1.14. "the Code" means the Annotated Code of Maryland (in each instance of reference whichever edition contains the most recent codification of the statute referred to), as from time to time amended.

1.1.15. "the Commons" has the meaning ascribed to it by the provisions of subsection 3.1.

1.1.16. "the Community" means the aggregate of (a) Parcel I and (b) each Future Parcel or portion thereof which, at the time in question, has been added to the Community through an expansion thereof.

1.1.17. "the Community Plat" means the plat referred to hereinabove, together with any amendatory plat thereto which at any time hereafter has become effective pursuant to the provisions of this Declaration and applicable law.

1.1.18. "Contract Purchaser" means any person who enters into a contract (other than a land installment contract, as that term is defined by the provisions of title 10, section 10-101(b) of the Real Property Article of the Code, which has been recorded among the Land Records) which, at the time in question, entitles such person to purchase a Lot from the Developer, a Builder or any other person, but who does not hold the legal title of record to such Lot.

1.1.19. "this Declaration" means this instrument, as from time to time amended.

1.1.20. "Dedicated Roadway" means each portion of the Community (a) which, by the Community Plat or otherwise, is dedicated to the said County or another governmental body for public use as a roadway, either (i) before or simultaneously with the recordation of this Declaration among the Land Records, or (ii) thereafter pursuant to the provisions of Section 5, and (b) such dedication of which has been accepted by such entity.

1.1.21. "the Developer" means (a) the person hereinabove named as such, (b) such person's successors, (c) each person to whom such named person or any other person who is the Developer expressly assigns its rights as the Developer hereunder in the manner set forth in the provisions of subsection 11.2, and (d) each such assignee's heirs, personal representatives and successors; provided, that no Owner, Builder, Mortgagee, Lessee or Contract Purchaser shall, merely by virtue of its status as such, be deemed to be the Developer.

1.1.22. "the Development Period" has the meaning ascribed to it by the provisions of Section 4.

1.1.23. "Dwelling" means a "dwelling", as that term is defined by the provisions of Section 104 of the zoning ordinance of the said County.

1.1.24. "Future Parcel" has the meaning ascribed to it by the provisions of Section 7.

1.1.25. "the Land Records" means the Land Records of the said County.

1.1.26. "Lessee" means any lessee or sublessee of a Lot from the Developer or another Owner or person.

1.1.27. "Lot" has the meaning ascribed to it by the provisions of subsection 3.1.

1.1.28. "Majority" means more than fifty percent (50%).

1.1.29. "Member" has the meaning ascribed to it by the provisions of Section 4.

1.1.30. "the Membership" means all of the Members.

1.1.31. "Mortgage" means any mortgage or deed of trust encumbering any Lot or any or all of the Commons, and any other security interest therein existing by virtue of any other form of security instrument or arrangement used from time to time in the locality of the Community (including, by way of example rather than of limitation, any such other form of security arrangement arising under any deed of trust, sale and leaseback documents, lease and leaseback documents, security deed or conditional deed, or any financing statement, security

agreement or other documentation used pursuant to the provisions of the Uniform Commercial Code or any successor or similar statute), provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

1.1.32. "Mortgagee" means the person secured by a Mortgage.

1.1.33. "Mortgagee in Possession" means any person who is either (a) a Mortgagee which has possession of a Lot as a result of a default under a Mortgage held by such person, or (b) the Owner of a Lot as the result of the conveyance to such person of the Mortgagor's equity of redemption therein either through a foreclosure proceeding under a Mortgage securing such person and covering such Lot, or in lieu of such foreclosure proceeding.

1.1.34. "Mortgagor" means the Owner of a Lot, the title to which is encumbered by a Mortgage.

1.1.35. "Notice Address" has the meaning ascribed to it by the provisions of Section 11.

1.1.36. "Owner" means any person or combination of persons (including, by way of example rather than of limitation, the Developer and any Builder) who (a) holds the legal title to a Lot under a deed or other instrument, or (b) is the purchaser of a Lot under a land installment contract (as that term is defined by the provisions of title 10, section 10-101(b) of the Real Property Article of the Code), if and only if such deed, other instrument or land installment contract is recorded among the Land Records at the time in question; provided, that (a) no Lessee or Contract Purchaser shall, merely by virtue of its status as such, be deemed an Owner; and (b) no Mortgagee shall be deemed the Owner of a Lot unless and until it acquires of record the Mortgagor's equity of redemption therein.

1.1.37. "Parcel" means Parcel I or any Future Parcel.

1.1.38. "Parcel I" has the meaning hereinabove ascribed to it.

1.1.39. "Parcel II" has the meaning ascribed to it by the provisions of Section 7.

1.1.40. "person" means any natural person, trustee, corporation, partnership or other legal entity.

1.1.41. "Plans" has the meaning ascribed to it by the provisions of Section 8.

1.1.42. "the Rules and Regulations" means the rules and regulations adopted by the Association pursuant to the provisions of paragraph 5.3.3, as from time to time amended.

1.1.43. "Special Assessment" has the meaning ascribed to it by the provisions of subsection 6.3.

1.1.44. "Statement of Lien" has the meaning ascribed to it by the provisions of subsection 6.4.

1.1.45. "Structure" means anything which constitutes a "Structure" for purposes of the provisions of the zoning ordinance of the said County; provided that, in addition, each of the following shall be deemed a Structure for purposes of the provisions of this Declaration:

(a) any thing or device, the placement of which upon any Lot might affect the physical appearance thereof (including, by way of example rather than of limitation, any building, shed, covered patio, fountain, pool, tree, shrubbery, paving, curbing, landscaping, fence or wall sign or signboard); and

(b) any excavation or fill, the volume of which exceeds ten (10) cubic yard; and

(c) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot or the flow of any water in any natural or artificial stream, wash or drainage channel on or across any Lot.

1.1.46. "Use" has the meaning ascribed to it by the provisions of Section 104 of the zoning ordinance of the said County; provided, that without limiting the generality of the foregoing provisions of this sentence, (a) any activity or purpose deemed by any governmental authority charged with enforcing such regulations to be a "use" for purposes of such regulations, and (b) any purpose for which any Structure or land is used or occupied, and (c) any activity, occupation, business or operation carried on in a Structure or on any land, shall be deemed a "Use".

1.2. Any other term to which meaning is specifically ascribed by any provision of this Declaration shall for purposes of this Declaration have such meaning.

Section 2. Name. The Community shall be known as Woodland Park, Section Two.

Section 3. Lots, Commons and Dedicated Roadways.

3.1. The Community shall be comprised of (a) all of those areas referred to in the provisions of subsection 3.2 (each of which is hereinafter referred to as a "Lot"), (b) all of those areas referred to in the provisions of subsection 3.3 (hereinafter referred to collectively as "the Commons"), and (c) all Dedicated Roadways.

3.2. Lots.

3.2.1. Number of Lots.

(a) So long as the Community has not

been expanded pursuant to the provisions of Section 7, it shall contain fifty-six (56) lots.

(b) From and after any such expansion, and until any further such expansion, the Community shall contain that number of Lots equalling the total of (i) the number of Lots contained therein immediately before such expansion, and (ii) the number of Lots contained in their entirety within the land thereby added to the Community (as set forth on such subdivision or other plat as is recorded among the Land Records in connection with such expansion or the subdivision of such land), and designated as Lots in the amendatory instrument by which, pursuant to such provisions, such expansion is effected.

3.2.3. Location of Lots. The location, dimensions and configuration of each Lot are shown on the Community Plat.

3.2.3. Designation of Lots. Each Lot shall have and be known by a number corresponding to the number shown with respect to it on the Community Plat. The number of each Lot within Parcel I is designated in a schedule attached hereto as Exhibit B.

3.2.4. Party walls. Each wall or fence, a portion of the thickness of which is included within a Lot and the balance of the thickness of which is included within a contiguous Lot, and which therefore is a party wall or party fence, shall be used and enjoyed as such by the Owners thereof jointly with each other. Each such Lot shall have the benefit of and be burdened with an easement for the support and maintenance of such party wall or fence in accordance with the following provisions of this paragraph:

(a) Subject to the operation and effect of the following provisions of this paragraph, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(b) If any such party wall or fence is deliberately or negligently damaged or destroyed by the act or omission of one (but not both) such Owners (or his agent, employee, invitee, family member, visitor or guest), such Owner shall promptly repair it at his expense.

(c) If any such party wall or fence is damaged or destroyed in any other manner or otherwise requires maintenance, such Owners shall repair it at their joint expense.

(d) If either surface of any such party wall is at any time exposed to the elements, the Owner of the Lot on which such surface stands shall promptly and at his expense take such action as is reasonably necessary to protect such surface against the elements.

3.3. Commons. The Commons shall consist of all of the land from time to time within the Community but not within any Lot or Dedicated Roadway, together with all

of the improvements thereon (including, by way of example rather than a limitation, all streets and sidewalks not within a Dedicated Roadway, curbs, storm water retention basins and drainage lines, utility lines, buildings, fencing, swimming pools, tennis or other racquet courts, tot lots and playgrounds, ball diamonds, marina facilities and other, similar facilities from time to time existing on such land), and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining.

#### Section 4. The Association.

4.1. Authority. The Community's affairs shall be governed by Woodland Park Section Two Association, Incorporated, a nonstock corporation organized and existing under the law of Maryland.

4.2. Membership. The Association's membership shall be comprised of and limited to all of those persons (each of whom is herein referred to as a "Member") who, either alone or in combination with one or more other persons, is an Owner (including, by way of example rather than of limitation, the Developer and any Builder during such times as the Developer or such Builder is an Owner). An Owner's membership in the Association shall be appurtenant to his Lot, and may not be separated from his ownership thereof.

#### 4.3. Voting.

##### 4.3.1. Classes of Membership.

##### (a) Development Period.

(i) During the Development Period, the Membership shall be comprised of the Class A Membership and the Class B Membership.

(ii) The Class A Membership shall consist of all of the Members other than the Developer and any Builder, and the Class B Membership shall consist of the Developer and each Builder.

(b) After the Development Period, the Membership shall be all of one class, consisting of all of the Members.

##### 4.3.2. Number of votes.

(a) During the Development Period each Class A Member, and thereafter each Member,

(i) who alone is the Owner of a Lot shall be entitled to cast one vote in the Association's affairs for each such Lot; or

(ii) who with any other person is the Owner of a Lot shall, jointly with such other persons, be entitled to cast one vote in the Association's affairs for each such Lot (which vote shall be exercised as such persons determine among themselves, provided that in no

event may such persons cast fractional votes or cast with respect to any such Lot more than one such vote).

(b) During the Development Period,

(i) each Class B Member shall be entitled to cast three votes in the Association's affairs for each vote which it would be entitled to cast, were it a Class A Member; and

(ii) each Builder shall be conclusively presumed, by its having accepted the conveyance of the legal title to a Lot from the Developer or another Builder,

(A) to have given the Developer an irrevocable and exclusive proxy entitling the Developer, at each meeting of the Membership held while such Builder holds such title, to cast the votes in the Association's affairs which such Builder holds under the foregoing provisions of this Section on each question which comes before such meeting; and

(B) to have agreed with the Developer that such proxy is given to and relied upon by the Developer in connection with the Developer's development, construction, marketing, sale and leasing of any or all of the Community (including any Future Parcel), and is coupled with an interest.

#### 4.3.3. Commencement and termination of Development Period.

(a) The Development Period shall consist of the period commencing on the date hereof and terminating on the date on which the total number of votes held by the Class A Membership becomes equal to the total number of votes held by the Class B Membership; provided, that anything contained in the foregoing provisions of this subparagraph to the contrary notwithstanding, if at any time or from time to time after such termination the Community is expanded pursuant to the provisions of Section 7, in each instance the Development Period shall re-commence as of the time at which such expansion occurs, and shall terminate thereafter on the date on which the total number of votes held by the Class A Membership becomes equal to the total number of votes held by the Class B Membership.

(b) Anything contained in the provisions of this Declaration to the contrary notwithstanding, the Development Period shall, if not then already terminated, terminate without thereafter recommencing on the earlier to occur of (i) the Developer's termination thereof by recording among the Land Records an instrument expressly providing for such termination and making specific reference to this paragraph, and (ii) the fifth (5th) anniversary of the date hereof.

4.4. Fidelity bonds. Each director, officer and employee of the Association, any manager of the Commons, and any director, partner, officer or employee of such

manager, whose duties as such require him to handle or be responsible for funds of the Association or in its possession or control through any trust or other arrangement, shall, if demanded in writing by the Association, before commencing such duties furnish the Association with a fidelity bond covering his said activities, in form and amount and with a corporate surety which are reasonable and appropriate under the circumstances and are satisfactory to the Board of Directors. The premium for any such bond shall be paid by the Association.

4.5. Actions taken by the Association.

4.5.1. Whenever the Association is required or permitted by the provisions of this Declaration to take any action, it shall do so only in accordance with the provisions of the Articles of Incorporation and the By-Laws.

4.5.2. Whenever the Membership is required or permitted by the provisions of this Declaration to give or withhold its approval or consent or to take any other action, or whenever the taking of any action by the Association, or the effectiveness thereof, is conditioned by the provisions of this Declaration upon the Membership's having given its approval or consent thereto or upon its having taken any other action, such approval or consent may be given or withheld, and such action may be taken, by the Membership without a Membership Meeting having been held for such purpose, provided that each Member is given prior written notice thereof, and the number of Members whose votes would have been sufficient to cause such approval or consent to be given or withheld or such action to be taken, at a Membership Meeting duly called for such purpose at which all Members were present and voting on such question, have consented thereto in writing.

Section 5. Ownership of, and rights in, Commons.

5.1. Property rights in and to Commons.

5.1.1. The Developer shall be entitled to convey to the Association the legal title to any or all of the Commons at any time hereafter, and/or to retain the legal title to the same until the Developer has completed any improvements which the Developer intends to make thereto, or until such earlier or later time as, in the Developer's judgment, the Association is able to maintain the same in accordance with the provisions of this Declaration; provided, that the Developer shall convey to the Association (i) the legal title to all of the Commons within Parcel I by not later than the date on which the Developer or any Builder conveys to any person (other than the Developer or a Builder) the legal title to any Lot within Parcel I, and (ii) the legal title to all of the Commons within any Future Parcel or portion thereof added to the Community by an expansion thereof by not later than the date on which the Developer or any Builder conveys to any person (other than the Developer or a Builder) the legal title to any Lot within such Parcel or portion thereof.



(b) The title to the Commons to be conveyed to the Association, as aforesaid, shall be good and marketable and insurable at regular rates by a title insurer authorized to do business in Maryland, and shall be conveyed in fee simple by a deed containing covenants by the Developer that it is seized of, and has done nothing to encumber, such title and will give such further assurances of the same as may be requisite, all subject to and only to the operation and effect of

(i) each instrument recorded among the Land Records before the recordation thereamong of this Declaration; and

(ii) each instrument or matter of the types enumerated in the provisions of paragraph 5.1.2 which is then recorded among the Land Records.

(c) Subject to the operation and effect of the provisions of paragraph 5.1.2 and subsection 5.3, the Association shall not convey to any person the legal title to, or any easement, leasehold or other right of use or enjoyment in, any of the Commons, without the express written consent thereto of Members holding at least two-thirds (2/3) of the total number of votes then held by, respectively, each class of the Membership.

5.1.2. Anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, while the Association holds the legal title to any or all of the Commons, it may take any or all of the following actions:

(a) make an express confirmatory conveyance to any Owner of such easements in and other rights with respect to the Commons as under the provisions of this Declaration are held by such Owner.

(b) grant, convey or dedicate (i) to any one or more public or quasi-public governmental bodies or utility companies, any and all licenses, easements and/or rights-of-way in, over and through the Commons for the construction, installation, use, operation, maintenance, repair and replacement of any and all sanitary, sedimentary control or storm sewer lines, drains, culverts, ponds or pumping stations, water lines, mains or pumping stations, electrical lines or cables, telephone or television lines or cables, gas lines or mains, and other similar facilities, for similar or other purposes, all as the Association considers appropriate for the provision of any utility or utility service to any Parcel (whether or not it then or thereafter is part of the Community), and (ii) to the said County or any other governmental body, any land then forming part of the Commons which is improved or to be improved by a roadway or sidewalk; provided, that no such grant, conveyance or dedication shall be made unless the Association and the entity to which it is to be made have agreed upon the manner in which the thing granted will be operated and maintained for the use and enjoyment of the Owners and any other members of the general public who are thereafter entitled to use and enjoy the same. After such grant, conveyance

or dedication, that portion of (or interest in) the Commons which is the subject thereof shall not be part of the Commons.

(c) grant a Mortgage pursuant to the provisions of paragraph 5.3.1.

(d) convey the legal title to, or any interest in, any or all of the Commons to or at the direction of any governmental or quasi-governmental authority either (i) through the condemnation thereof or the exercise of any power of eminent domain with respect to the same, or (ii) under threat of such condemnation or exercise and in lieu thereof (after which grant, conveyance or dedication, that portion of the Commons which is the subject of the same shall not be part of the Commons).

(e) grant a leasehold interest in or a license with respect to any or all of the Commons to any person, for a period terminating not later than the third (3rd) anniversary of the date of such grant.

(f) grant or reserve, by or to the Developer, for the benefit of any Future Parcel or portion thereof (whether or not it then or thereafter is part of the Community), an easement in, over and through the Commons for the construction, installation, use, operation, maintenance, repair and replacement of any facility or roadway of the types enumerated in the provisions of this paragraph 5.1.2.

(g) enter into a contract with (i) the owner of any land not within the Community, or (ii) any community association or homeowner's association having jurisdiction over such land, or (iii) any council of unit owners having jurisdiction over such land (if such land has been subjected to a condominium regime pursuant to the provisions of title 11 of the Real Property Article of the Code), pursuant to which such owner, the members of such association or council, or any other occupants of such land, and their families and guests, may use and enjoy any or all of the Commons for such consideration, during such period, upon such terms and subject to such conditions as are set forth in the provisions of such contract, all as the Association considers appropriate.

**5.1.3. Easement and license benefiting Lots and burdening Commons or other Lots.**

(a) Each Lot shall have the benefit of a non-exclusive easement for the use of

(i) each main, duct, stack, raceway, wire, conduit, drain, pipe, meter or other device located within the Commons or another Lot and used in providing any utility or service to the first such Lot;

(ii) each street and walkway which from time to time is within the Commons, or which crosses any Lot and affords access to the Commons or another Lot.

(b) Each Lot shall have the benefit of a non-exclusive license for the use of the remainder of the Commons, provided that

(i) such use is in accordance with applicable law and the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations;

(ii) any admission or other fee which the Association then charges for such use is paid;

(iii) no person other than the Association may construct, reconstruct, alter or maintain any Structure or make or create any excavation or fill upon, or remove any tree, shrub or other vegetation from, or otherwise damage, the Commons; and

(iv) no person shall without first obtaining the Association's consent do anything on the Commons which will cause an increase in any premium paid by the Association for liability or other insurance with respect to the Commons, or the cancellation of any such insurance.

5.1.4. Development easements. The Developer and each Builder shall have, and the Developer hereby reserves, perpetual, non-exclusive easements in, over and through the Commons

(a) for pedestrian and vehicular ingress and egress to and from each public roadway which at any time abuts the Community, from and to each Parcel (whether or not it then is part of the Community), for access by (i) the Developer and its heirs, personal representatives, successors and assigns as owner of each respective Parcel or Lot or other portion thereof, (ii) any Builder, (iii) any contractor, subcontractor, real estate agent or broker utilized by the Developer or any Builder, and (iv) their respective agents, officers, employees, and invitees, all for any purpose consistent with applicable law in connection with the construction, replacement, repair, maintenance, development, marketing or leasing of such respective Parcel or Lot; and

(b) for the construction, installation, maintenance, repair, replacement and use of any or all utility lines and facilities of the types enumerated in the provisions of paragraph 5.1.2, to and from their respective points of connection with those respective public utility lines and facilities to which they are to be connected, from and to each Parcel (whether or not it then is part of the Community), for the benefit of (i) the Developer and its heirs, personal representatives, successors and assigns as owner of any Parcel or Lot or other portion thereof, (ii) any Builder, (iii) each resident or other occupant of such Parcel or Lot or other portion, and (iv) their respective agents, employees, invitees, visitors and guests.

5.2. Maintenance of Commons and other portions of the Community.

5.2.1. The Association shall regularly maintain in good order and repair,

(a) the Commons

(b) any portion of any Dedicated Roadway not paved as a public road or devoted to any other public purpose (including, by way of example rather than of limitation, any portion of such Dedicated Roadway improved as (i) a parking area, the use of which is restricted to Owners, or (ii) a traffic island), if and to the extent that it is not the practice of the said County or any other governmental body having jurisdiction over such Dedicated Roadway to maintain the same; and

(c) each street, walkway or utility line or facility which crosses any Lot and over which any other Lot has the benefit of an easement for ingress and egress, or for any utility or other service, under the provisions of this Declaration.

5.2.2. Without limiting the generality of the foregoing provisions of this paragraph, the Association shall (unless such maintenance duty is assumed by any governmental authority having jurisdiction thereover) keep all grass growing within the Commons regularly mowed, and maintain each storm water retention or sedimentation pond within the Commons, keeping it clean and free of debris.

5.3. Control of Commons. Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, the Association may

5.3.1. borrow money to improve the Commons in accordance with the provisions of this Declaration, and secure its repayment by subjecting any or all of the Commons which it owns to the lien of a Mortgage; provided that anything contained in the provisions of such Mortgage to the contrary notwithstanding, if there is a default in the performance of the borrower's obligations thereunder the Mortgagee's remedies on account of such default shall, with respect to the property covered by such lien, be limited to those of (a) taking possession of any or all of the same, (b) thereafter charging admission or other fees as a condition to the continued use thereof by the Owners, their family members and guests, and (c) if necessary and if not prohibited by applicable law, opening the enjoyment thereof to the general public or any segment thereof until such debt is satisfied;

5.3.2. take such steps as are reasonably necessary to protect such property against foreclosure under such Mortgage (including, by way of example rather than of limitation, that of opening the enjoyment thereof to the general public or any segment thereof, as aforesaid);

5.3.3. adopt reasonable rules and regulations governing the use of the Commons by Owners, their family members and guests or any other person;

5.3.4. charge reasonable admission and other fees for use of the Commons (other than those streets, walkways and utility lines and facilities which are subject to the easement created by the provisions of subparagraph 5.1.3(a)); and

5.3.5. suspend the right of any Owner or his family members and guests to use the Commons (except for such streets, parking areas, walkways and utility lines and facilities);

(a) for so long as such an Assessment levied against such Owner's Lot remains unpaid, and

(b) for any period (not exceeding in length sixty (60) days plus the time during which such infraction continues) for any infraction of the Rules and Regulations.

#### 5.4. Management of Commons.

5.4.1. The Association may enter into an agreement with any person for such person to provide management services to the Association for the Commons, so long as such agreement

(a) expressly provides that either party thereto may, without the consent of any other party thereto, terminate such agreement without cause at any time and without payment of a termination fee, provided that it has given to each other party thereto written notice of its intention to do so by not later than thirty (30) days before the effective date of such termination;

(b) is for a term of not longer than one (1) year;

(c) if provision is made therein for a renewal of such agreement from time to time by agreement of the parties thereto, provides that no such renewal provision and no such renewal or combination of renewals made pursuant thereto shall be effective to bind the Association to such agreement for longer than one (1) year from the date of such renewal or combination of renewals (and, to the extent that any such agreement does not expressly so provide, it shall be deemed to do so).

5.4.2. Anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, the Association shall not effectuate any decision by it both (a) to terminate any such management agreement, and (b) thereafter to assume or undertake the management of the Commons without utilizing or employing professional management services with respect to the same, without obtaining each first Mortgagee's prior written approval thereof.

#### Section 6. Assessments.

6.1. Right to levy Assessments. The Association shall obtain funds to pay its current or capital expenses incurred in performing its obligations under the provisions

of this Declaration, and to create adequate reserves for the maintenance, repair and replacement of those portions, if any, of the Commons which must be replaced on a periodic basis, and for the payment of its future such expenses, by from time to time levying an assessment (each of which is hereinafter referred to as an "Assessment") against each Owner and his respective Lot, all upon the terms, for the purposes and subject to the conditions which are set forth in the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

6.2. Procedure for levying Assessments. Any determination by the Association to levy Assessments and/or of their respective amounts shall be made in the following manner:

6.2.1. Classes of Assessments.

(a) The Assessments shall consist of annual Assessments (each of which is hereinafter referred to as an "Annual Assessment") and special Assessments (each of which is hereinafter referred to as a "Special Assessment").

(b) (i) The proceeds of the Annual Assessments may be used by the Association to defray any cost incurred by it in accordance with, or for any other purpose permitted by, the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

(ii) The proceeds of any Special Assessments shall be used by the Association to defray any cost incurred by it either in constructing, reconstructing, repairing or replacing any of the Commons or any other Association Property or as the result of any expansion of the Community pursuant to the provisions of Section 7, or any other extraordinary expense incurred by the Association.

6.2.2. Period of Assessments.

(a) Each Assessment shall be levied for one of those calendar years (each of which is hereinafter referred to as an "Assessment Year") during which this Declaration remains in effect; provided, that the initial Assessment Year shall commence on the date on which this Declaration is recorded among the Land Records, and shall terminate on the thirty-first (31st) day of December next succeeding such date.

(b) Not more than one Annual Assessment shall be levied against a Lot for any Assessment Year.

6.2.3. Allocation of Assessments among Lots.

(a) Except as is otherwise provided in this paragraph 6.2.3, (i) the respective amounts of any Annual Assessments levied for an Assessment Year shall be equal, (ii) the respective amounts of any Special Assessments levied for an Assessment Year shall be equal, and (iii) no Assessment of one class may be levied for an Assessment Year against one Lot unless an Assessment of

such class is at the same time levied for such Assessment Year against each Lot not exempt from such levy under the provisions of this subparagraph 6.2.3.

(b) If during an Assessment Year a Lot is added to the Community through an expansion thereof,

(i) the Association shall be deemed, automatically and without the necessity of further action, to have levied against such Lot for such Assessment Year each Assessment which the Association has levied against the other Lots for such Assessment Year; and

(ii) the respective amount of each such Assessment shall be determined in accordance with the foregoing provisions of this paragraph 6.2.3 as if such Lot formed part of the Community at the commencement of such Assessment Year, but shall then be reduced to a fraction thereof, the numerator of which shall be the number of days remaining in such Assessment Year as of the date of such expansion, and the denominator of which shall be three hundred sixty-five (365).

(c) Until the earliest to occur of: (i) the acquisition of the legal title to a Lot hereafter by a person other than the Developer or any Builder; (ii) the issuance by the said County of a certificate of occupancy for the first Dwelling hereafter constructed upon such Lot; or (iii) the second (2nd) anniversary of the date on which such Lot is first subjected to the operation and effect of this Declaration, each Annual Assessment or Special Assessment levied against it shall be in an amount equalling twenty-five percent (25%) of the amount which such Assessment would be, but for the provisions of this subparagraph 6.2.3(c).

(d) Anything contained in the provisions of this Section to the contrary notwithstanding, no Assessment may be levied against

(i) the Commons,

(ii) any Dedicated Roadway,

(iii) any other portion of the Community to the extent of (A) any easement or other interest therein held by any governmental or quasi-governmental authority or public utility company under the provisions of this Declaration or otherwise, or (B) any interest therein which is then exempt from real property taxation by the law of Maryland, upon the terms and to the extent of such exemption.

**6.2.4. Acception by Board of Directors;  
notice of Assessment; when Assess-  
ments are due and payable.**

(a) By not later than the thirtieth (30th) day before an Assessment Year commences, the Board of Directors shall adopt a budget for the Association for such Assessment Year, setting forth for such Assessment Year (i) the aggregate amount of the Annual Assessments to

be levied, and (ii) the respective amount of the Annual Assessment to be levied against each Lot. By not later than the fifteenth (15th) day before such Assessment Year commences, the Association shall provide a copy of such budget to each Owner at its Notice Address. The Association's failure to take any such action by the time set forth hereinabove for taking the same shall not invalidate such action if taken later, but until such action is taken each Member shall pay to the Association on account of the Annual Assessment for the next Assessment Year, on the date or dates on which such Annual Assessment would have been due had the Association taken such action before such date, an amount equal to the Annual Assessment for the preceding Assessment Year (or the initial installment thereof, if such Annual Assessment was payable in installments).

(b) If the Association so permits, any Assessment may be paid to the Association in monthly or other installments in accordance with a schedule determined by the Association.

(c) Such Annual Assessments (or the initial installment thereof, if payable in installments) shall be due on the first (1st) day of such Assessment Year without the necessity of further action by the Association (and any subsequent installments thereof shall be due on the respective dates set forth in such schedule).

(d) Any Special Assessment (or the initial installment thereof, if payable in installments) shall be due on the later of (i) the first (1st) day of the Assessment Year for which it is levied, or (ii) any later date specified therefor by the Association (and any subsequent installments thereof shall be due on the respective dates set forth in such schedule).

(e) Anything contained in the foregoing provisions of this paragraph to the contrary notwithstanding, if a Lot is exempt from such levy at the commencement of an Assessment Year but during such Assessment Year becomes eligible for such levy, the Assessment thus levied shall be due on the later of

(i) the date on which such Assessment would have been due were such Lot part of the Community at the commencement of such Assessment Year, or

(ii) the date on which such Lot becomes eligible for such levy.

6.2.5. Limitations on certain Assessments.

(a) Without Membership's approval. Other than pursuant to the provisions of subparagraph 6.2.5(b), the Association may not levy against any Lot any Special Assessment, or an Annual Assessment in an amount which,

(1) for the initial Assessment Year, exceeds \_\_\_\_\_ Dollars (\$ \_\_\_\_\_); or



(ii) for any Assessment Year thereafter, exceeds one hundred ten percent (110%) of the maximum amount permitted to be levied as an Annual Assessment for the immediately preceding Assessment Year.

(b) With Membership's approval.

(i) The Association may levy against each Lot for an Assessment Year that portion of an Annual Assessment which exceeds the maximum sum which the Association may levy for such Assessment Year without approval by the Membership, as aforesaid, after and only after having been authorized to do so by two-thirds of the votes cast on such question by those Members of each Class of Membership who are present and voting on such question at a Membership Meeting held in accordance with the following provisions of this subparagraph 6.2.5(b).

(ii) The Association shall send to each Member at its Notice Address a written notice of the date, time and place of any Membership Meeting at which such question is to be considered by not later than the thirtieth (30th) and not more than the sixtieth (60th) day before such date. The presence at such date, time and place, in person or by proxy, of Members holding at least sixty percent (60%) of the total number of votes then held by, respectively, each class of the Membership shall be required to constitute a quorum for such Membership Meeting. If such quorum does not exist thereat, the Association may call another Membership Meeting for such purpose for a date not more than sixty (60) days after the first said date, by sending to each Member at its Notice Address a written notice of the date, time and place thereof in the same manner as that set forth hereinabove. The presence at such date, time and place, in person or by proxy, of Members holding at least thirty percent (30%) of the total number of votes then held by, respectively, each class of the Membership shall be required to constitute a quorum for such Membership Meeting.

6.3. Owners' personal liability for Assessments.

6.3.1. Each Owner shall be personally liable for payment of each Assessment (or each installment thereof, if payable in installments) which becomes due for a Lot while he is its Owner. An Owner may not avoid such liability by waiving any right to use the Commons or otherwise which he holds under the provisions of this Declaration or otherwise, abandoning or otherwise terminating his use of such Lot, or conveying the title to such Lot after the same becomes due.

6.3.2. An Owner shall not be personally liable for payment of any Assessment or installment thereof which becomes due for a Lot

(a) before he becomes its Owner (notwithstanding that an Assessment Lien for such Assessment may be imposed upon the title to such Lot while held by such Owner, pursuant to the provisions of subsection 6.4), or

(b) after he ceases to be its Owner.

6.4. Assessment Lien; priority thereof.

6.4.1.(a) At any time after an Assessment is levied against a Lot and before it is paid in full to the Association, the Association may execute and record among the Land Records a statement (hereinafter referred to as a "Statement of Lien") for such Assessment or any installment thereof (if payable in installments and if the Association elects to make such Statement of Lien applicable to such installment rather than to such Assessment in full).

(b) The form of such Statement of Lien shall be determined by the Association in the exercise of its sole discretion, so long as it designates (i) such Lot by number, (ii) the Owner thereof, (iii) the amount of such Assessment or installment, (iv) the Assessment Year for which it is levied, and (v) the date on which it became due.

6.4.2. Each Assessment (or installment thereof, if payable in installments) levied against a Lot shall be a lien (herein referred to as an "Assessment Lien") upon the title to such Lot from the time when a Statement of Lien for such Assessment or installment is recorded among the Land Records pursuant to the foregoing provisions of this subsection 6.4, until such Assessment or installment is paid.

6.4.3. An Assessment Lien shall be subordinate to the lien of any Mortgage covering the Lot against which such Assessment Lien is imposed, if and only if such Mortgage is recorded among the Land Records before a Statement of Lien imposing such Assessment Lien is recorded thereamong.

6.4.4. An Assessment Lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and covering real property situate and lying in the said County.

6.5. Interest on unpaid Assessments. Each Assessment (or installment thereof, if payable in installments) shall bear interest on its unpaid balance from the thirtieth (30th) day after it becomes due, until paid, at the lesser of (a) the rate of twenty percent (20%) per annum, or (b) the highest rate from time to time permitted by applicable law to be charged upon the same. In addition to such interests, the Association shall be entitled to levy against the Owner and Lot in question a late charge of \$20.00 for each Assessment or installment thereof which is not paid within thirty (30) days after it becomes due, which late charge shall automatically become part of such Assessment or installment for all purposes of the provisions of this Declaration.

6.6. Recovery of unpaid Assessments.

6.5.1. The Association shall be entitled to recover in an action at law or in equity, from any person liable for payment of any or all of an Assessment, and without waiving the Assessment Lien therefor, a money judgment for both (a) such Assessment (including, by way of example rather than of limitation, the amount of any deficiency resulting from any foreclosure of such Assessment Lien), and (b) any and all interest accrued thereon through the date of such recovery, and costs incurred by the Association in obtaining such recovery (including, by way of example rather than of limitation, that of reasonable attorneys' fees).

6.5.2. Anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, no such action may be brought to foreclose upon such Assessment Lien or otherwise to recover any of such Assessment, unless

(a) it is brought on or before the third (3rd) anniversary of the date on which such Assessment (or its initial installment, if payable in installments) first becomes due, and

(b) a written notice of the Association's intention to initiate the same is given to both the then Owner of the Lot against which such Assessment has been levied, and any person against whom such action or proceeding is to be brought, by not later than ten (10) days before such initiation.

6.7. Certificate as to payment of Assessments.  
The Association shall, upon written request at any time by any person liable for payment of any Assessment or installment thereof, or who holds any interest in a Lot against which an Assessment has been levied, deliver to such person a certificate signed by an officer of the Association, setting forth whether such Assessment or installment has been paid. Any such certificate so delivered shall be conclusive evidence of the payment of each Assessment or installment thereof therein stated to have been paid.

#### Section 7. Expansion of the Community.

7.1. The Developer hereby reserves, for a period of seven (7) years after the date hereof, the right (which shall be exercisable at its sole discretion, but only in accordance with the provisions of this Section) to expand the Community from time to time by subjecting to the operation and effect of this Declaration, and thereby adding to the Community, all or any portion or portions of any one or more of those parcels of land, situate and lying in the said County, which are described in Exhibit C, together with all of the respective improvements on such portions and all of the respective rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (which parcel, together with such improvements thereon and appurtenances thereto, is hereinafter sometimes referred to as "Parcel II" or as a "Future Parcel").

7.2. Any such expansion shall be accomplished by, and become effective upon and only upon, the amendment of this Declaration by the recordation among the Land Records of an appropriate amendatory instrument which

7.2.1. sets forth a legal description of each Future Parcel or portion thereof added to the Community by such expansion;

7.2.2. expressly subjects the same to the operation and effect of this Declaration; and

7.2.3. if such Future Parcel or portion thereof has been subdivided into residential lots and/or open spaces in accordance with applicable law governing the subdivision of land in the said County,

(a) describes such residential lots and open spaces by reference to them as designated on the plat which, pursuant to such law, is recorded among the Land Records in connection with such subdivision,

(b) designates each such residential lot as a Lot and the remainder of such Future Parcel or portion thereof (other than any dedicated Roadway therein) as part of the Commons for purposes of this Declaration, and

(c) designates such plat (if such plat is other than the original Community Plat) as an amendatory plat to the Community Plat for purposes of this Declaration.

### 7.3. Form of instrument.

7.3.1. Except to the extent that the form and contents of any such amendatory instrument or subdivision plat are dictated by applicable law, they may be determined by the Developer in the exercise of its sole discretion, and the effectiveness of neither any such expansion nor the execution or recordation of any such instrument or plat shall be conditioned upon the consent thereto or joinder therein by any person (including, by way of example rather than of limitation, the Association or any Owner) other than the Developer. The Developer shall be entitled to execute and/or record any such instrument or plat, and/or to take any other action with respect thereto, to the extent that such action is, in the opinion of the Developer's legal counsel, necessary or desirable to effectuate the provisions of this Section.

7.3.2. Without limiting the generality of the foregoing provisions of this subsection, the Developer may by the provisions of any such amendatory instrument or plat, or at any time before the conveyance to the Association of such land, if any, as is added to the Commons by such expansion, reserve for the benefit of any Future Parcel or portion thereof (regardless of whether it is ever part of the Community) such easement rights of the type reserved by the Developer by the provisions of this Declaration as the Developer determines to reserve in the exercise of its sole discretion, all without the necessity of

obtaining any other person's consent thereto or joinder therein.

7.4. Upon any such expansion of the Community, the title to each Future Parcel or portion thereof which is thereby added to the Community shall be and thereafter remain subject to the operation and effect of the provisions of this Declaration, to the same extent as if it formed part of the Community on the date hereof.

Section 8. Architectural Committee and control.

8.1. Architectural Committee.

8.1.1. The Board of Directors shall from time to time designate three or more individuals to constitute a committee to be known as "the Architectural Committee", which shall have the powers and duties conferred upon it by the provisions of this Section.

8.1.2. The affirmative vote of a Majority of the membership of the Architectural Committee shall be required for it to

(a) recommend to the Board of Directors the adoption or promulgation of any of the Rules and Regulations which are hereinafter in this Section referred to;

(b) make any finding, determination, ruling or order; or

(c) issue any permit, authorization or approval pursuant to the provisions of this Section.

8.1.3. Unless such decision is reversed or modified by the Board of Directors upon the written application of any Owner made to the Board of Directors within ten (10) days after the date on which the Architectural Committee makes a decision on any matter referred to in the provisions of subparagraphs 8.1.2(b) and (c), such decision shall be final.

8.2. Architectural control.

8.2.1. No Structure may be commenced, constructed, erected, placed, maintained or permitted to remain on a Lot, and no Structure existing on a Lot may be altered in any way (including any exterior painting thereof) which materially changes the exterior appearance thereof, and no Use may be commenced on a Lot, unless prior thereto plans and specifications therefor, and a description of any such use (herein referred to collectively as "Plans"), have been submitted to and approved in writing by the Architectural Committee.

8.2.2. Such Plans shall (a) designate by reference to the Community Plat each Lot for which such Plans are submitted; (b) include a plan of each such Lot showing the nature, exterior color scheme, kind, shape, height, materials and location (both with respect to each such Lot and with respect to Structures located on adjoining portions of the Community) of all Structures then ex-

isting or proposed by such Plans to be placed thereon, any existing or proposed front, rear and side setbacks from such Structures, and the location of any existing or proposed parking spaces and driveways upon such Lot; and (c) be in such form and contain such other information as are required by the Architectural Committee.

**8.3. Certain Rules and Regulations, and statements of policy.**

8.3.1. The Architectural Committee may propose to the Board of Directors, and the Board of Directors may cause the Association to adopt, (a) certain Rules and Regulations governing the form and content of any Plans to be submitted to the Architectural Committee for its consideration, and (b) statements of policy with respect to its approval or disapproval of the architectural styles or details, or other matters, reflected in such Plans.

8.3.2. Such Rules and Regulations may be amended or revoked by the Board of Directors at any time in the same manner as the Rules and Regulations may be amended or revoked generally, and any such statement of policy may be amended or revoked by the Architectural Committee at any time.

8.3.3. The inclusion or omission of any matter in or from, or the amendment of, any of such Rules and Regulations or statement of policy shall not be deemed to bind the Architectural Committee to approve or disapprove any Plans or to constitute a waiver of the exercise of the Architectural Committee's discretion as to any such matter; provided, that no such amendment or revocation shall affect the finality of any such approval granted before such amendment or revocation.

**8.4. Basis for disapproval.**

8.4.1. The Architectural Committee may disapprove any Plans submitted to it whenever, in its opinion, any of the following circumstances exist:

(a) such Plans, or any Structure or Use covered by such Plans, are not in accordance with the provisions of this Declaration, or of the said Rules and Regulations and statements of policy;

(b) such Plans do not contain information which the Architectural Committee may reasonably require to be contained therein;

(c) any Structure covered by such Plans is incompatible with any Structure on or Use of any Lot, due to the former's exterior design, height, bulk, shape, color scheme, finish, style of architecture, configuration, appearance, materials, location or relative cost;

(d) any Use covered by such Plans is incompatible with any Structure on or Use of any Lot;

(e) the existence, size, configuration or location of any parking area proposed for such Lot is

incompatible with, or insufficient, inadequate or inappropriate in relation to, any existing or proposed Use or Structure on such Lot or elsewhere within the Community; and

(F) any other set of circumstances which, in the reasonable judgment of the Architectural Committee, would render any Structure or Use which is the subject of such Plans inharmonious with the general plan of development of the Community.

8.4.2. (a) If the Architectural Committee disapproves any Plans or approves them only upon the satisfaction of any specified condition requiring the modification of such Plans or the taking of any other action, it shall immediately notify the applicant thereof in writing, and shall furnish with such notice a statement of the grounds on which it was based.

(b) If the Architectural Committee approves any Plans without conditioning such approval on the satisfaction of any such condition, it shall immediately notify the applicant thereof in writing.

(c) Unless the Architectural Committee, by written notice to the applicant, disapproves any Plans submitted to it or approves them only upon the satisfaction of any specified condition, as aforesaid, within twenty-one (21) days after such Plans are submitted to it, it shall conclusively be deemed for all purposes of this Declaration to have approved such Plans unconditionally for each Lot for which they were so submitted.

8.5. Effect of approval. The Architectural Committee's approval of Plans for any Lot for which such Plans are submitted to it shall not constitute a waiver of its right, in its sole discretion, to disapprove such Plans or any of the features or elements included therein if such Plans are subsequently submitted to it for any other Lot; but (subject to the operation and effect of the provisions of paragraph 8.1.3.), as to any Lot for which such Plans are so approved, such approval shall be final and irrevocable.

8.6. Inspection of Lots. Any agent of the Association may at any reasonable time (but only after having given written notice of the same to the Owner thereof by not later than five (5) days prior thereto) enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Lot or Structure, and any Use thereof, are in accordance with the provisions hereof, and neither the Association nor such agent shall be deemed to have committed any trespass or other wrongful act by reason of such entry or inspection.

#### 8.7. Certificate of compliance and approval.

8.7.1. After the completion on a Lot of the construction or alteration of any Structure, or the commencement of any Use thereon, the Association (or the Developer, as to Plans approved by the Developer pursuant

to the provisions of subsection 8.9) shall, on written request by the Owner or any Mortgagee thereof, issue a certificate in a form suitable for recordation among the Land Records,

(a) identifying such Lot and such Structure or Use; and

(b) stating that the Architectural Committee (or the Developer, as the case may be) has approved Plans covering such Structure or Use in the manner set forth in the provisions of this Section, and believes that such Structure or Use complies therewith.

8.7.2. The Association may charge such Owner a reasonable fee for the issuance of such certificate, the payment of which at the time of the request for such certificate shall be a condition to its obligation hereunder to issue the same.

8.7.3. Such Owner shall bear the cost of recording such certificate among the Land Records.

#### 8.8. Removal.

8.8.1. If any Structure is altered, erected, placed or maintained, or any new Use commenced, on any Lot other than in accordance with Plans approved by the Architectural Committee pursuant to the foregoing provisions of this Section, such action shall be deemed to be a violation of the provisions of this Section and, promptly after the Association gives written notice thereof to its Owner, such Structure shall be removed or restored to its condition prior to such action, and such Use shall cease, so as to terminate such violation.

8.8.2. If within fifteen (15) days after having been given such notice such Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an Assessment levied against such Lot, and the Association shall have a lien therefor which is enforceable in the same manner as an Assessment Lien imposed upon such Lot.

8.9. Developer's or Builder's Plans. Nothing in the foregoing provisions of this Section shall be deemed in any way to require that the Developer or any Builder submit to the Architectural Committee, or obtain its approval of, Plans for any Structure to be constructed upon a Lot (or any Use or condition thereof) before the initial conveyance of record of the title to such Lot to a person other than the Developer or a Builder, if and only if Plans therefor have been approved in writing by the Developer, it being the Developer's intention that, where the Developer has approved such Plans, the provisions of this Section which require approval of such Plans, by the Architectural Committee not be applicable to a Lot until the title thereto is hereafter first acquired of record by a person other than the Developer or a Builder.



Section 9. Use of Lots.

9.1.1. Subject to the operation and effect of the provisions of paragraph 9.1.2,

(a) no Lot shall be devoted to a principal Use other than a residential Use;

(b) no Lot may contain more than one residential Structure at any time (which Structure must be an attached residential Structure, may constitute not more than one Dwelling, and may be used as a residence at any one time by not more than one family);

(c) no Lot or Dwelling may be used for transient or hotel purposes; and

(d) no trailer, basement, tent, shack, garage, barn, other outbuilding or other Structure of a temporary character located on any Lot shall be used as a temporary or permanent residence.

9.1.2. Nothing in the provisions of this Declaration shall be deemed in any way to prohibit

(a) the use by the Developer, any Builder, and their respective agents, employees, officers, contractors and invitees, of the improvements on each Lot of which the Developer or such Builder is then the Owner (i) as offices or as speculative or sample dwellings in connection with its development, construction, replacement, repair, maintenance, marketing, sale or leasing of any Lot (or of any portion of a Future Parcel which, by an expansion of the Community pursuant to the provisions of Section 7, would become a Lot), or (ii) in any other manner, unless any other person would, were he the Owner thereof, be prohibited or restricted in the same manner; or

(b) (provided that in each instance of such use the Architectural Committee has approved the same in the manner set forth in the provisions of Section 8) for the maintenance and operation of a church, school, library, playground, park, swimming pool, tennis, squash, racquetball or similar facility, open space and any related structure, if owned and operated by the Association or any nonprofit entity or governmental body.

9.2. Uses prohibited without approval by Architectural Committee.

Subject to the foregoing provisions of this Section, and unless the Architectural Committee has approved the same in the manner set forth in the provisions of Section 8,

9.2.1. no (a) house trailer, trailer, tractor trailer or other truck (other than a van or "pick-up" truck), boat, boat trailer, camper, recreational bus or any similar item, or (b) (unless current and valid license plates are affixed thereto) automobile, shall be temporarily or permanently parked or stored in the open on

any Lot or on any street or parking area within the Commons.

9.2.2. no machinery shall be placed or operated on any Lot, except for such machinery as is customarily utilized in occupying a private residence.

9.2.3. no profession or home industry shall be conducted on any Lot.

9.2.4. no lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot; provided, that

(a) building materials being utilized in the construction, reconstruction or repair of any Structure in accordance with the provisions of Section 0 may be stored thereon while such activities are being carried on, and

(b) if trash or other refuse from such Lot is disposed of by being collected and carried away on a regular and recurring basis, containers containing the same may be placed in the open on any day on which a collection is to be made, at a place on or adjacent to such Lot which affords access thereto to the person making such collection (but further provided, that (i) such containers shall be stored at all other times so that they are not visible from elsewhere within the Community, and (ii) the Association may, in its discretion, adopt reasonable Rules and Regulations relating to the size, shape, color, number, type and manner of storage of such containers).

9.2.5. no tree having a diameter of three inches or more, as measured at a point two feet above the ground level, shall be removed from any Lot.

9.2.6.(a) no chain link fence shall be erected or maintained on any Lot, other than around a swimming pool or tennis court located thereon.

(b) no fence or wall shall (i) exceed forty-eight inches in height unless it fully or partially encloses any swimming pool, tennis court, patio or open garden court, or is a retaining wall required by the topography of such Lot or any adjacent portion of the Community, or (ii) interfere with any underground or surface drainage structure, pipe or ditch.

9.2.7. no livestock, poultry, or other animal, bird or insect of any kind shall be raised, bred or kept on any Lot, either temporarily or permanently (except that two (2) or fewer dogs, cats or other household pets may be kept on a Lot if not kept, bred or maintained thereon for any commercial purpose).

9.3. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, no odor shall be permitted to emanate therefrom, and no condition shall be maintained thereon, so as to render any Lot or portion thereof unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance, to any of the Community, any occupant thereof or any property.

9.4. Repair of Structures. Each Owner shall at all times keep his lot and the exterior of all structures thereon in good condition and repair and adequately painted or otherwise finished.

9.5. Landscaping. Except for patios, walkways, flower gardens, hedges and trees, which shall be neatly maintained, all unimproved open areas on any lot shall be maintained in lawns, which shall be kept mowed to a height not exceeding four inches.

9.6. Right of entry. The Association and the Developer shall each have the right to enter on any lot and (a) trim or prune any tree, hedge or other planting whose height or location on such lot is, in the Association's judgment, unreasonably detrimental to any adjoining property, is unattractive or obscures the view of street traffic from any lot, or (b) cure any violation of the provisions of this Section, all provided that such Owner is given fifteen (15) days' prior written notice of such action, except in the case of an emergency in which event only such notice need be given as is reasonable under the circumstances. In such event, such Owner shall pay to the Association the amount of any and all reasonable expenses incurred by the Association in taking such action, within ten (10) days after such Owner's receipt of written demand therefor from the Association.

#### Section 10. Rights of Mortgagees.

##### 10.1. General.

10.1.1. Regardless of whether a Mortgagee in Possession of a lot is its Owner, (a) such Mortgagee in Possession shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under the provisions of this Declaration, the Community Plat, the Articles of Incorporation, the By-Laws and applicable law which would otherwise be held by such Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (b) the Association and each other Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in Possession as if it were the Owner thereof.

10.1.2. Any Mortgagee in Possession of a lot shall (subject to the operation and effect of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and applicable law) bear all of the obligations under the provisions thereof which are borne by its Owner; provided, that nothing in the foregoing provisions of this paragraph 10.1.2 shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee in Possession on account of any failure by such Owner to satisfy any of the same.

10.2. Rights of first refusal. Any Mortgagee in Possession shall be exempt from any right of first refusal or similar restriction held by the Association, to and only to the extent that it arises under the provisions of this Declaration, the Articles of Incorporation or the By-Laws,

it being the Developer's intention that nothing in the foregoing provisions of this subsection be deemed in any way to alter or impair the operation and effect of any right of first refusal or similar restriction given by an Owner or any other person to the Association or any other person but not arising under the provisions of this Declaration, the Articles of Incorporation or the By-Laws.

10.3. Priority over Assessment. A Mortgagee's interest in a Lot under its Mortgage shall be

10.3.1. free of any claim or lien for any Assessment levied against such Lot before such Mortgage is recorded among the Land Records (unless before such recordation a Statement of Lien covering such Assessment is recorded among the Land Records pursuant to the provisions of subsection 6.4), other than any claim for a pro rata share of the amount represented by such Assessment which results from any pro rata reallocation of such Assessment among all of the Lots, including such Lot; and

10.3.2. free of any such claim or lien arising after such recordation of such Mortgage, and before such Mortgagee becomes a Mortgagee in Possession of such Lot.

10.4. Actions conditioned on Mortgagee's approval. Unless each first Mortgagee which would be affected by such action has given its prior written approval thereof, the Association shall not by act or omission

10.4.1. seek to abandon, partition, subdivide, encumber, sell or transfer the Commons (provided, that the granting of easements for public utilities or other public purposes consistent with the intended use of the Commons shall not be deemed to be prohibited by the foregoing provisions of this subsection), or

10.4.2. use any proceeds derived from hazard insurance and paid to the Association on account of any damage to or destruction of any of the improvements included within the Commons, for other than the repair, replacement or reconstruction of such improvements except to the extent and in the manner provided by the Articles of Incorporation, the By-Laws or applicable law in the case of substantial loss to the Commons.

10.5. Inspection, statement and notice. A Mortgagee shall, upon request of the Association, and provided that it has furnished the Association with the information referred to in the provisions of subsection 11.12, be entitled to

10.5.1. inspect the Association's books and records during normal business hours;

10.5.2. receive an annual audited financial statement of the Association within ninety (90) days after the end of any fiscal year of the Association;

10.5.3. be given timely written notice of all meetings of the Membership, and designate a representative to attend all such meetings;

10.5.4. be given timely written notice of the occurrence of any substantial damage to or destruction of the Commons, or if the Commons are made the subject of any condemnation or eminent domain proceeding or the acquisition thereof is otherwise sought by any condemning authority; and

10.5.5. be given written notice by the Association of any default by the Owner of such Mortgagee's Lot in performing such Owner's obligations under the provisions of this Declaration, the Association's articles of incorporation or the By-Laws which is not cured within thirty (30) days after such default commences.

10.6. Approval by Federal Housing Administration and Veterans Administration. Until the Class B Membership terminates pursuant to the provisions of Section 4, the consent or approval of the Federal Housing Administration and/or the Veterans Administration shall be obtained to any of the following actions taken while a Mortgage is in effect which is insured by such entity:

10.6.1. an expansion of the Community pursuant to the provisions of Section 7;

10.6.2. a dedication of any portion of the Commons to public use; and

10.6.3. an amendment of this Declaration.

Section 11. General.

11.1. Effectiveness. This Declaration shall become effective upon and only upon its having been executed and acknowledged by the Developer, and recorded among the Land Records.

11.2. Assignment.

11.2.1. The Developer shall be entitled at any time to assign to any person any or all of its right, title and interest as "the Developer" hereunder (including, by way of example rather than of limitation, the Developer's rights under, or held pursuant to, the provisions of Sections 4, 5, 7 and 8 by an instrument which makes specific reference to this subsection, and is executed and delivered by the Developer and such assignee and recorded among the Land Records.

11.2.2. The Developer may from time to time hereafter permit any right which it then holds under the provisions of this Declaration to be exercised on its behalf by any of its officers, directors, employees or agents.

11.3. Amendment and termination.

11.3.1. Except as is otherwise provided in this Declaration, this Declaration and the Community Plat may be amended or terminated by and only by an instrument or plat (a) executed by Owners of at least two-thirds

(2/3) of the Lots (one of which must, during the Development Period, be the Developer), and by each Mortgagee whose right, title or interest hereunder would be adversely affected thereby, and (b) recorded among the Land Records.

11.3.2. This Declaration, as amended from time to time, shall remain in full force and effect (a) until the fortieth (40th) anniversary of the date hereof, and (b) thereafter until there is recorded among the Land Records an instrument which, expressly and by specific reference to this paragraph 11.3.2, and in the manner set forth in the foregoing provisions of this subsection, terminates the operation and effect of this Declaration as of a date specified in the provisions of such instrument, in which event such termination shall be effective as of such date.

11.3.3. Anything contained in the provisions of this Declaration to the contrary notwithstanding, the Developer may, without obtaining the consent thereto of any Owner, Mortgagee or other person, amend this Declaration or the Community Plat if and only if such amendment is (in the Developer's reasonable opinion) necessary to correct obvious typographical, mathematical or similar errors therein.

11.4. Waiver. The Developer shall not be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by the Developer in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

11.5. Applicable law. This Declaration shall be given effect and construed by application of the law of Maryland, and any action or proceeding arising hereunder shall be brought in the courts of Maryland; provided, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland.

11.6. Headings. The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

11.7. Severability. No determination by any court, governmental or administrative body or otherwise that any provision of this Declaration, the Community Plat or any amendment thereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any instance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

11.8. Construction. All references made herein (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well; and (c) to any Section, subsection, paragraph or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, subsection, paragraph or subparagraph of this Declaration.

11.9. Contract Purchasers and Lessees. Nothing in the provisions of this Declaration shall be deemed in any way to condition the effectiveness of any action upon the consent thereto or joinder therein of any Contract Purchaser or Lessee of a Lot, notwithstanding that such effectiveness may be conditioned upon the consent thereto or joinder therein of the Owner of such Lot.

11.10. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

11.11. General plan of development.

11.11.1. The provisions of this Declaration shall conclusively be deemed to be part of a general plan or scheme of development and use for the Community and, as such, to be covenants running with, binding upon, benefiting and burdening the respective titles to each Lot and the Commons, provided, that they shall not be deemed covenants running with, binding upon, benefiting or burdening the title to (or otherwise to be enforceable at law or in equity with respect to)

(a) any Future Parcel or portion thereof unless and until it is added to the Community through an expansion thereof pursuant to the provisions of Section 7, or

(b) any land not within Parcel I or any Future Parcel.

11.11.2. If any Owner or other person fails to comply with any of such provisions, such failure shall give rise to a cause of action for the recovery of damages, injunctive relief, or both, in any or all of the Developer, the Association and each Owner, and their respective heirs, personal representatives, successors and assigns.

11.11.3. Both the Developer, by delivering to the Association a deed conveying to it the title to any or all of the Commons, or to any person a deed conveying to such person the title to a Lot, and the Association or such person, by accepting such delivery, shall be deemed thereby to have agreed with each other and with each other Owner to be bound by the provisions of this Declaration.

11.11.4. Any lease or licensing agreement entered into by an Owner or another person and covering any or all of a Lot, or by the Association and covering

thereby created are in all respects subject to the operation and effect of the provisions of this Declaration, and (b) any failure by the lessee or licensee thereunder to comply with such provisions shall constitute a default under such agreement. To the extent that any such agreement does not expressly so provide, it shall be deemed to do so.

11.11.5. Each person who, together with any other person, is an Owner or a Lessee shall be jointly and severally liable for adhering to the terms and satisfying the conditions hereof.

#### 11.12. Notices.

11.12.1. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to any person shall be in writing, and (a) shall be deemed to have been provided forty-eight (48) hours after having been deposited as first class mail in the United States mails, postage prepaid, and addressed (i) if the addressee is the Developer, to its address which is set forth hereinabove or to such other address in the United States of America as the Developer may designate from time to time by notice to the Association, with a copy to the Developer's attorney, Jonathan A. Azrael, Esquire (whose address is 1700 Maryland National Bank Building, 10 Light Street, Baltimore, MD 21202), (ii) if the addressee is the Association or the Architectural Committee, to the address of the Association's resident agent as set forth in the Articles of Incorporation, or to such other address in the United States of America as the Association may designate from time to time by notice to the Owners, (iii) if the addressee is an Owner (other than the Developer) or a Mortgagee who (in accordance with the provisions of the Articles of Incorporation and the By-Laws) has notified the Association of its status as such and furnished the Association with its address in the United States of America, to such person's said address (herein referred to as such person's "Notice Address"), and (iv) if the addressee either (A) has not so notified the Association and furnished it with its address in the United States of America as is used by the United States Postal Service for the delivery of mail to such person or his lot, or (b) shall be deemed to have been provided upon actual hand or other delivery to such person.

11.12.2. Anything contained in the provisions of this Declaration to the contrary notwithstanding, unless an Owner or a Mortgagee has notified the Association of its status as such and furnished the Association with its address in accordance with the provisions of the Articles of Incorporation or the By-Laws, such person shall have no right under the provisions thereof or of this Declaration (a) to be given any notice, demand, consent, approval, request or other communication or document by the Association, (b) to participate in the consideration of or cast any vote on any question voted upon by the Membership, or (c) otherwise to be recognized as such by the Association or any Owner.



11.13. Waiver of reversionary right. The provisions of this Declaration shall not be construed as conditions subsequent, or as creating a possibility of reverter, and no provision hereof shall be deemed to vest in the Developer or any other person any reversionary right with respect to any Lot. Any such reversionary right is hereby expressly waived.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS or ATTEST:

Barbara Bonnevill CHATEAU WOODLAND, INC.  
Richard Azrael (SEAL)  
 The Developer

STATE OF Maryland: COUNTY OF Howard: TO WIT:

I HEREBY CERTIFY that on this 31<sup>st</sup> day of August, 1983, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared Richard Azrael, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of Chateau Woodland, Inc. a corporation organized and existing under the law of Maryland and the entity named in such instrument as "the Developer", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Barbara Bonnevill  
 Notary Public  
 My commission expires on 7-1-86  
 PUBLIC BARBARA BONNEVILLE  
 HOWARD CO. MD.

LIBER 1192 FOLIO 623

WOODLAWN PARK, SECTION TWO, AREA ONE

DECLARATION OF COVENANTS  
EASEMENTS, CHARGES AND LEASES

EXHIBIT A

Description of Parcel I

ALL OF THAT LAND, situate and lying in Howard  
County, Maryland, which is described as follows:

PARCEL ONE:

BEGINNING for the First at a point on and 11.00 feet from the end of the northeastern or South 48°-36'-30" East 97.04 feet line of Rustling Bark Court (50.00 feet wide) as shown on a Plat of "Woodland Park, Section Two - Area Two, Lots 1-48", sheet 2 of 2, recorded among the Land Records of Howard County, Maryland as Plat No. 5867, thence binding along the remainder of the said northeastern line of Rustling Bark Court, as now described,

- (1) South 48°-36'-30" East 11.00 feet, thence still binding along the outlines of said Rustling Bark Court,
- (2) South 41°-23'-30" West 149.00 feet,
- (3) North 48°-36'-30" West 222.00 feet,
- (4) North 41°-23'-30" East 86.00 feet, thence running within the said Rustling Bark Court with the first of four (4) new lines,
- (5) South 48°-36'-30" East 11.00 feet, thence running parallel to and 11.00 feet from the Fourth, Third and Second lines of the land herein described,
- (6) South 41°-23'-30" West 75.00 feet,
- (7) South 48°-36'-30" East 200.00 feet,
- (8) North 41°-23'-30" East 130.00 feet to the point of the beginning, containing 4785 square feet or 0.1098 of an acre of land, more or less.

PARCEL TWO:

BEGINNING for the Second at the westernmost corner of Community Owned Lot 47 as shown on a Plat of "Woodland Park, Section Two - Area Two, Lots 1-48", sheet 2 of 2 recorded among the Land Records of Howard County, Maryland as Plat No. 5867,

## DESCRIPTION

### OF EASEMENTS

FOR

WOODLAND PARK COMMUNITY ASSOCIATIONS

WOODLAND PARK SECTION TWO - AREA TWO

LOTS 1-48

thence binding reversely along the southwestern or North  $48^{\circ}-36'-30''$  West 122.00 feet line of said Lot 47, as now described,

(1) South  $48^{\circ}-36'-30''$  East 122.00 feet, thence running within Rustling Bark Court (50.00 feet wide) with the first of three (3) new lines,

(2) South  $41^{\circ}-23'-30''$  West 11.00 feet, thence running parallel to and 11.00 feet from the First line of the land herein described,

(3) North  $48^{\circ}-36'-30''$  West 122.00 feet, thence

(4) North  $41^{\circ}-23'-30''$  East 11.00 feet to the point of the beginning, containing 1342 square feet or 0.0308 of an acre of land, more or less.

### PARCEL THREE:

BEGINNING for the Third at a point 86.00 feet on the southeastern or North  $47^{\circ}-19'-33''$  East 112.00 feet line of Branch Wood Court (50.00 feet wide) as shown on a Plat of "Woodland Park, Section Two - Area Two, Lots 1-48", sheet 1 of 2 recorded among the Land Records of Howard County, Maryland as Plat No. 5866, thence binding reversely along the outlines of said Branch Wood Court, as now described.

(1) South  $47^{\circ}-19'-33''$  West 86.00 feet,

(2) North  $42^{\circ}-40'-27''$  West 232.00 feet,

(3) North  $47^{\circ}-19'-33''$  East 86.00 feet, thence running within the said Branch Wood Court, with the first of five (5) new lines,

(4) South  $42^{\circ}-40'-27''$  East 11.00 feet, thence running parallel to and 11.00 feet from the Third, Second and First lines of the land herein described,

(5) South  $47^{\circ}-19'-33''$  West 75.00 feet,

(6) South  $42^{\circ}-40'-27''$  East 210.00 feet,

(7) North  $47^{\circ}-19'-33''$  East 75.00 feet, thence

D E S C R I P T I O N

OF EASEMENTS

FOR  
WOODLAND PARK COMMUNITY ASSOCIATIONS  
WOODLAND PARK SECTION TWO - AREA TWO  
LOTS 1-48

(8) South 42°-40'-27" East 11.00 feet to the point of the beginning, containing 4202 square feet or 0.0965 of an acre of land, more or less.

PARCEL FOUR:

BEGINNING for the Fourth at the westernmost corner of Community Owned Lot 46 as shown on a Plat of "Woodland Park, Section Two - Area Two, Lots 1-48", sheet 1 of 2 recorded among the Land Records of Howard County, Maryland as Plat No. 5866, thence binding along the southwestern or South 42°-40'-27" East 132.00 feet line of said Lot 46, as now described,

(1) South 42°-40'-27" East 132.00 feet, thence running within Branch Wood

Court (50.00 feet wide) with the first of three (3) new lines,

(2) South 47°-19'-33" West 11.00 feet, thence running parallel to and 11.00 feet from the First line of the land herein described,

(3) North 42°-40'-27" West 132.00 feet, thence

(4) North 47°-19'-33" East 11.00 feet to the point of the beginning, containing 1452 square feet or 0.0333 of an acre of land, more or less.

BEING a part of the land which by deed dated June 11, 1984 and recorded among the said Land Records in Liber No. 1260 at Folio 307 was granted and conveyed by Meadowland Joint Venture to Chateau Woodland, Inc. and part of that land which by

deed dated June 11, 1984 and recorded among the said Land Records in Liber No. 1260 at Folio 378 was granted and conveyed by Harry C. ... et al to Chateau Woodland

Inc.

ALSO BEING a part of "Woodland Park, Section Two, Lots 1-48", sheet 1 and 2 of 2 recorded among the said Land Records as Plat No. 5866 and Plat No.

5867.

3 of 3

July 24, 1984

WILLIAMS & CARTER, INC. • 8005 COURT AVENUE • ELICOTT CITY, MARYLAND 21043 • (301) 451

# Woodland Park Homeowners' Association, Inc.

Income/Expense Statement (YTD)



**CondoCerts**

## Income Statement

### Pelican Property Management Company

**Properties:** Woodland Park Homeowners' Association, Inc. - Falling Leaves Court Ellicott City, MD 21043

**As of:** Jul 2025

**Accounting Basis:** Cash

**GL Account Map:** None - use master chart of accounts

**Level of Detail:** Detail View

**Include Zero Balance GL Accounts:** No

Account Name	Selected Month	Year to Month End
<b>Operating Income &amp; Expense</b>		
<b>Income</b>		
Dues	34,191.22	97,038.55
Dues Allocated to Reserve	-6,150.00	-68,862.34
NSF Fees	5.71	-39.29
Late Fee	102.05	456.52
Interest Income	35.98	129.98
Reimbursement to the Association	85.00	85.00
<b>Total Operating Income</b>	<b>28,269.96</b>	<b>28,808.42</b>
<b>Expense</b>		
Landscaping & Grounds Contracts	4,105.08	28,736.41
Snow & Ice Removal	0.00	22,290.00
Landscaping & Grounds Projects	525.00	1,240.00
Pelican Management Fee	2,132.00	10,660.00
Management Fee	0.00	6,472.50
General Repairs and Maintenance	0.00	1,593.14
Miscellaneous Expense	0.00	356.40
Office Administrative Expenses	65.31	822.42
Legal Fees	0.00	410.00
<b>Total Operating Expense</b>	<b>6,827.39</b>	<b>72,580.87</b>
<b>NOI - Net Operating Income</b>	<b>21,442.57</b>	<b>-43,772.45</b>
<b>Other Income &amp; Expense</b>		
<b>Other Income</b>		
Reserve Dues	6,150.00	68,862.34
Reserve Interest Income	331.56	1,199.47
<b>Total Other Income</b>	<b>6,481.56</b>	<b>70,061.81</b>
<b>Net Other Income</b>	<b>6,481.56</b>	<b>70,061.81</b>
Total Income	34,751.52	98,870.23
Total Expense	6,827.39	72,580.87
<b>Net Income</b>	<b>27,924.13</b>	<b>26,289.36</b>



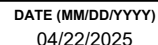
# Woodland Park Homeowners' Association, Inc.

Insurance Acord (COI)



**CondoCerts**





2011 142961 211 04-25-2023

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alexander Brown		NAMED INSURED WOODLAND PARK HOMEOWNERS ASSN	
POLICY NUMBER 90-15-4648-0			
CARRIER State Farm Fire and Casualty Company	NAIC CODE 25143	EFFECTIVE DATE: 12/11/2024	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.**

**FORM NUMBER:** 24      **FORM TITLE:** Certificate of Property Insurance

#### Unit Owner:

WOODLAND PARK HOMEOWNERS ASSN - C/O WP&M REAL ESTATE GROUP 114 - OWINGS MILLS, - MD - 21117 - Unit Loan Number:N/A - Number Of Units: 0164

**Association Type:** Residential Community Association Policy

#### Forms, Options and Endorsements:

CMP-4100	Businessowners Coverage Form
CMP-4814	Dir & Officers \$1,000,000
CMP-4550	Residential Community Assoc
CMP-4508	Money and Securities
CMP-4561.4	Policy Endorsement

#### Forms, Options and Endorsements:

CMP-4220.2	Amendatory Endorsement
FE-6999.3	Terrorism Insurance Cov Notice
CMP-4710	Emp Dishonesty \$25,000
CMP-4705.2	Loss of Income & Extra Expense
FE-3650	Actual Cash Value Endorsement

#### Coverages:

Business Liability	\$1,000,000
Medical Payments	\$5,000
Products-Completed Operations	\$2,000,000
General Aggregate	\$2,000,000

#### Coverage

Unless otherwise endorsed, this policy provides replacement cost coverage on described property and common areas detailed within the Association Covenants, Conditions, and Restrictions (CC&Rs) including the following types of property within a unit, regardless of ownership:

1. Fixtures, improvements and alterations that are a part of the building or structure; and
2. Appliances such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

Replacement cost coverage is subject to the terms and conditions of the policy and any endorsements.

Coverage under this policy may have been modified to provide actual cash value coverage rather than replacement cost coverage, or to remove specified property from coverage, if any endorsement containing in its title "ACV" or "Actual Cash Value," or "Additional Property Not Covered" is identified on this Certificate of Insurance.

Endorsements: FE-3650, FE-3653, FE-3658, and FE-3659 (Actual Cash Value) - These endorsements describe what the term "actual cash value" means where used in the policy. **However, these endorsements do not change any replacement cost coverage provided by the policy.**

This policy provides coverage on a standalone/individual condominium association.

#### Commercial General Liability

State Farm refers to this coverage as Business Liability Coverage. Coverage amount shown is Per Occurrence.

#### Loss of Rents, Loss of Income and Extra Expense

If this coverage is shown, limits are "Actual Loss Sustained". Contact the agent to confirm the number of day's coverage.

# Woodland Park Homeowners' Association, Inc.

Reserve Study / Reports



**CondoCerts**



# Woodland Park Homeowners Association, Inc.

November 16, 2023 • Ellicott City, MD

RESERVE STUDY

WOODLAND  
PARK



Woodland Park Homeowners Association, Inc.  
Ellicott City, Maryland

Dear Board of Directors of Woodland Park Homeowners Association, Inc.:

At the direction of the Board that recognizes the need for proper reserve planning, we have conducted a *Reserve Study* of Woodland Park Homeowners Association, Inc. in Ellicott City, Maryland and submit our findings in this report. The effective date of this study is the date of our visual, noninvasive inspection, November 16, 2023.

This *Reserve Study* exceeds the Association of Professional Reserve Analysts (APRA) standards fulfilling the requirements of a "Level II Reserve Study Update."

An ongoing review by the Board and an Update of this Reserve Study are necessary to ensure an equitable funding plan since a Reserve Study is a snapshot in time. We recommend the Board budget for an Update to this Reserve Study in two- to three-years. We look forward to continuing to help Woodland Park Homeowners Association, Inc. plan for a successful future.

As part of our long-term thinking and everyday commitment to our clients, we are available to answer any questions you may have regarding this study.

Respectfully submitted on November 27, 2023 by

*Reserve Advisors, LLC*

Visual Inspection and Report by: Stephen E. Breski, RS<sup>1</sup>

Review by: Christopher C. DeWall, RS, PRA<sup>2</sup>, Vice President of Product Development



<sup>1</sup> RS (Reserve Specialist) is the reserve provider professional designation of the Community Associations Institute (CAI) representing America's more than 300,000 condominium, cooperative and homeowners associations.

<sup>2</sup> PRA (Professional Reserve Analyst) is the professional designation of the Association of Professional Reserve Analysts. Learn more about APRA at <http://www.apra-usa.com>.



NEW TO RESERVE STUDIES?



ACCESS OUR  
QUICK START GUIDE



## Table of Contents

<b>1. RESERVE STUDY EXECUTIVE SUMMARY .....</b>	<b>1.1</b>
<b>2. RESERVE STUDY REPORT .....</b>	<b>2.1</b>
<b>3. RESERVE EXPENDITURES and FUNDING PLAN.....</b>	<b>3.1</b>
<b>4. RESERVE COMPONENT DETAIL.....</b>	<b>4.1</b>
Asphalt Pavement, Parking Areas .....	4.1
Asphalt Pavement, Walking Paths.....	4.4
Concrete Curbs and Gutters.....	4.6
Concrete Sidewalks.....	4.7
Fences, Vinyl .....	4.10
Fence, Wood .....	4.12
Landscape .....	4.13
Retaining Wall, Masonry .....	4.13
Signage, Entrance Monuments .....	4.15
Reserve Study Update .....	4.17
<b>5. METHODOLOGY .....</b>	<b>5.1</b>
<b>6. CREDENTIALS .....</b>	<b>6.1</b>
<b>7. DEFINITIONS .....</b>	<b>7.1</b>
<b>8. PROFESSIONAL SERVICE CONDITIONS .....</b>	<b>8.1</b>



## 1. RESERVE STUDY EXECUTIVE SUMMARY

**Client:** Woodland Park Homeowners Association, Inc. (Woodland Park)

**Location:** Ellicott City, Maryland

**Reference:** 050823

**Property Basics:** Woodland Park Homeowners Association, Inc. is a townhome style development which consists of 162 units in 41 buildings. The community was built in 1985.

**Reserve Components Identified:** 11 Reserve Components.

**Inspection Date:** November 16, 2023. We conducted previous inspections in 2005 and 2019.

**Funding Goal:** The Funding Goal of this Reserve Study is to maintain reserves above an adequate, not excessive threshold during one or more years of significant expenditures. Our recommended Funding Plan recognizes these threshold funding years in 2027 and in 2047 due to the repaving of the asphalt pavement parking areas and walking paths, and partial replacements of the concrete curbs and gutters.

**Methodology:** We use the Cash Flow Method to compute the Reserve Funding Plan. This method offsets future variable Reserve Expenditures with existing and future stable levels of reserve funding. Our application of this method also considers:

- Current and future local costs of replacement
- 2.0% anticipated annual rate of return on invested reserves
- 3.0% future Inflation Rate for estimating Future Replacement Costs

**Sources for Local Costs of Replacement:** Our proprietary database, historical costs and published sources, i.e., R.S. Means, Incorporated.

**Unaudited Cash Status of Reserve Fund:**

- \$119,206 as of September 30, 2023
- 2023 budgeted Reserve Contributions of \$13,004

**Project Prioritization:** We note anticipated Reserve Expenditures for the next 30 years in the **Reserve Expenditures** tables and include a **Five-Year Outlook** table following the **Reserve Funding Plan** in Section 3. We recommend the Association prioritize the following projects in the next five years based on the conditions identified:

- Repaving of the asphalt pavement parking areas and walking paths
- Partial replacement of deteriorated sections of concrete curbs, gutters and sidewalks
- Partial replacement s and erosion control at the landscaping
- Renovation of the entrance monuments



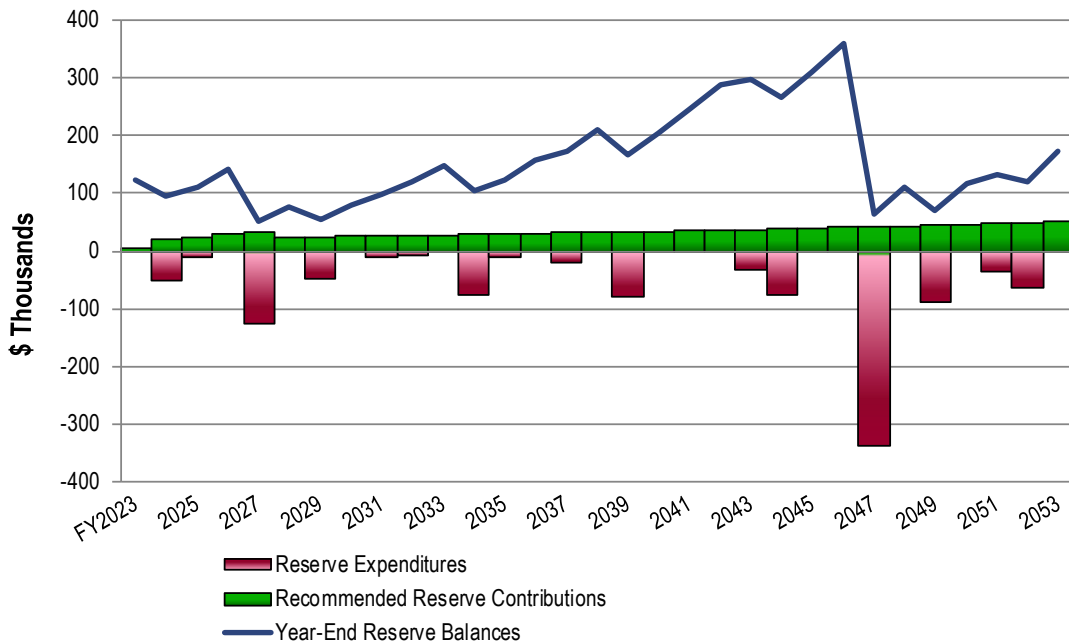


**Recommended Reserve Funding:** We recommend the following in order to achieve a stable and equitable Cash Flow Methodology Funding Plan:

- Phased increases of \$5,800 from 2024 through 2026
- Inflationary increase in 2027
- Decrease to \$24,000 by 2028 due to fully funding for repaving of the asphalt pavement parking areas and walking paths
- Inflationary increases thereafter through 2053, the limit of this study's Cash Flow Analysis
- Initial adjustment in Reserve Contributions of \$5,796 represents an average monthly increase of \$2.98 per homeowner and about a five percent (4.6%) adjustment in the 2023 total Operating Budget of \$125,256.

**Woodland Park**  
Recommended Reserve Funding Table and Graph

Year	Reserve Contributions (\$)	Reserve Balances (\$)	Year	Reserve Contributions (\$)	Reserve Balances (\$)	Year	Reserve Contributions (\$)	Reserve Balances (\$)
2024	18,800	93,759	2034	28,600	103,989	2044	38,500	265,096
2025	24,600	109,551	2035	29,500	123,983	2045	39,700	310,495
2026	30,400	142,446	2036	30,400	157,167	2046	40,900	358,014
2027	31,300	51,341	2037	31,300	172,858	2047	42,100	65,419
2028	24,000	76,608	2038	32,200	208,837	2048	43,400	110,561
2029	24,700	54,202	2039	33,200	167,477	2049	44,700	69,627
2030	25,400	80,940	2040	34,200	205,369	2050	46,000	117,480
2031	26,200	98,465	2041	35,200	245,028	2051	47,400	132,465
2032	27,000	118,480	2042	36,300	286,592	2052	48,800	120,424
2033	27,800	148,928	2043	37,400	296,443	2053	50,300	173,635





## 2.RESERVE STUDY REPORT

At the direction of the Board that recognizes the need for proper reserve planning, we have conducted a *Reserve Study* of

**Woodland Park Homeowners Association, Inc.**

**Ellicott City, Maryland**

and submit our findings in this report. The effective date of this study is the date of our visual, noninvasive inspection, November 16, 2023. We conducted previous inspections in 2005 and 2019.

We present our findings and recommendations in the following report sections and spreadsheets:

- **Identification of Property** - Segregates all property into several areas of responsibility for repair or replacement
- **Reserve Expenditures** - Identifies reserve components and related quantities, useful lives, remaining useful lives and future reserve expenditures during the next 30 years
- **Reserve Funding Plan** - Presents the recommended Reserve Contributions and year-end Reserve Balances for the next 30 years
- **Five-Year Outlook** - Identifies reserve components and anticipated reserve expenditures during the first five years
- **Reserve Component Detail** - Describes the reserve components, includes photographic documentation of the condition of various property elements, describes our recommendations for repairs or replacement, and includes detailed solutions and procedures for replacements for the benefit of current and future board members
- **Methodology** - Lists the national standards, methods and procedures used to develop the Reserve Study
- **Definitions** - Contains definitions of terms used in the Reserve Study, consistent with national standards
- **Professional Service Conditions** - Describes Assumptions and Professional Service Conditions
- **Credentials and Resources**



## IDENTIFICATION OF PROPERTY



Our investigation includes Reserve Components or property elements as set forth in your Declaration. The Expenditure tables in Section 3 list the elements contained in this study. Our analysis begins by segregating the property elements into several areas of responsibility for repair and replacement.

Our process of identification helps assure that future boards and the management team understand whether reserves, the operating budget or Homeowners fund certain replacements and assists in preparation of the annual budget. We derive these segregated classes of property from our review of the information provided by the Association and through conversations with Management. These classes of property include:

- Reserve Components
- Long-Lived Property Elements
- Operating Budget Funded Repairs and Replacements
- Property Maintained by Homeowners
- Property Maintained by Others

We advise the Board conduct an annual review of these classes of property to confirm its policy concerning the manner of funding, i.e., from reserves or the operating budget. The Reserve Study identifies Reserve Components as set forth in your Declaration or which were identified as part of your request for proposed services. Reserve Components are defined by CAI as property elements with:

- Woodland Park responsibility
- Limited useful life expectancies
- Predictable remaining useful life expectancies
- Replacement cost above a minimum threshold



**Long-Lived Property Elements** – These elements may not have predictable Remaining Useful Lives or their replacement may occur beyond the 30-year scope of the study. The operating budget should fund infrequent repairs. Funding untimely or unexpected replacements from reserves will necessitate increases to Reserve Contributions. Periodic updates of this Reserve Study will help determine the merits of adjusting the Reserve Funding Plan. We identify the following Long-Lived Property Elements as excluded from the 30-year Reserve Expenditures at this time:

- Pipes, Subsurface Utilities

**Operating Budget** - Provides money for the repair and replacement of certain Reserve Components. The Association may develop independent criteria for use of operating and reserve funds. For purposes of calculating appropriate Reserve Contributions, we identify the following list of Operating Budget Funded Repairs and Replacements:

- General Maintenance to the Common Elements
- Expenditures less than \$3,000 (These relatively minor expenditures have a limited effect on the recommended Reserve Contributions.)
- Asphalt Pavement, Walking Paths, Interim Repairs
- Catch Basins, Landscape
- Landscape, General Maintenance
- Paint Finishes, Touch Up
- Other Repairs normally funded through the Operating Budget

**Homeowners' Responsibility** - Items designated as the responsibility of the homeowners to repair or replace at their cost. Property Maintained by Homeowners, including items billed back to Homeowners, relates to unit:

- Entrance Walks
- Fences, At Lots
- Homes and Lots

**Others' Responsibility** - Items designated as the responsibility of others to repair or replace. Property Maintained by Others relates to:

- Light Poles and Fixtures (Baltimore Gas and Electric)
- Mailbox Stations (United States Postal Service)
- Stormwater Management Basin, Including Fence (Municipality)



**Stormwater management basin overview**

- Street System, Including Curbs, Gutters, Sidewalks and Catch Basins (Municipality)



**Street system overview**



### 3. RESERVE EXPENDITURES and FUNDING PLAN

The tables following this introduction present:

#### Reserve Expenditures

- Line item numbers
- Total quantities
- Quantities replaced per phase (in a single year)
- Reserve component inventory
- Estimated first year of event (i.e., replacement, application, etc.)
- Life analysis showing
  - useful life
  - remaining useful life
- 2023 local cost of replacement
  - Per unit
  - Per phase
  - Replacement of total quantity
- Percentage of future expenditures anticipated during the next 30 years
- Schedule of estimated future costs for each reserve component including inflation

#### Reserve Funding Plan

- Reserves at the beginning of each year
- Total recommended reserve contributions
- Estimated interest earned from invested reserves
- Anticipated expenditures by year
- Anticipated reserves at year end

#### Five-Year Outlook

- Line item numbers
- Reserve component inventory of only the expenditures anticipated to occur within the first five years
- Schedule of estimated future costs for each reserve component anticipated to occur within the first five years

The purpose of a Reserve Study is to provide an opinion of reasonable annual Reserve Contributions. Prediction of exact timing and costs of minor Reserve Expenditures typically will not significantly affect the 30-year cash flow analysis. Adjustments to the times and/or costs of expenditures may not always result in an adjustment in the recommended Reserve Contributions.

Financial statements prepared by your association, by you or others might rely in part on information contained in this section. For your convenience, we have provided an electronic data file containing the tables of ***Reserve Expenditures*** and ***Reserve Funding Plan***.



RESERVE EXPENDITURES

Woodland Park  
Homeowners Association, Inc.

EXHIBIT A, Revised

Estimate/Notes:

1) 3.0% Is the estimated Inflation Rate for estimating Future Replacement Costs.

2) FY 2023 is Fiscal Year beginning January 1, 2023 and ending December 31, 2023.

Line Item	Total Quantity	Per Phase Quantity	Units	Reserve Component Inventory	Estimated Year of Event	Life Analysis (Remaining)	Unit Price (\$/sq ft)	Cost (\$K)	Total Expenditure (\$K)	Percentage of Future FY2022	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
4020	3,750	3,750	Square Yards	Asphalt Pavement, Parking Areas, Curb, Road, Path, Seal Coat and Striping	2024	3 b/s	1	2.20	8,250	8.3%	8,468			88,634												
4040	3,750	3,750	Square Yards	Asphalt Pavement, Parking Areas, Curb, Road, Path, Seal Coat and Striping	2027	15 b/s/20	4	21.00	78,750	8.3%																
4065	3,750	3,750	Square Yards	Asphalt Pavement, Parking Areas, Total Replacement	2047	15 b/s/20	24	36.00	133,000	23.6%																
4080	330	330	Square Yards	Asphalt Pavement, Walking Paths, Total Replacement	2027	15 b/s/20	4	35.00	11,550	3.4%				13,000												
4110	3,200	580	Linear Feet	Concrete Curb and Gutter, Partial	2027	6 b/s	4 b/s/30+	36.00	20,160	5.8%				22,891												
4140	13,100	1,680	Square Feet	Concrete Sidewalk, Partial	2024	6 b/s	1 b/s/30+	11.50	12,535	10.8%																
4280	450	450	Linear Feet	Fence, Vinyl	2024	15 b/s/20	11	32.00	14,400	5.0%																
4285	140	140	Linear Feet	Fence, Wood	2024	15 b/s/20	9	50.00	7,000	2.3%																
4500	1	1	Aluminum	Landscaping, Perish Replacement and Erosion Control	2024	10 s	1	28,000.00	28,000	24.1%				28,840												
4740	780	780	Square Feet	Refining Wall, Masonry, Braddon and Capital Repairs	2027	10 b/s/15	14	16.00	12,480	4.9%																
4800	1	1	Aluminum	Sprinkler, Entrance, Mainroom, Reception	2025	15 b/s/20	2	10,200.00	10,200	2.7%				10,821												
Anticipated Expenditures, By Year (\$17,019 over 30 years)											0	50,249	10,821	0	24,325	0	48,401	0	10,461	9,133	0	76,044	11,703	0	18,877	0

RESERVE EXPENDITURES

Woodland Park Homeowners Association, Inc. EXHIBIT A, Revised													
Line Item	Total Per Phase Quantity	Units	Reserve Component Inventory	Estimated		Life Analysis		Costs, \$		Percentage of Future Expenditures			
				16 Year of Event	Unit	Years Remaining	Unit	Per Phase (2023)	Total (2023)	2016	2017	2018	2019
4020	3,750	3,750	Square Yards	Asphalt Pavement, Parking Areas, Crack Repair, Patch, Seal Coat and Striping	2024	3 b/s	1	2.20	8,250	8,250	7.2%	13.29	
4040	3,750	3,750	Square Yards	Asphalt Pavement, Parking Areas, Crack Repair, Patch, Seal Coat and Striping	2027	15 b/s/20	4	21.00	78,750	78,750	8.3%		
4065	3,750	3,750	Square Yards	Asphalt Pavement, Parking Areas, Mill and Overlay	2047	15 b/s/20	24	36.00	135,000	135,000	24.6%		
4080	330	330	Square Yards	Asphalt Pavement, Walking Paths, Total Repavement	2027	15 b/s/20	4	35.00	11,550	11,550	3.4%		
4110	3,200	580	Linear Feet	Concrete Curb and Gutter, Parial	2027	6 b/s	4 b/s/30+	36.00	20,160	115,200	5.8%		
4140	13,100	1480	Square Feet	Concrete Sidewalk, Parial	2024	6 b/s	1 b/s/30+	11.50	12,535	150,650	10.8%		
4280	450	450	Linear Feet	Fence, Vinyl	2024	15 b/s/20	11	32.00	14,400	14,400	5.0%		
4285	140	140	Linear Feet	Fence, Wood	2032	15 b/s/20	9	50.00	7,000	7,000	2.3%		
4500	1	1	Allowance	Landscape, Tree Replacements and Erosion Control	2024	6 b/s	1	28,000.00	28,000	28,000	24.1%		
4740	780	780	Square Feet	Refining Wall, Masonry, Braddon and Cement Blocks	2027	10 b/s/15	14	16.00	12,480	12,480	4.5%		
4800	1	1	Allowance	Storage, Entrance, Miscellaneous, Overlap/Gap	2025	15 b/s/20	2	10,200.00	10,200	10,200	2.7%		
Anticipated Expenditures, By Year (\$17,015 over 30 years)													
					2026						14.822		
					2027						52.888		
					2028						60.385		
					2029						18.015		
					2030						29.410		
					2031						33.955		
					2032						18.013		
					2033						29.410		
					2034						33.955		
					2035						18.013		
					2036						29.410		
					2037						33.955		
					2038						18.013		
					2039						29.410		
					2040						33.955		
					2041						18.013		
					2042						29.410		
					2043						33.955		
					2044						18.013		
					2045						29.410		
					2046						33.955		
					2047						18.013		
					2048						29.410		
					2049						33.955		
					2050						18.013		
					2051						29.410		
					2052						33.955		
					2053						18.013		
					2054						29.410		
					2055						33.955		
					2056						18.013		
					2057						29.410		
					2058						33.955		
					2059						18.013		
					2060						29.410		
					2061						33.955		
					2062						18.013		
					2063						29.410		
					2064						33.955		
					2065						18.013		
					2066						29.410		
					2067						33.955		
					2068						18.013		
					2069						29.410		
					2070						33.955		
					2071						18.013		
					2072						29.410		
					2073						33.955		
					2074						18.013		
					2075						29.410		
					2076						33.955		
					2077						18.013		
					2078						29.410		
					2079						33.955		
					2080						18.013		
					2081						29.410		
					2082						33.955		
					2083						18.013		
					2084						29.410		
					2085						33.955		
					2086						18.013		
					2087						29.410		
					2088						33.955		
					2089						18.013		
					2090						29.410		
					2091						33.955		
					2092						18.013		
					2093						29.410		
					2094						33.955		
					2095						18.013		
					2096						29.410		
					2097						33.955		
					2098						18.013		
					2099						29.410		
					2100						33.955		
					2101						18.013		
					2102						29.410		
					2103						33.955		
					2104						18.013		
					2105						29.410		
					2106						33.955		
					2107						18.013		
					2108						29.410		
					2109						33.955		
					2110						18.013		
					2111						29.410		
					2112						33.955		
					2113						18.013		
					2114						29.410		
					2115						33.955		
					2116						18.013		
					2117						29.410		
					2118						33.955		
					2119						18.013		
					2120						29.410		
					2121						33.955		
					2122						18.013		
					2123						29.410		
					2124						33.955		
					2125						18.013		
					2126						29.410		
					2127						33.955		
					2128						18.013		
					2129						29.410		
					2130						33.955		
					2131						18.013		
					2132						29.410		
					2133						33.955		
					2134						18.013		
					2135						29.410		
					2136						33.955		
					2137						18.013		
					2138						29.410		
					2139						33.955		
					2140						18.013		
					2141						29.410		
					2142						33.955		
					2143						18.013		
					2144						29.410		
					2145						33.955		
					2146						18.013		
					2147						29.410		
					2148						33.955		
					2149						18.013		
					2150						29.410		
					2151						33.955		
					2152						18.013		
					2153						29.410		
					2154						33.955		
					2155						18.013		
					2156						29.410		
					2157						33.955		
					2158						18.013		
					2159						29.410		
					2160						33.955		
					2161						18.013		
					2162						29.410		
					2163						33.955		
					2164						18.013		
					2165						29.410		
					2166						33.955		
					2167						18.013		
					2168						29.410		
					2169						33.955		
					2170						18.013		
					2171						29.410		
					2172						33.955		
					2173						18.013		
					2174						29.410		
					2175						33.955		
					2176						18.013		
					2177						29.410		
					2178						33.955		
					2179						18.013		
					2180						29.410		



RESERVE FUNDING PLAN

CASH FLOW ANALYSIS

Woodland Park

Homeowners Association, Inc.

Ellicott City, Maryland

Homeowners Association, Inc.		Individual Reserve Budgets & Cash Flows for the Next 30 Years															
Elicott City, Maryland		FY2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Reserves at Beginning of Year	(Note 1)	119,206	123,061	93,759	109,551	142,446	51,341	76,608	54,202	80,940	98,465	118,480	148,928	103,989	123,983	157,167	172,858
Total Recommended Reserve Contributions	(Note 2)	3,251	18,800	24,600	30,400	31,300	24,000	24,700	25,400	26,200	27,000	27,800	28,600	29,500	30,400	31,300	32,200
Estimated Interest Earned During Year	(Note 3)	604	2,147	2,495	1,919	1,267	1,295	1,338	1,776	2,148	2,648	2,504	2,257	2,784	3,268	3,779	
Anticipated Expenditures, By Year		0	(50,249)	(10,821)	0	(124,325)	0	(48,401)	0	(10,451)	(9,133)	0	(76,044)	(11,763)	0	(18,877)	0
Anticipated Reserves at Year End		\$123,061	\$93,759	\$109,551	\$142,446	\$51,341	\$76,608	\$54,202	\$80,940	\$98,465	\$118,480	\$148,928	\$103,989	\$123,983	\$157,167	\$172,858	\$208,837
		(NOTE 9)															

(continued)

Individual Reserve Budgets & Cash Flows for the Next 30 Years, Continued

		2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
Reserves at Beginning of Year		208,637	167,477	205,369	245,028	286,592	286,443	285,096	310,495	338,014	65,419	110,561	69,627	117,480	132,465	120,424
Total Recommended Reserve Contributions		33,200	34,200	35,200	36,200	37,400	38,500	39,700	40,900	42,100	43,400	44,700	46,000	47,400	48,800	50,300
Estimated Interest Earned, During Year		3,726	3,692	4,459	5,264	5,773	5,560	5,699	6,619	4,192	1,742	1,784	1,853	2,475	2,504	2,911
Anticipated Expenditures, By Year		(78,286)	0	0	0	(33,322)	(75,407)	0	0	(338,887)	0	(87,418)	0	(34,890)	(63,345)	0
Anticipated Reserves at Year End		\$167,477	\$205,369	\$245,028	\$286,592	\$296,443	\$266,096	\$310,495	\$338,014	\$65,419	\$110,561	\$69,627	\$117,480	\$132,465	\$120,424	\$173,635
		(NOTE 5)														(NOTE 4)

EXPLANATORY NOTES:

- 1) Year 2023 starting reserves are as of September 30, 2023; FY2023 starts January 1, 2023 and ends December 31, 2023.
- 2) Reserve Contributions for 2023 are the remaining budgeted 3 months; 2024 is the first year of recommended contributions.
- 3) 2.0% is the estimated annual rate of return on invested reserves; 2023 is a partial year of interest earned.
- 4) Accumulated year 2053 ending reserves consider the age, size, overall condition and complexity of the property.
- 5) Threshold Funding Years (reserve balance at critical point).

**FIVE-YEAR OUTLOOK**

**Woodland Park  
Homeowners Association, Inc.**  
Ellicott City, Maryland

Line Item	Reserve Component Inventory	RUL = 0 FY2023	1 2024	2 2025	3 2026	4 2027	5 2028
4.020	Asphalt Pavement, Parking Areas, Crack Repair, Patch, Seal Coat and Striping		8,498				
4.040	Asphalt Pavement, Parking Areas, Mill and Overlay					88,634	
4.080	Asphalt Pavement, Walking Paths, Total Replacement					13,000	
4.110	Concrete Curbs and Gutters, Partial					22,691	
4.140	Concrete Sidewalks, Partial		12,911				
4.500	Landscape, Partial Replacements and Erosion Control		28,840				
4.800	Signage, Entrance Monuments, Renovation			10,821			
Anticipated Expenditures, By Year (\$1,071,618 over 30 years)		0	50,249	10,821	0	124,325	0

## 4. RESERVE COMPONENT DETAIL

The Reserve Component Detail of this *Reserve Study* includes enhanced solutions and procedures for select significant components. This section describes the Reserve Components, documents specific problems and condition assessments, and may include detailed solutions and procedures for necessary capital repairs and replacements for the benefit of current and future board members. We advise the Board use this information to help define the scope and procedures for repair or replacement when soliciting bids or proposals from contractors. *However, the Report in whole or part is not and should not be used as a design specification or design engineering service.*

### **Asphalt Pavement, Parking Areas**

---

**Line Items:** 4.020, 4.040 and 4.045

**Quantity:** Approximately 3,750 square yards at the parking areas

**History:** Repaved in 2007 with a limited section of pavement repaved with adjoining street

**Condition:** Fair overall with heave, cracks, ruts, deterioration and vehicular stains evident



**Pavement overview**



**Pavement cracks**





**Pavement cracks**



**Section replaced with partial street**



**Pavement cracks and vehicular stains**



**Vehicular stains**



**Pavement deterioration**



**Pavement rut**

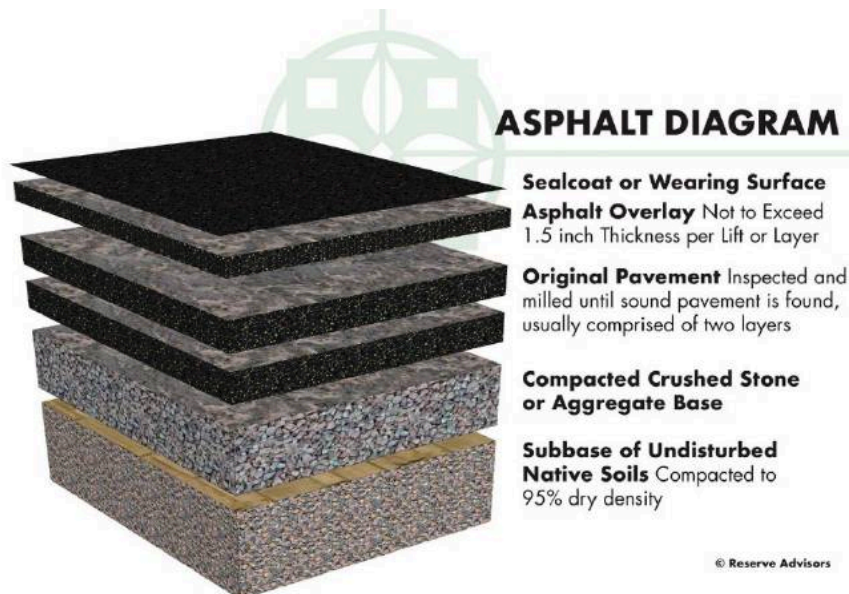


**Pavement heave likely due to tree roots**

**Useful Life:** 15- to 20-years with the benefit of crack repair, patch, seal coat, and striping events every three- to five-years

**Component Detail Notes:** Proposals should include mechanically routing and filling all cracks with hot emulsion. Repairs should also include patching at areas exhibiting settlement, potholes, or excessive cracking. The contractor should only apply seal coat applications after repairs are completed. A seal coat does not bridge or close cracks, therefore, unrepaired cracks render the seal coat applications useless. These activities minimize the damaging effects of vehicle fluids, maintain a uniform and positive appearance, and maximize the useful life of the pavement.

The initial installation of asphalt uses at least two lifts, or two separate applications of asphalt, over the base course. The first lift is the binder course. The second lift is the wearing course. The wearing course comprises a finer aggregate for a smoother more watertight finish. The following diagram depicts the typical components although it may not reflect the actual configuration at Woodland Park:







The manner of repaving is either a mill and overlay or total replacement. A mill and overlay is a method of repaving where cracked, worn and failed pavement is mechanically removed or milled until sound pavement is found. A new layer of asphalt is overlaid atop the remaining base course of pavement. Total replacement includes the removal of all existing asphalt down to the base course of aggregate and native soil followed by the application of two or more new lifts of asphalt. We recommend mill and overlayment on asphalt pavement that exhibits normal deterioration and wear. We recommend total replacement of asphalt pavement that exhibits severe deterioration, inadequate drainage, pavement that has been overlaid multiple times in the past or where the configuration makes overlayment not possible. Based on the apparent visual condition and configuration of the asphalt pavement, we recommend the mill and overlay method for initial repaving followed by the total replacement method for subsequent repaving at Woodland Park.

**Preventative Maintenance Notes:** We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
  - Inspect for settlement, large cracks and trip hazards, and ensure proper drainage
  - Repair areas which could cause vehicular damage such as potholes
- As needed:
  - Perform crack repairs and patching

**Priority/Criticality:** Defer only upon opinion of independent professional or engineer

**Expenditure Detail Notes:** Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3. Our cost includes an allowance for crack repairs and patching of up to two percent (2%) of the pavement. Our cost for milling and overlayment includes area patching of up to twenty-five percent (25%). We recommend the Association plan to coordinate repaving of the asphalt pavement parking areas with the public street system. However, we recognize that this timing is subject to change. Future updates to this reserve study will consider any changes in timing.

## **Asphalt Pavement, Walking Paths**

---

**Line Item:** 4.080

**Quantity:** 330 square yards

**History:** Repaved in 2007.

**Condition:** Fair overall with cracks and deterioration evident



**Asphalt pavement walking path**



**Walking path cracks**



**Walking path deterioration**



**Walking path edge cracks**



**Walking path cracks**

**Useful Life:** 15- to 20-years with the benefit of timely crack repairs and patching, and the need to maintain a safe pedestrian surface





**Priority/Criticality:** Defer only upon opinion of independent professional or engineer

**Expenditure Detail Notes:** Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3.

## Concrete Curbs and Gutters

---

**Line Item:** 4.110

**Quantity:** Approximately 3,200 linear feet along the parking areas

**Condition:** Fair overall with spalls, cracks and settlement evident



Concrete curb and gutter



Concrete curb and gutter cracks



Concrete curb and gutter crack



Concrete curb and gutter settlement





**Concrete curb and gutter crack**



**Concrete curb and gutter crack**

**Useful Life:** Up to 65 years although interim deterioration of areas is common

**Preventative Maintenance Notes:** We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
  - Inspect and repair major cracks, spalls and trip hazards
  - Mark with orange safety paint prior to replacement or repair
  - Repair or perform concrete leveling in areas in immediate need of repair or possible safety hazard

**Priority/Criticality:** Per Board discretion

**Expenditure Detail Notes:** Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3. We estimate that up to 1,120 linear feet of curbs and gutters, or thirty-five percent (35%) of the total, will require replacement during the next 30 years.

## **Concrete Sidewalks**

---

**Line Item:** 4.140

**Quantity:** Approximately 13,100 square feet along the parking areas

**Condition:** Fair overall with heave, cracks, deterioration, trip hazards, settlement and spalls evident



**Concrete sidewalk**



**Sidewalk cracks**



**Sidewalk crack**



**Sidewalk crack**



**Sidewalk cracks**



**Sidewalk deterioration**





**Sidewalk trip hazard**



**Sidewalk crack**



**Sidewalk settlement**



**Sidewalk crack**



**Sidewalk cracks**



**Sidewalk trip hazard**



**Sidewalk cracks**



**Sidewalk heave likely due to tree roots**

**Useful Life:** Up to 65 years although interim deterioration of areas is common

**Preventative Maintenance Notes:** We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
  - Inspect and repair major cracks, spalls and trip hazards
  - Mark with orange safety paint prior to replacement or repair
  - Repair or perform concrete leveling in areas in immediate need of repair or possible safety hazard

**Priority/Criticality:** Per Board discretion

**Expenditure Detail Notes:** Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3. We estimate that up to 6,540 square feet of concrete sidewalks, or approximately fifty percent (49.9%) of the total, will require replacement during the next 30 years.

## **Fences, Vinyl**

---

**Line Item:** 4.260

**Quantity:** 450 linear feet located throughout the community

**History:** Installed in 2016.

**Condition:** Good to fair overall with organic growth and an isolated post cap missing





**Vinyl fence**



**Missing post cap**



**Organic growth**

**Useful Life:** 15- to 20-years

**Preventative Maintenance Notes:** We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
  - Inspect and repair loose panels, and damage
  - Repair leaning sections and clear vegetation from fence areas which could cause damage
  - Periodically clean vinyl fence as needed

**Priority/Criticality:** Per Board discretion

**Expenditure Detail Notes:** Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3.



## **Fence, Wood**

---

**Line Item:** 4.285

**Quantity:** 140 linear feet at the retaining wall located at the rears of 7822-7828 Whistling Pines Court

**History:** Installed in 2013.

**Condition:** Good to fair overall with deterioration evident



**Wood fence**



**Wood rail deterioration**



**Wood post deterioration**

**Useful Life:** 15- to 20-years

**Preventative Maintenance Notes:** We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
  - Inspect and repair loose sections, finish deterioration and damage



- Repair leaning sections and clear vegetation from fence areas which could cause damage

**Priority/Criticality:** Per Board discretion

**Expenditure Detail Notes:** Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3. The Association should anticipate periodic partial replacements due to the non-uniform nature of wood deterioration.

## **Landscape**

---

**Line Item:** 4.500

**Component Detail Notes:** The Association contains a large quantity of trees, shrubbery and other landscape elements. Replacement of these elements is an ongoing need. Many associations budget for these replacements as normal maintenance. Other associations fund ongoing replacements from reserves. Large amounts of landscape may need replacement due to disease, drought or other forces of nature. If the cost of removal and replacement is substantial, funding from reserves is logical. The Association may also desire to periodically update the appearance of the community through major improvements to the landscape.

**Useful Life:** At the request of Management, we include a landscape allowance for partial replacements every five years.

**Priority/Criticality:** Per Board discretion

**Expenditure Detail Notes:** Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3.

## **Retaining Wall, Masonry**

---

**Line Item:** 4.740

**Quantity:** Approximately 780 square feet located at the rears of 7822-7828 Whistling Pines Court

**History:** Installed in 2013

**Condition:** Good overall





**Masonry retaining wall**

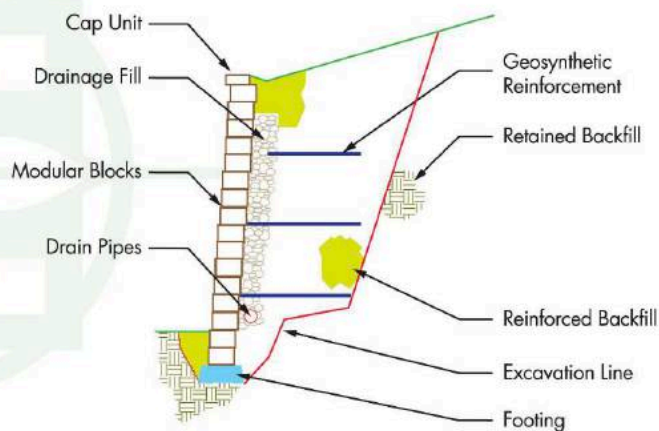


**Masonry retaining wall**

**Useful Life:** Masonry retaining walls have indeterminate useful lives with proper maintenance. We recommend the Association plan for inspections and capital repairs every 10- to 15-years to forestall deterioration.

**Component Detail Notes:** Properly constructed interlocking masonry retaining walls utilize geosynthetic reinforcement and a drainage system to stabilize the wall and prevent the buildup of hydrostatic pressure behind the wall. Water stains may indicate inadequate drainage or blocked drainage from behind the wall. The following schematic depicts the typical components of a retaining wall system although it may not reflect the actual configuration at Woodland Park:

## MASONRY RETAINING WALL DETAIL



© Reserve Advisors





**Preventative Maintenance Notes:** We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
  - Inspect and repair leaning sections or damaged areas
  - Water stains which may indicate possible blocked drainage should be investigated further
  - Inspect and repair erosion at the wall base and backside

**Priority/Criticality:** Defer only upon opinion of independent professional or engineer

**Expenditure Detail Notes:** Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3.

## **Signage, Entrance Monuments**

---

**Line Item:** 4.800

**Quantity:** The property identification signage includes the following elements:

- Landscaping
- Masonry
- Signage

**History:** Unknown ages with repairs conducted as needed

**Condition:** Fair overall with sign deterioration and fastener rust evident



**Entrance monument**



**Sign deterioration**



**Sign deterioration and fastener rust**



**Entrance monument**



**Sign finish deterioration**



**Entrance pillars**

**Useful Life:** 15- to 20-years

**Component Detail Notes:** Community signage contributes to the overall aesthetic appearance of the property to owners and potential buyers. Renovation or replacement of community signs is often predicated upon the desire to "update" the perceived identity of the community rather than for utilitarian concerns. Therefore, the specific times for replacement or renovation are discretionary.

**Preventative Maintenance Notes:** We note the following select recommended preventative maintenance activities to maximize the remaining useful life:

- Annually:
  - Inspect and repair damage, vandalism and loose components
  - Verify lighting is working properly
  - Touch-up paint finish applications if applicable

**Priority/Criticality:** Per Board discretion



**Expenditure Detail Notes:** Expenditure timing and costs are depicted in the **Reserve Expenditures** table in Section 3. Our cost for renovation includes repairs to the masonry, landscaping as needed and replacement of the signage.

## Reserve Study Update

An ongoing review by the Board and an Update of this Reserve Study are necessary to ensure an equitable funding plan since a Reserve Study is a snapshot in time. Many variables change after the study is conducted that may result in significant overfunding or underfunding the reserve account. Variables that may affect the Reserve Funding Plan include, but are not limited to:

- Deferred or accelerated capital projects based on Board discretion
- Changes in the interest rates on reserve investments
- Changes in the *local* construction inflation rate
- Additions and deletions to the Reserve Component Inventory
- The presence or absence of maintenance programs
- Unusually mild or extreme weather conditions
- Technological advancements

Periodic updates incorporate these variable changes since the last Reserve Study or Update. We recommend the Board budget for an Update to this Reserve Study in two-to three-years. Budgeting for an Update demonstrates the Board's objective to continue fulfilling its fiduciary responsibility to maintain the commonly owned property and to fund reserves appropriately.



## 5.METHODOLOGY

Reserves for replacement are the amounts of money required for future expenditures to repair or replace Reserve Components that wear out before the entire facility or project wears out. Reserving funds for future repair or replacement of the Reserve Components is also one of the most reliable ways of protecting the value of the property's infrastructure and marketability.

Woodland Park can fund capital repairs and replacements in any combination of the following:

1. Increases in the operating budget during years when the shortages occur
2. Loans using borrowed capital for major replacement projects
3. Level monthly reserve assessments annually adjusted upward for inflation to increase reserves to fund the expected major future expenditures
4. Special assessments

We do not advocate special assessments or loans unless near term circumstances dictate otherwise. Although loans provide a gradual method of funding a replacement, the costs are higher than if the Association were to accumulate reserves ahead of the actual replacement. Interest earnings on reserves also accumulate in this process of saving or reserving for future replacements, thereby defraying the amount of gradual reserve collections. We advocate the third method of *Level Monthly Reserve Assessments* with relatively minor annual adjustments. The method ensures that Homeowners pay their "fair share" of the weathering and aging of the commonly owned property each year. Level reserve assessments preserve the property and enhance the resale value of the homes.

This Reserve Study is in compliance with and exceeds the National standards<sup>1</sup> set forth by the Association of Professional Reserve Analysts (APRA) fulfilling the requirements of a "Level II Reserve Study Update." These standards require a Reserve Component to have a "predictable remaining Useful Life." Estimating Remaining Useful Lives and Reserve Expenditures beyond 30 years is often indeterminate. Long-Lived Property Elements are necessarily excluded from this analysis. We considered the following factors in our analysis:

- The Cash Flow Method to compute, project and illustrate the 30-year Reserve Funding Plan
- Local<sup>2</sup> costs of material, equipment and labor
- Current and future costs of replacement for the Reserve Components
- Costs of demolition as part of the cost of replacement
- Local economic conditions and a historical perspective to arrive at our estimate of long-term future inflation for construction costs in Ellicott City, Maryland at an annual inflation rate<sup>3</sup>. Isolated or regional markets of

<sup>1</sup> Identified in the APRA "Standards - Terms and Definitions" and the CAI "Terms and Definitions".

<sup>2</sup> See Credentials for additional information on our use of published sources of cost data.

<sup>3</sup> Derived from Marshall & Swift, historical costs and the Bureau of Labor Statistics.



greater construction (development) activity may experience slightly greater rates of inflation for both construction materials and labor.

- The past and current maintenance practices of Woodland Park and their effects on remaining useful lives
- Financial information provided by the Association pertaining to the cash status of the reserve fund and budgeted reserve contribution
- The anticipated effects of appreciation of the reserves over time in accord with a return or yield on investment of your cash equivalent assets. (We did not consider the costs, if any, of Federal and State Taxes on income derived from interest and/or dividend income).
- The Funding Plan excludes necessary operating budget expenditures. It is our understanding that future operating budgets will provide for the ongoing normal maintenance of Reserve Components.

Updates to this Reserve Study will continue to monitor historical facts and trends concerning the external market conditions.





## 6. CREDENTIALS

### HISTORY AND DEPTH OF SERVICE

**Founded in 1991**, Reserve Advisors is the leading provider of reserve studies, insurance appraisals, developer turnover transition studies, expert witness services, and other engineering consulting services. Clients include community associations, resort properties, hotels, clubs, non-profit organizations, apartment building owners, religious and educational institutions, and office/commercial building owners in 48 states, Canada and throughout the world.

The **architectural engineering consulting firm** was formed to take a leadership role in helping fiduciaries, boards, and property managers manage their property like a business with a long-range master plan known as a Reserve Study.

Reserve Advisors employs the **largest staff of Reserve Specialists** with bachelor's degrees in engineering dedicated to Reserve Study services. Our founders are also founders of Community Associations Institute's (CAI) Reserve Committee that developed national standards for reserve study providers. One of our founders is a Past President of the Association of Professional Reserve Analysts (APRA). Our vast experience with a variety of building types and ages, on-site examination and historical analyses are keys to determining accurate remaining useful life estimates of building components.

**No Conflict of Interest** - As consulting specialists, our **independent opinion** eliminates any real or perceived conflict of interest because we do not conduct or manage capital projects.

### TOTAL STAFF INVOLVEMENT

Several staff members participate in each assignment. The responsible advisor involves the staff through a Team Review, exclusive to Reserve Advisors, and by utilizing the experience of other staff members, each of whom has served hundreds of clients. We conduct Team Reviews, an internal quality assurance review of each assignment, including: the inspection; building component costing; lifing; and technical report phases of the assignment. Due to our extensive experience with building components, we do not have a need to utilize subcontractors.

### OUR GOAL

To help our clients fulfill their fiduciary responsibilities to maintain property in good condition.

### VAST EXPERIENCE WITH A VARIETY OF BUILDINGS

Reserve Advisors has conducted reserve studies for a multitude of different communities and building types. We've analyzed thousands of buildings, from as small as a 3,500-square foot day care center to a 2,600,000-square foot 98-story highrise. We also routinely inspect buildings with various types of mechanical systems such as simple electric heat, to complex systems with air handlers, chillers, boilers, elevators, and life safety and security systems.

We're familiar with all types of building exteriors as well. Our well-versed staff regularly identifies optimal repair and replacement solutions for such building exterior surfaces such as adobe, brick, stone, concrete, stucco, EIFS, wood products, stained glass and aluminum siding, and window wall systems.

### OLD TO NEW

Reserve Advisors' experience includes ornate and vintage buildings as well as modern structures. Our specialists are no strangers to older buildings. We're accustomed to addressing the unique challenges posed by buildings that date to the 1800's. We recognize and consider the methods of construction employed into our analysis. We recommend appropriate replacement programs that apply cost effective technologies while maintaining a building's character and appeal.



**STEPHEN E. BRESKI, P.E., RS**  
**Director of Product Development**  
**Responsible Advisor**

**CURRENT CLIENT SERVICES**

Stephen E. Breski, a Senior Civil Engineer, is a Director for Reserve Advisors. Mr. Breski is responsible for the inspection and analysis of the condition of clients' properties, and recommending engineering solutions to prolong the lives of the components. He also forecasts capital expenditures for the repair and/or replacement of the property components and prepares technical reports on assignments. He is responsible for conducting Life Cycle Cost Analyses and Capital Replacement Forecast services and the preparation of Reserve Study Reports for condominiums, townhomes, planned unit developments and homeowner associations.

The following is a partial list of clients served by Stephen Breski demonstrating the breadth of experiential knowledge of community associations in construction and related systems.



**30 Park Place** - Located in downtown Manhattan in New York City, this 82-story luxury tower offers 157 private residences and 189 hotel guest suites. The building was designed by renowned architect Robert A.M. Stern and is operated by the Four Seasons staff. On the 37<sup>th</sup> floor the residences enjoy their private amenity area complete with a fitness center and film screening room. The hotel includes a spa and indoor swimming pool.

**Merion Golf Club** - Located in the suburbs of Philadelphia, PA, this club was founded in 1865 as the Merion Cricket Club. Later, the Merion Cricket Club founded the Merion Golf Club in 1896 and has been an iconic golf club since. Merion Golf Club's East Course is consistently ranked as one of the top golf courses and has hosted five U.S. Opens featuring champions Ben Hogan (1950), Lee Trevino and his playoff victory over Jack Nicklaus (1971) and, most recently, Justin Rose (2013).

**Saint Sophia Greek Orthodox Cathedral** - Located in Northwest Washington, D.C., the cornerstone of this cathedral was laid by President Dwight D. Eisenhower in 1956. A second building was constructed in addition to the cathedral in 2004. This building, known as the Education and Activities Center, includes classrooms and a library.

**Big Bass Lake Community Association, Inc.** - Located in Gouldsboro, Pennsylvania, this community features three dams which provide the 1,655 single family homes with over 850,000 square yards of surface area for boating and recreation. Residents enjoy a clubhouse, a recreational center, a ski hill, docks, recreational courts, beaches and playgrounds. The Association also maintains an administration building, maintenance shop, sales office and library.

**Woodmont Country Club** - This exclusive club was established more than 100 years ago. The elegant design of Woodmont's Clubhouse, incorporates several dining venues, a grand ballroom and an expansive fitness and wellness center. The clubhouse overlooks Woodmont's two premiere golf courses, swimming complex and 22 *Har-Tru* tennis courts.

**PRIOR RELEVANT EXPERIENCE**

Before joining Reserve Advisors, Mr. Breski worked for a private construction management company in Pittsburgh, Pennsylvania, where he was working as a cost estimator. Prior to working as an estimator, Mr. Breski also worked for the nation's largest provider of wireless infrastructure, where he assisted in the structural analysis of cell phone towers. Mr. Breski attended the Swanson School of Engineering at the University of Pittsburgh where he attained his Bachelor of Science degree in Civil and Environmental Engineering. His studies focused on Structural Engineering.

**EDUCATION**

University of Pittsburgh - B.S. Civil and Environmental Engineering

**PROFESSIONAL AFFILIATIONS**

*Professional Engineer (P.E.) – District of Columbia*

*Reserve Specialist (RS) – Community Association Institute*



**ALAN M. EBERT, P.E., PRA, RS**  
**Director of Quality Assurance**

**CURRENT CLIENT SERVICES**

Alan M. Ebert, a Professional Engineer, is the Director of Quality Assurance for Reserve Advisors. Mr. Ebert is responsible for the management, review and quality assurance of reserve studies. In this role, he assumes the responsibility of stringent report review analysis to assure report accuracy and the best solution for Reserve Advisors' clients.

Mr. Ebert has been involved with thousands of Reserve Study assignments. The following is a partial list of clients served by Alan Ebert demonstrating his breadth of experiential knowledge of community associations in construction and related buildings systems.



**Brownsville Winter Haven** Located in Brownsville, Texas, this unique homeowners association contains 525 units. The Association maintains three pools and pool houses, a community and management office, landscape and maintenance equipment, and nine irrigation canals with associated infrastructure.

**Rosemont Condominiums** This unique condominium is located in Alexandria, Virginia and dates to the 1940's. The two mid-rise buildings utilize decorative stone and brick masonry. The development features common interior spaces, multi-level wood balconies and common asphalt parking areas.

**Stillwater Homeowners Association** Located in Naperville, Illinois, Stillwater Homeowners Association maintains four tennis courts, an Olympic sized pool and an upscale ballroom with commercial-grade kitchen. The community also maintains three storm water retention ponds and a detention basin.

**Birchfield Community Services Association** This extensive Association comprises seven separate parcels which include 505 townhome and single family homes. This Community Services Association is located in Mt. Laurel, New Jersey. Three lakes, a pool, a clubhouse and management office, wood carports, aluminum siding, and asphalt shingle roofs are a few of the elements maintained by the Association.

**Oakridge Manor Condominium Association** Located in Londonderry, New Hampshire, this Association includes 104 units at 13 buildings. In addition to extensive roads and parking areas, the Association maintains a large septic system and significant concrete retaining walls.

**Memorial Lofts Homeowners Association** This upscale high rise is located in Houston, Texas. The 20 luxury units include large balconies and decorative interior hallways. The 10-story building utilizes a painted stucco facade and TPO roof, while an on-grade garage serves residents and guests.

**PRIOR RELEVANT EXPERIENCE**

Mr. Ebert earned his Bachelor of Science degree in Geological Engineering from the University of Wisconsin-Madison. His relevant course work includes foundations, retaining walls, and slope stability. Before joining Reserve Advisors, Mr. Ebert was an oilfield engineer and tested and evaluated hundreds of oil and gas wells throughout North America.

**EDUCATION**

University of Wisconsin-Madison - B.S. Geological Engineering

**PROFESSIONAL AFFILIATIONS/DESIGNATIONS**

*Professional Engineering License* – Wisconsin, North Carolina, Illinois, Colorado

*Reserve Specialist (RS)* - Community Associations Institute

*Professional Reserve Analyst (PRA)* - Association of Professional Reserve Analysts





**CHRISTOPHER C. DEWALL, P.E., PRA, RS**  
**Vice President of Product Development**

**CURRENT CLIENT SERVICES**

Christopher C. DeWall, a Professional Engineer, is a Vice President for Reserve Advisors. Mr. DeWall has been with Reserve Advisors since 2008 and is responsible for the inspection and analysis of the property's current condition, recommending engineering solutions to prolong the lives of building components, forecasting capital expenditures for the repair and/or replacement of the property components, and technical report preparation on assignments. He is responsible for conducting Life Cycle Cost Analysis and Capital Replacement Forecast services and the preparation of Reserve Study Reports for high and midrise buildings, country clubs, and townhomes and homeowner associations. Christopher DeWall often serves as Quality Assurance Reviewer for all types of developments to ensure our reports maintain the level of quality which is expected of our firm.



The following is a partial list of clients served by Christopher DeWall demonstrating his breadth of experiential knowledge of community associations in construction and related buildings systems.

**North Bank Condominium Home Owners Association** - The definition of old meets new in two conjoined buildings in the arena district of Columbus, Ohio. A 20-story tower of wall-to-ceiling windows was built in 2006 next to the historic A&P grocery warehouse originally constructed in 1926. This unique combination of 103 units provides the option of a converted warehouse style loft or a high-rise apartment with stunning views of the Columbus skyline.

**Riverwalk Plaza Condominium Association** - This consists of two converted warehouse buildings from the late 1800s in the Third Ward of Milwaukee, Wisconsin. The Association houses 75 loft style units with exposed Cream City brick and is situated directly on the Milwaukee River.

**Carillon Adult Master Association** - A planned unit development of 2,100+ homes between 16 separate associations in Plainfield, Illinois. This active adult community includes a 32,000-square foot clubhouse complete with wood shop, ceramics room, exercise room, indoor pool and theater. Additional amenities include two outdoor pools, bocce and shuffleboard courts, and tennis/pickle ball courts nestled amongst a private 27-hole golf course.

**Prairie Park at Wheeling Condominium Association** - This midrise community of 240 units in four buildings is located in Wheeling, Illinois. The property includes an elaborate waterfall at the entrance to the community and a clubhouse with indoor pool for year round entertainment.

**Belfair Property Owners Association** - A private golf community situated on the Belfair Plantation is five miles from Hilton Head Island. Magnificent oak trees over one hundred years old line the entrance to this property that dates back to the plantation built in 1811. The community amenities include a recently expanded clubhouse, two 18-hole golf courses, pool and exercise buildings and a state-of-the-art 29-acre practice facility. Belfair offers freshwater lakes, saltwater marshes and South Carolina wildlife.

**PRIOR RELEVANT EXPERIENCE**

Before joining Reserve Advisors, Mr. DeWall attended the University of Wisconsin in Madison, Wisconsin where he attained his Bachelor of Science degree in Mechanical Engineering. At the University of Wisconsin, Mr. DeWall helped design and fabricate a wheelchair with a seat capable of raising and lowering to and from the ground. Mr. DeWall is also the proud owner of a patent for a trigger lock on a pressure washer gun he developed while interning at Briggs and Stratton Power Products.

**EDUCATION**

University of Wisconsin - B.S. Mechanical Engineering

**PROFESSIONAL AFFILIATIONS**

*Professional Engineer (P.E.)* – Wisconsin, Illinois and Florida

*Professional Reserve Analyst (PRA)* - Association of Professional Reserve Analysts

*Reserve Specialist (RS)* - Community Associations Institute



## RESOURCES

Reserve Advisors utilizes numerous resources of national and local data to conduct its Professional Services. A concise list of several of these resources follows:

**Association of Construction Inspectors**, (ACI) the largest professional organization for those involved in construction inspection and construction project management. ACI is also the leading association providing standards, guidelines, regulations, education, training, and professional recognition in a field that has quickly become important procedure for both residential and commercial construction, found on the web at [www.iami.org](http://www.iami.org).

**American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.**, (ASHRAE) the American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc., devoted to the arts and sciences of heating, ventilation, air conditioning and refrigeration; recognized as the foremost, authoritative, timely and responsive source of technical and educational information, standards and guidelines, found on the web at [www.ashrae.org](http://www.ashrae.org). Reserve Advisors actively participates in its local chapter and holds individual memberships.

**Community Associations Institute**, (CAI) America's leading advocate for responsible communities noted as the only national organization dedicated to fostering vibrant, responsive, competent community associations. Their mission is to assist community associations in promoting harmony, community, and responsible leadership.

**Marshall & Swift / Boeckh**, (MS/B) the worldwide provider of building cost data, co-sourcing solutions, and estimating technology for the property and casualty insurance industry found on the web at [www.marshallswift.com](http://www.marshallswift.com).

**R.S. Means CostWorks**, North America's leading supplier of construction cost information. As a member of the Construction Market Data Group, Means provides accurate and up-to-date cost information that helps owners, developers, architects, engineers, contractors and others to carefully and precisely project and control the cost of both new building construction and renovation projects found on the web at [www.rsmeans.com](http://www.rsmeans.com).

Reserve Advisors' library of numerous periodicals relating to reserve studies, condition analyses, chapter community associations, and historical costs from thousands of capital repair and replacement projects, and product literature from manufacturers of building products and building systems.



## 7. DEFINITIONS

Definitions are derived from the standards set forth by the Community Associations Institute (CAI) representing America's 305,000 condominium and homeowners associations and cooperatives, and the Association of Professional Reserve Analysts, setting the standards of care for reserve study practitioners.

**Cash Flow Method** - A method of calculating Reserve Contributions where contributions to the reserve fund are designed to offset the variable annual expenditures from the reserve fund. Different Reserve Funding Plans are tested against the anticipated schedule of reserve expenses until the desired funding goal is achieved.

**Component Method** - A method of developing a Reserve Funding Plan with the total contribution is based on the sum of the contributions for individual components.

**Current Cost of Replacement** - That amount required today derived from the quantity of a *Reserve Component* and its unit cost to replace or repair a Reserve Component using the most current technology and construction materials, duplicating the productive utility of the existing property at current *local* market prices for *materials*, *labor* and manufactured equipment, contractors' overhead, profit and fees, but without provisions for building permits, overtime, bonuses for labor or premiums for material and equipment. We include removal and disposal costs where applicable.

**Fully Funded Balance** - The Reserve balance that is in direct proportion to the fraction of life "used up" of the current Repair or Replacement cost similar to Total Accrued Depreciation.

**Funding Goal (Threshold)** - The stated purpose of this Reserve Study is to determine the adequate, not excessive, minimal threshold reserve balances.

**Future Cost of Replacement** - *Reserve Expenditure* derived from the inflated current cost of replacement or current cost of replacement as defined above, with consideration given to the effects of inflation on local market rates for materials, labor and equipment.

**Long-Lived Property Component** - Property component of Woodland Park responsibility not likely to require capital repair or replacement during the next 30 years with an unpredictable remaining Useful Life beyond the next 30 years.

**Percent Funded** - The ratio, at a particular point of time (typically the beginning of the Fiscal Year), of the actual (or projected) Reserve Balance to the Fully Funded Balance, expressed as a percentage.

**Remaining Useful Life** - The estimated remaining functional or useful time in years of a *Reserve Component* based on its age, condition and maintenance.

**Reserve Component** - Property elements with: 1) Woodland Park responsibility; 2) limited Useful Life expectancies; 3) predictable Remaining Useful Life expectancies; and 4) a replacement cost above a minimum threshold.

**Reserve Component Inventory** - Line Items in *Reserve Expenditures* that identify a *Reserve Component*.

**Reserve Contribution** - An amount of money set aside or *Reserve Assessment* contributed to a *Reserve Fund* for future *Reserve Expenditures* to repair or replace *Reserve Components*.

**Reserve Expenditure** - Future Cost of Replacement of a Reserve Component.

**Reserve Fund Status** - The accumulated amount of reserves in dollars at a given point in time, i.e., at year end.

**Reserve Funding Plan** - The portion of the Reserve Study identifying the *Cash Flow Analysis* and containing the recommended Reserve Contributions and projected annual expenditures, interest earned and reserve balances.

**Reserve Study** - A budget planning tool that identifies the current status of the reserve fund and a stable and equitable Funding Plan to offset the anticipated future major common area expenditures.

**Useful Life** - The anticipated total time in years that a *Reserve Component* is expected to serve its intended function in its present application or installation.



## 8. PROFESSIONAL SERVICE CONDITIONS

**Our Services** - Reserve Advisors, LLC ("RA") performs its services as an independent contractor in accordance with our professional practice standards and its compensation is not contingent upon our conclusions. The purpose of our reserve study is to provide a budget planning tool that identifies the current status of the reserve fund, and an opinion recommending an annual funding plan, to create reserves for anticipated future replacement expenditures of the subject property. The purpose of our energy benchmarking services is to track, collect and summarize the subject property's energy consumption over time for your use in comparison with other buildings of similar size and establishing a performance baseline for your planning of long-term energy efficiency goals.

Our inspection and analysis of the subject property is limited to visual observations, is noninvasive and is not meant to nor does it include investigation into statutory, regulatory or code compliance. RA inspects sloped roofs from the ground and inspects flat roofs where safe access (stairs or ladder permanently attached to the structure) is available. Our energy benchmarking services with respect to the subject property is limited to collecting energy and utility data and summarizing such data in the form of an Energy Star Portfolio Manager Report or any other similar report, and hereby expressly excludes any recommendations with respect to the results of such energy benchmarking services or the accuracy of the energy information obtained from utility companies and other third-party sources with respect to the subject property. The reserve report and any energy benchmarking report (i.e., any Energy Star Portfolio Manager Report) (including any subsequent revisions thereto pursuant to the terms hereof, collectively, the "Report") are based upon a "snapshot in time" at the moment of inspection. RA may note visible physical defects in the Report. The inspection is made by employees generally familiar with real estate and building construction. Except to the extent readily apparent to RA, RA cannot and shall not opine on the structural integrity of or other physical defects in the property under any circumstances. Without limitation to the foregoing, RA cannot and shall not opine on, nor is RA responsible for, the property's conformity to specific governmental code requirements for fire, building, earthquake, occupancy or otherwise.

RA is not responsible for conditions that have changed between the time of inspection and the issuance of the Report. RA does not provide invasive testing on any mechanical systems that provide energy to the property, nor can RA opine on any system components that are not easily accessible during the inspection. RA does not investigate, nor assume any responsibility for any existence or impact of any hazardous materials, such as asbestos, urea-formaldehyde foam insulation, other chemicals, toxic wastes, environmental mold or other potentially hazardous materials or structural defects that are latent or hidden defects which may or may not be present on or within the property. RA does not make any soil analysis or geological study as part of its services, nor does RA investigate vapor, water, oil, gas, coal, or other subsurface mineral and use rights or such hidden conditions, and RA assumes no responsibility for any such conditions. The Report contains opinions of estimated replacement costs or deferred maintenance expenses and remaining useful lives, which are neither a guarantee of the actual costs or expenses of replacement or deferred maintenance nor a guarantee of remaining useful lives of any property element.

RA assumes, without independent verification, the accuracy of all data provided to it. Except to the extent resulting from RA's willful misconduct in connection with the performance of its obligations under this agreement, you agree to indemnify, defend, and hold RA and its affiliates, officers, managers, employees, agents, successors and assigns (each, an "RA Party") harmless from and against (and promptly reimburse each RA Party for) any and all losses, claims, actions, demands, judgments, orders, damages, expenses or liabilities, including, without limitation, reasonable attorneys' fees, asserted against or to which any RA Party may become subject in connection with this engagement, including, without limitation, as a result of any false, misleading or incomplete information which RA relied upon that was supplied by you or others under your direction, or which may result from any improper use or reliance on the Report by you or third parties under your control or direction or to whom you provided the Report. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, THE AGGREGATE LIABILITY (IF ANY) OF RA WITH RESPECT TO THIS AGREEMENT AND RA'S OBLIGATIONS HEREUNDER IS LIMITED TO THE AMOUNT OF THE FEES ACTUALLY RECEIVED BY RA FROM YOU FOR THE SERVICES AND REPORT PERFORMED BY RA UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. YOUR REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE YOUR SOLE REMEDIES FOR ANY FAILURE OF RA TO COMPLY WITH ITS OBLIGATIONS HEREUNDER OR OTHERWISE. RA SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS AND LOST SAVINGS, LOSS OF USE OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF RA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL RA BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. RA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR OF ANY NATURE, WITH REGARD TO THE SERVICES AND THE REPORT, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Report** - RA will complete the services in accordance with the Proposal. The Report represents a valid opinion of RA's findings and recommendations with respect to the reserve study and is deemed complete. RA will consider any additional information made available to RA within 6 months of issuing the Report and issue a revised Report based on such additional information if a timely request for a revised Report is made by you. RA retains the right to withhold a revised Report if payment for services was not tendered in a timely manner. All information received by RA and all files, work papers or documents developed by RA during the course of the engagement shall remain the property of



RA and may be used for whatever purpose it sees fit. RA reserves the right to, and you acknowledge and agree that RA may, use any data provided by you in connection with the services, or gathered as a result of providing such services, including in connection with creating and issuing any Report, in a de-identified and aggregated form for RA's business purposes.

**Your Obligations** - You agree to provide us access to the subject property for an inspection. You agree to provide RA all available, historical and budgetary information, the governing documents, and other information that we request and deem necessary to complete the Report. Additionally, you agree to provide historical replacement schedules, utility bills and historical energy usage files that RA requests and deems necessary to complete the energy benchmarking services, and you agree to provide any utility release(s) reasonably requested by RA permitting RA to obtain any such data and/or information from any utility representative or other third party. You agree to pay actual attorneys' fees and any other costs incurred to collect on any unpaid balance for RA's services.

**Use of Our Report and Your Name** - Use of the Report is limited to only the purpose stated herein. You acknowledge that RA is the exclusive owner of all intellectual property rights in and relating to the Report. You hereby acknowledge that any use or reliance by you on the Report for any unauthorized purpose is at your own risk and that you will be liable for the consequences of any unauthorized use or distribution of the Report. Use or possession of the Report by any unauthorized third party is prohibited. The Report in whole or in part ***is not and cannot be used as a design specification for design engineering purposes or as an appraisal.*** You may show the Report in its entirety to the following third parties: members of your organization (including your directors, officers, tenants and prospective purchasers), your accountants, attorneys, financial institutions and property managers who need to review the information contained herein, and any other third party who has a right to inspect the Report under applicable law including, but not limited to, any government entity or agency, or any utility companies. Without the written consent of RA, you shall not disclose the Report to any other third party. By engaging our services, you agree that the Report contains intellectual property developed (and owned solely) by RA and agree that you will not reproduce or distribute the Report ***to any party that conducts reserve studies without the written consent of RA.***

RA will include (and you hereby agree that RA may include) your name in our client lists. RA reserves the right to use (and you hereby agree that RA may use) property information to obtain estimates of replacement costs, useful life of property elements or otherwise as RA, in its sole discretion, deems appropriate.

**Payment Terms, Due Dates and Interest Charges** - If reserve study and energy benchmarking services are performed by RA, then the retainer payment is due upon execution of this agreement and prior to the inspection by RA, and any balance is due net 30 days from the Report shipment date. If only energy benchmarking services are performed by RA, then the retainer payment is due upon execution of this agreement and any balance is due net 30 days from the Report shipment date. In any case, any balance remaining 30 days after delivery of the Report shall accrue an interest charge of 1.5% per month. Unless this agreement is earlier terminated by RA in the event you breach or otherwise fail to comply with your obligations under this agreement, RA's obligations under this agreement shall commence on the date you execute and deliver this agreement and terminate on the date that is 6 months from the date of delivery of the Report by RA. Notwithstanding anything herein to the contrary, each provision that by its context and nature should survive the expiration or early termination of this agreement shall so survive, including, without limitation, any provisions with respect to payment, intellectual property rights, limitations of liability and governing law.

**Miscellaneous** – Neither party shall be liable for any failures or delays in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority, riot, embargo, fuel or energy shortage, pandemic, wrecks or delays in transportation, or due to any other cause beyond such party's reasonable control; provided, however, that you shall not be relieved from your obligations to make any payment(s) to RA as and when due hereunder. In the event of a delay in performance due to any such cause, the time for completion or date of delivery will be extended by a period of time reasonably necessary to overcome the effect of such delay. You may not assign or otherwise transfer this agreement, in whole or in part, without the prior written consent of RA. RA may freely assign or otherwise transfer this agreement, in whole or in part, without your prior consent. This agreement shall be governed by the laws of the State of Wisconsin without regard to any principles of conflicts of law that would apply the laws of another jurisdiction. Any dispute with respect to this agreement shall be exclusively venued in Milwaukee County Circuit Court or in the United States District Court for the Eastern District of Wisconsin. Each party hereto agrees and hereby waives the right to a trial by jury in any action, proceeding or claim brought by or on behalf of the parties hereto with respect to any matter related to this agreement.



# Woodland Park Homeowners' Association, Inc.

Rules and Regulations



**CondoCerts**



# **WOODLAND PARK HOMEOWNERS' ASSOCIATION, INC.**

## **ARCHITECTURAL REGULATIONS and STATEMENTS of POLICY**

### **A SUMMARY OF ASSOCIATION COVENANTS**

Revised February 2010

## TABLE OF CONTENTS

I.	INTRODUCTION .....	1
II.	PROPOSAL EVALUATION .....	2
A.	Proposal Submittal .....	2
B.	County Approval .....	2
C.	Workmanship .....	2
D.	Project Scheduling .....	2
E.	Violations .....	3
F.	Exceptions to regulations .....	3
G.	Appeals .....	3
III.	LANDSCAPING .....	3
IV.	PROPERTY MAINTENANCE REQUIREMENTS .....	4
A.	Landscape Maintenance .....	4
B.	Outdoor Storage .....	5
C.	Painting .....	5
D.	Snow Removal .....	5
E.	Dumping .....	5
F.	Trash and Recycling Containers .....	5
G.	Pets .....	5
H.	Abandoned Article .....	5
V.	EXTERIOR ALTERATIONS REQUIREMENTS .....	6
A.	Fences .....	6
B.	Decks .....	6
C.	Patios .....	6
D.	Storage Sheds .....	7
E.	Storm Doors .....	7
F.	Front Lights .....	7
G.	House Numbers .....	7
H.	Deck/Patio Lights .....	7
I.	Aluminum and Vinyl Wrappings .....	7
J.	Replacement of siding (other than wood trim areas) .....	8
K.	Roof Tiles .....	8
VI.	ENFORCEMENT POLICY .....	8
A.	For Exterior Alteration Violations .....	9
B.	For Property Maintenance Violations .....	9
VII.	WOODLAND PARK IMPROVEMENTS PROCEDURE .....	10
VIII.	POLICIES AND PROCEDURES REGARDING THE SALE OF HOMES .....	10
IX.	ATTACHMENT 1 - ORIGINAL SIDING COLORS .....	1
X.	ATTACHMENT 2 – TOWNHOME COLOR CHART .....	3
XI.	ATTACHMENT 3 - REPLACEMENT ALUMINUM & VINYL SIDING COLORS .....	4
XII.	ATTACHMENT 4 – APPROVED DECK STAIN AND COMPOSITE DECKING .....	5
XIII.	ATTACHMENT 5 – ARCHITECTURAL REVIEW FORM INSTRUCTIONS .....	6
XIV.	ATTACHMENT 6 – ARCHITECTURAL REVIEW FORM .....	7



## **I. INTRODUCTION**

The planning and development of land within Woodland Park is subject to the Declaration of Covenants, Easements, Charges and Liens. The Covenants are deeded documents and part of the deeded title to every homeowner's property. The objectives of these Covenants are:

- to protect your property values and enhance the investment of neighboring home sites within Woodland Park by insuring a well planned and well maintained community.
- to create an attractive living environment through sound guidelines and design standards.
- to ensure harmonious relationships between architecture and landscaping through planning coordination and design continuity.

These Covenants provide for the review and approval of site and building plans by the community. The Board of Directors has established a committee called the Architectural Committee (AC) consisting of volunteer homeowners of Woodland Park.

The AC and the Board of Directors in accordance with Section 8.3 of the Covenants have adopted the following Regulations and Statements of Policy. These Covenants and Documents are to assist Woodland Park homeowners and AC members to preserve established community values. Included herein are the specifications and nomenclature for various materials used in the construction and maintenance of Woodland Park; a Proposal for Review form to be used when requesting changes to your property;

Proposal forms and/or questions regarding these regulations, or any community related matter, can be submitted to any AC member. The AC will meet and address subject proposals on a monthly basis and respond as soon as possible within five (5) days of the meeting. Additional proposal forms are available from the committee as needed.

The Architectural Committee will conduct a yearly evaluation of the Architectural regulations to determine if amendments are required. Homeowners are encouraged to submit recommendations for additions or changes to these regulations to the AC. The Board of Directors must ratify final approval of any amendments.

These Regulations and Statements of Policy shall be interpreted in conformity with the Declaration of Covenants.

## **II. PROPOSAL EVALUATION**

Proposals for review must conform to Sections 9.1 & 9.2 of Declaration of Covenants.

### **A. Proposal Submittal**

All improvement requests shall be submitted in writing on the attached Proposal for Review form (See Attachments 5 & 6) accompanied by an appropriate sketch and written description. No request will be considered unless they conform to these requirements. Any homeowner who begins or lets stand any exterior alteration which requires approval by the Architectural Committee, without first submitting the proper proposal, shall be cited, and susceptible to legal action by the Association.

Please note the heading "Neighbor Notification" on the proposal form. Signatures are necessary FOR NOTIFICATION PURPOSES ONLY. The AC will determine approval or disapproval of the project, but immediate neighbors should be made aware of your intentions. If, after several attempts, signatures cannot be obtained, mark the "Neighbor Notification" lines accordingly and submit the request to the AC. As a rule, if a project requires AC approval, it is necessary to notify your immediate neighbors and to obtain their signatures on the submission form.

### **B. County Approval**

Exterior alterations may require county building permits. County law requires each homeowner to obtain the needed permits and approvals from local county authorities. County approval does not guarantee AC approval and vice versa.

### **C. Workmanship**

The quality of work on all exterior alterations shall be in accordance with state and local building codes and construction standards to insure safety and visual quality. Work judged to be unsafe or visually disturbing due to poor quality standards will be subject to review by Howard County authorities' and the Board of Directors, which can result in the possible revision or removal at the owner's expense.

### **D. Project Scheduling**

All proposals for review must include an estimated completion date. If the time period is considered unreasonable, the AC may disapprove the request. Projects that remain uncompleted for long periods of time are visually objectionable and can be a safety hazard for neighbors and the community. Action will be taken by the Woodland Park Homeowners Association against projects that exceed the estimate by more than thirty (30) days.

**E. Violations**

Failure to submit a proposal for any project requiring approval is a violation that may warrant legal action by the Board of Directors resulting in possible property fines, removal and/or liens. Proceeding with a project for which approval has been denied is also a violation and is subject to these same penalties.

**F. Exceptions to regulations**

Requests for exceptions to the regulations and/or improvements that are not specifically covered should be submitted to the Architectural Committee for approval.

**G. Appeals**

Any owner has the right to appeal an AC decision, in writing, to the Board of Directors within twenty-one (21) days of the project denial. The Board of Directors' decision is final.

**III. LANDSCAPING**

Utilization of plants, trees and shrubs to further enhance home sites is encouraged but should be done with concern for their appropriate relationship to the surroundings. Care should be exercised in selecting plant materials which, upon maturity, will be of an appropriate size both in height and breadth for its intended use and location. Mature size, both in height and diameter, should always be considered, especially when planting close to walkways and houses.

Plants, trees, shrubs and flowers require routine maintenance. Over planting, over-maturity, offending odors/weeds or physical intrusions (roots or extending branches/thorns) from plants, trees or shrubs are violations and subject to AC action.

The following is a partial list of recommended plant material that may be used:

<b>Shade Trees</b>	<b>Evergreen Trees</b>	<b>Flowering Trees</b>
Red Maple Sugar Maple Green Ash American Sweetgum London Planetree Bradford Pear Pin Oak Willow Oak	Austrian Pine Eastern White Pine Scotch Pine Japanese Black Pine	Flowering Dogwood Common Crape Myrtle Kwanzan Oriental Cherry Ornamental Crabapple

Small landscape projects that affect less than 20% of the property (i.e., flower, gardens, planting of 1 or 2 trees) do not require AC approval. However, larger, more significant

undertakings (i.e., raised flower beds, grading alterations, complete removal of grass, tree groupings, landscape lighting) shall be submitted for AC review, complete with sketches and signatures verifying neighbor notification. It should be noted also that vegetable gardens larger than 3'x 4' are prohibited. Vegetable gardens must be located in the rear of the home but may not be within the 8' easement. Vegetable gardens located on the side or in the front of the home are prohibited.

Significant landscaping to common property requires approval by the Board of Directors. Individuals wishing to make smaller improvements to common property should check with the Board of Directors to avoid conflicts with community landscaping plans.

## **IV. PROPERTY MAINTENANCE REQUIREMENTS**

Woodland Park was designed with wide expanses of common area for the enjoyment of residents. Maintenance of these areas is very costly for the Association and it is everyone's responsibility to help keep these costs as low as possible. Proper use of common grounds is one way to keep costs down. Reporting problems to the Property Manager when first noticed should help keep repairs to a minimum.

The following requirements are intended to assist homeowners in maintaining their own property as well as the common areas. Several of these requirements are in accordance with county laws and should be adhered to without exception.

### **A. Landscape Maintenance**

It is the responsibility of the homeowners to maintain the lawn area of their property. Maintenance shall include:

- cutting grass at regular intervals such that grass height does not exceed 4 inches. It is recommended that grass be cut no shorter than 3 inches in the summer to prevent burnout, and no shorter than 2 inches through the fall and winter.
- fertilization, weed control and other general lawn care is recommended for overall appearance.
- plants, trees, shrubs and flowers require routine care. Over planting, over-maturity, offending odors/weeds or physical intrusions (roots or extending branches/thorns) from plants, trees or shrubs are offensive and should be corrected.

In addition to following the manufacture's instructions, extreme care should be exercised when applying any chemical spray or pesticides/poisons to your yard. If application of such products is necessary, notify neighbors of your intent to use a substance and the potential hazards to humans and pets.

**B. Outdoor Storage**

Areas under decks or within fenced yards must not be used for storage of debris or other unsightly items. Oversized articles, containers, etc. should be kept indoors or within approved storage sheds. Trash should be properly disposed of via county pickup.

**C. Painting**

Periodic painting is necessary to maintain the appearance and condition of the wood trim on each unit. This painting is the responsibility of the homeowner, however, overall uniformity would be achieved if all units of a building were painted at the same time. Group painting would also help keep the cost lower for each homeowner. A chart of the mandatory colors used for Woodland Park homes is attached to these guidelines (Attachment 2).

**D. Snow Removal**

County law requires each homeowner/resident to remove snow from the sidewalks in front of their home. It would be helpful if residents worked together to clear the common sidewalks between units and near mailboxes. Homeowners are reminded that only Old Stockbridge Road and the courts are the county's responsibility for snow removal. Courtyard parking spaces do not fall under county removal and clearing these spaces is the responsibility of Woodland Park homeowners/residents. Please do not use rock salt on sidewalks as it damages the concrete. Calcium chloride, peat moss, or kitty litter are good alternatives for melting ice and snow.

**E. Dumping**

Disposing of trash and/or organic material in the wooded areas surrounding Woodland Park is prohibited.

**F. Trash and Recycling Containers**

County law requires residents to use appropriate containers for trash. Plastic or metal containers with lids help prevent animals from spreading garbage over the community. Trash and recycling containers must be kept out of plain view and should be placed at the curb no earlier than 6pm on the night before county pickup.

**G. Pets**

County law and Woodland Park covenants require residents to clean up their pets' deposits from both personal and common property. County leash laws must be observed. Ignoring the law or covenants is unhealthy, irresponsible and illegal. Please respect the rights of others to a clean and safe environment.

**H. Abandoned Article**

Children's play things or various articles (buckets, hoses, tools) left on sidewalks or roadways detract from the appearance of the community and may pose a safety hazard. Homeowners are reminded that they may be liable for injuries and/or damages resulting from abandoned items. Proper storage of tools and toys will help avoid unpleasant situations and also maintain community appearance.

## **V. EXTERIOR ALTERATIONS REQUIREMENTS**

### **A. Fences**

Installation of fencing requires a submission for review and approval by the AC. The submission form requires immediate Neighbor Notification signatures. Listed below are guidelines for fencing:

- Height is established at six (6) feet.
- Materials are limited to pressure treated lumber left to weather naturally. No chain link fences will be approved.
- Style - it is recommended that a "board-on-board" or "semi-open" configuration, similar to existing privacy fences, be used.
- Limits - Fencing is restricted to your property line in the rear yard area. An eight (8) foot easement from the rear property line is required if there is no common ground behind the property. No fencing is permitted on any front yard, side yard, or common area. Easements may be required by the AC for properties adjacent to common ground.

### **B. Decks**

Installation of a deck requires a submission for review and approval by the AC. The submission form requires immediate Neighbor Notification signatures. Decks are an integral part of the design scheme at Woodland Park and as an extension of the house have a significant impact on its appearance. Generally, deck design should be strong but simple in form to accentuate but not overwhelm the design of the house. For this reason, deck material is restricted to pressure treated wood or composite decking materials listed in Attachment 4. Treatments with a clear stain water sealant or other preservative or stain as listed in Attachment 4 are also permitted. The maximum size of any deck is established at 18' x 12'. Deck design may vary and will be judged on an individual basis. However, units having two sliding glass doors in the living room must have a deck design that reaches from door to door. Sketches, accompanied by a written description of the project, are required and will enable the committee to expedite your request.

No privacy fence or divider may extend above the railing of an aboveground level deck. Any fences or dividers on decks on houses without basement walkouts must conform to the rules regarding fences and require AC approval. Other structures extending above the deck handrail require AC approval.

### **C. Patios**

Installation of a patio requires a submission for review and approval by the AC. The submission form must have immediate Neighbor Notification signatures. Patio designs may vary and will be judged on an individual basis. The size of the patio shall not exceed the 18' x 12' area governing deck sizes. The patio shape need not be limited to



a rectangular shape. Some suggested materials for patio construction are brick, slate, flagstone, concrete, or pressure treated wood left to weather naturally (use of clear water sealant is acceptable). Sketches, accompanied by a written description of the project, are required and will enable the AC to expedite your request.

**D. Storage Sheds**

Installation of a storage shed requires a submission for review and approval by the AC. The submission form must have Neighbor Notification signatures. Maximum size of a shed is established at 8' x 6'. Sheds constructed of either aluminum or non-pressure treated wood should be painted on all sides, to match the siding of the house. Sheds may also be stained with any of the approved deck stain colors from Attachment 4. Sheds constructed of pressure treated lumber should be left to weather naturally. Storage sheds must be placed adjacent to the existing privacy fences between units or against the back of the house. Placement in any other area will be reviewed for approval by the AC. The storage shed door must be attached and closable.

**E. Storm Doors**

Full view and mid view storm doors have been approved for use in Woodland Park. Installation of this type of storm door does not require a submission to the AC. Storm doors may be bronze/brown or painted to match the window/door frame color as listed in Attachment 2.

**F. Front Lights**

When replacing the external light fixture next to the front door, any satin nickel, brass or antique brass coach lamp design is considered appropriate. The light shall not obscure the house address number. Owners do not need the Architectural Committee's approval for such replacement, if a satin nickel, brass or antique brass coach lamp design is installed.

**G. House Numbers**

House numbers must be between 4" and 5" in height and must be readable from street level. House numbers must be located on the side of the house next to or under the front light or next to the front door frame.

**H. Deck/Patio Lights**

When replacing the deck or patio light fixture at the rear of the house, any standard small fixture (not to exceed 12 inches in height or 15 inches in width) may be used. This includes motion sensor or flood light designs. Owners do not need the Architectural Committee's approval for replacement, if these type fixtures and sizes are installed.

**I. Aluminum and Vinyl Wrappings**

There are times when some owners will determine that it is advantageous to cover the wood trim on their homes with either aluminum or vinyl wrapping. Such wrapping reduces future maintenance and combats continual wood rotting. Because aluminum colors available more closely match our home colors than available vinyl colors, it is

recommended that owners choose aluminum. **However, in order to maintain the architectural decor and original ambience of our community, owners should note that it is still the preference of the Association that owners use wood for the replacement of trim on Woodland Park homes.**

**Whenever an owner wants to install either aluminum or vinyl wrap over wood trim**, they **must** first obtain **approval from the AC**. Owners **must** comply with the provisions of these Architectural Regulations concerning submission of a proposal for AC approval. All applications for aluminum or vinyl wrap **for wood trim must** include color samples and description of the method of installation. All aluminum or vinyl wrap **must** match in the correct color scheme for the specific house as identified in Attachment 2. Any color aluminum or vinyl wrap that deviates from the colors listed in Attachment 2 of these regulations shall not be authorized for installation on any Woodland Park home. However, it is not necessary that all wood be covered or painted at the same time, as long as a reasonable person, standing at the curb, could not discern a difference between the color of the aluminum or vinyl wrap and the remainder of the house trim.

The owner **must** certify, in **writing** in the architectural approval request, that all rotted wood in the affected area will be **replaced with new wood prior to the installation of aluminum trim cover**. This protects the integrity of the trim and arrests the spread of any dry rot and carpenter pests.

**J. Replacement of siding (other than wood trim areas)**

A homeowner who replaces siding on their home in areas that were covered with aluminum siding at the time the home was built need **not** obtain AC approval if home owner uses applicable siding color and material specified in Attachment 3. The AC, however, **must** approve any deviations from Attachment 3.

**K. Roof Tiles**

Roof tiles **must** be of the applicable color of the homeowner's unit as specified in Attachment 2. If there is a deviation, the homeowner **must** receive approval from the AC.

## **VI. ENFORCEMENT POLICY**

Property owners shall comply with Sections IV-VII of these Regulations. The Architectural Committee shall conduct at least one annual walk-through of the community to determine if Covenant violations exist on any property. If the AC finds a violation, they shall notify the homeowner in writing. When a property is sold, the property owner shall ensure that the property is free of any covenant violations prior to settlement. The following procedures shall apply to correcting any Covenant violation(s):

**A. For Exterior Alteration Violations**

1. The owner shall be notified by regular mail to immediately cease, remove and/or obtain approval for the project. If necessary, a second letter shall be sent by certified mail, and the owner advised of the Association's intent to take legal action, as required.
2. Failure to comply shall result in the infraction being referred to an attorney and the Association proceeding with legal action.
3. Owner have the right to appeal such action to the Board of Directors. Appeals must be received by the Board within 14 calendar days after the owner is first notified of the exterior alteration violation. The Board's decision is final.

**B. For Property Maintenance Violations**

1. The owner shall be notified, in writing, and asked to correct the infraction.
2. Three types of letters will be sent on behalf of the AC:
  - a. First Violation Letter: This letter describes the violation(s) and requests that owner repair or fix the violation as soon as possible, most desirably within 30-60 days.
  - b. Second Violation Letter: This letter again advises owner of violation(s) with the same request for correction. Owner shall also be advised of the Association's right to enforce compliance through legal action.
  - c. Third and Final Violation Letter: Also known as a "30-day" letter. It sets a 30-day deadline to correct all violations, and advises owner that if all violations are not corrected by the deadline, the Association intends to proceed with whatever legal action is necessary to enforce compliance, including a lawsuit.
3. The owner has the right to appeal the infraction notification to the Board of Directors. Appeals must be received within 14 calendar days after the owner receives the first violation letter. The decision of the Board is final.
4. Infractions to the covenants may be reported by any owner and/or resident of Woodland Park. The infraction must be documented in writing, dated, signed, and submitted to the AC, the Board of Directors, or the Property Manager. Written complaints will be investigated and verified led by the AC within 10 days of receipt.

## **VII. WOODLAND PARK IMPROVEMENTS PROCEDURE**

All improvements fall into two classifications: Architectural Committee authorizations that are **needed** and those that are **not needed**.

### **A. Authorization needed**

1. All improvements that deviate from the Architectural Committee procedures.
2. All improvements that need drawings for approval.
3. All improvements that must comply with size configurations, such as fences, decks, patios, storage sheds and raised flower beds.

### **B. Authorization not needed**

1. All improvements, other than those listed above, that comply with Architectural Committee procedures, such as storm doors, front lights, deck/patio lights, landscaping, painting, roofing and siding.

## **VIII. POLICIES AND PROCEDURES REGARDING THE SALE OF HOMES**

The Covenants and the Bylaws of Woodland Park Homeowners Association, Inc. provide that the Board of Directors shall have the obligation and duty to provide for and enhance appearance and condition of property within Woodland Park. Further, the Board of Directors is empowered to enforce said Covenant provisions that require each homeowner to maintain the conditions and appearance of their property, and to fully pay all legal assessments. Therefore, the following policy and procedures shall be applicable to all Woodland Park homeowners, in compliance with Maryland state law and Association legal documents.

Maryland state law requires that owners selling their home must certify:

- (1) that there are no Covenant violations against the property, or specify the nature of existing Covenant violations, and
- (2) the status of Association assessments.

### **A. Policies**

1. Every owner of property in Woodland Park, when selling their home, and prior to the sale settlement date, **must** obtain from the Association certification

regarding the status of their Association assessments, and to the effect that: (a) there are "no Covenant violations" against their property, or (b) certification describing the nature of existing Covenant violations.

2. If a home is sold during winter, when outside repairs or painting are not practical, the **owner must obtain a "certification letter"** signed by the buyer, in which buyer acknowledges existing Covenant violations against the property, and certifies to accomplish repairs or painting within a reasonable period, as specified by the Association. The current owner must furnish this 'Buyer Certification Letter' to the Association at the time of settlement.

3. In the event that any property owner violates policies or procedures herein, the Association may bring suit against such owner in a court of law.

## **B. Procedures**

1. All property owners intending to sell their home must advise the Association's Property Manager (phone 443-796-7400) at the time that such sale is publicly advertised.

2. The Architectural Committee, acting for the Association, shall inspect the exterior property to determine if there are any Covenant violations. If any such Covenant violations exist, the Association shall formally advise the homeowner, in writing, via regular U. S. mail. The homeowner must correct all Covenant violations prior to receiving a certification of "No Covenant Violations" and prior to settlement.

3. If Covenant violations exist at time of sale, the Association shall issue a certification letter describing the Covenant violations and the current owner must obtain a written "certification letter" from buyer(s). In this 'Buyer Certification Letter,' buyer(s) shall acknowledge existing Covenant violations and certify that they agree to correct all Covenant violations within a reasonable period, as specified by the Association.

4. When the owner has received a signed contract for sale of the home, the owner shall so advise the Association. The Architectural Committee shall conduct a final inspection of the property, and the applicable certification letter shall be issued to the owner.

**NOTE: Owners who fail to comply with the law, the Declaration of Covenants, or these Architectural Regulations and Statements of Policy may cause delay in the settlement of the sale of their home.**

**IX. ATTACHMENT 1 - ORIGINAL SIDING COLORS****BRANCH WOOD COURT**

<b>HOUSE NUMBER</b>	<b>SIDING COLOR</b>			
	<b>Satin Beige</b>	<b>Cottage White</b>	<b>Concord Blue</b>	<b>Cameo Cream</b>
8001-8007	X			
8011-8017		X		
8021-8027			X	
8002-8008	X			
8012-8018				X

**FALLING LEAVES COURT**

<b>HOUSE NUMBER</b>	<b>SIDING COLOR</b>			
	<b>Satin Beige</b>	<b>Cottage White</b>	<b>Concord Blue</b>	<b>Cameo Cream</b>
7801-7807	X			
7811-7817		X		
7821-7827			X	
7831-7837				X
7802-7808				X
7812-7818			X	
7822-7828	X			
7832-7838		X		

**RUSTLING BARK COURT**

<b>HOUSE NUMBER</b>	<b>SIDING COLOR</b>			
	<b>Satin Beige</b>	<b>Cottage White</b>	<b>Concord Blue</b>	<b>Cameo Cream</b>
7901-7907				X
7911-7917			X	
7921-7927	X			
7902-7908		X		
7912-7918			X	
7922-7928				X

**ATTACHMENT 1 - ORIGINAL SIDING COLORS, cont'd****TALL TREES COURT**

<b>HOUSE NUMBER</b>	<b>SIDING COLOR</b>			
	<b>Satin Beige</b>	<b>Cottage White</b>	<b>Concord Blue</b>	<b>Cameo Cream</b>
8201-8207			X	
8211-8217				X
8221-8227	X			
8229-8235		X		
8200-8206		X		
8210-8216	X			
8220-8226				X
8230-8236			X	

**WHISTLING PINES COURT**

<b>HOUSE NUMBER</b>	<b>SIDING COLOR</b>			
	<b>Satin Beige</b>	<b>Cottage White</b>	<b>Concord Blue</b>	<b>Cameo Cream</b>
7801-7807		X		
7811-7817			X	
7821-7827				X
7831-7837	X			
7802-7808	X			
7812-7818				X
7822-7828			X	
7832-7838		X		

**WOODED GLEN COURT**

<b>HOUSE NUMBER</b>	<b>SIDING COLOR</b>			
	<b>Satin Beige</b>	<b>Cottage White</b>	<b>Concord Blue</b>	<b>Cameo Cream</b>
8101-8107			X	
8111-8117		X		
8121-8127	X			
8100-8106		X		
8110-8116			X	
8120-8126				X



## X. ATTACHMENT 2 – TOWNHOME COLOR CHART

PAINT COLORS									
SIDING COLOR	BRICK COLOR	ROOFING COLOR	FRONT DOOR	GARAGE DOOR	WINDOW / DOOR FRAME	CORNER*/ RAKES*, FREISEBOARD*	FOUNDATION	HANDRAILS	UTILITY BOXES MOUNTED on SIDING
Cottage White	Chesapeake Colonial	Tweed Blend	Georgetown Green	White	Cypress	Cromwell Green Or Cypress	Match existing color	Bronzetone #87 or Anodized Bronze	Cottage White
Concord Blue	Plantation	Weathered Wood	Old Colonial Red	Incense	Incense	Greystone Or Incense	See formula from Sherwin Williams	Bronzetone #87 or Anodized Bronze	Concord Blue
Cameo Cream	Plantation	Weathered Wood	Fairfax Brown	Incense	Fawn	Incense Or Fawn	Match existing color	Bronzetone #87 or Anodized Bronze	Cameo Cream
Satin Beige	Coppertone	Black Blend or Moire Black	Copperleaf	Wheat	Sage Green	Wheat Or Sage Green	Match existing color	Bronzetone #87 or Anodized Bronze	Satin Beige

\*Corner, Rakes, Freiseboards must all be painted the same color (i.e. you can not have Incense cornerboards & rakes with fawn freiseboards

Siding Manufacturer: See Attachment 3

Brick Manufacturer: Maryland Clay

Roof Manufacturer: Celotex (Black Blend), Certainteed (Moire Black) & Tamko

House Paint Manufacturer: McCormick Paints

Handrail Paint Manufacturer: Duron (Type: Duron Duraclad Industrial Coating, Alkyd Enamel, Satin Finish, Color: Bronzestone #87) or Rust-Oleum (Type: High Performance Protective Enamel (Oil-Based), Color: Anodized Bronze)

Foundation Paint Manufacturer: Sherwin Williams (Sherwin Williams SP Flat)

Foundation paint formula for houses with Concord Blue siding (As of May 18, 2001):

Sherwin Williams SP Flat Gallon Formula Exterior, Colorant OZ 32 64 128, L1 Blue - 4 - - , N1 Raw Umber - 8 - - , B1 Black - 44 - -

## XI. ATTACHMENT 3 - REPLACEMENT ALUMINUM & VINYL SIDING COLORS

(Matching Replacement Siding to the Original Siding Colors)

The approved colors for aluminum and vinyl replacements are listed below. These are the **ONLY** approved aluminum and vinyl replacement sidings authorized for Woodland Park homes. Current siding has a simulated 3 to 4 inch board overlap with some light wood grain. Owners must adhere to these colors and match as close as possible to size and simulated pattern.

If an owner wishes to vary from the approved replacement sidings listed below, they must apply for and receive approval from the Architectural Committee, prior to starting any installation. If an owner violates this provision, the Association reserves the right to pursue legal remedy to have the siding removed at the homeowner's expense.

ORIGINAL SIDING COLOR	APPROVED ALUMINUM SIDING REPLACEMENT (As of June 2002)	APPROVED VINLY SIDING REPLACEMENT (As of June 2002)
Cottage White	Not Available	Brand: Certainteed Color: Antique Linen
Concord Blue	Brand: AlSCO Aluminum Color: Slate Blue #225	Not Available
Cameo Cream	Brand: AlSCO Aluminum Color: Ivory #004	Brand: Alside Vinyl Odyssey Series Color: Adobe Cream
Sating Beige	Not Available	Brand: Royal Crest Vinyl Color: Royal Sand

## XII. ATTACHMENT 4 – APPROVED DECK STAIN AND COMPOSITE DECKING

Deck colors have been chosen to be consistent with the natural wooded surroundings that make our community so special. Decks in the Woodland Park community must be built, and maintained in a muted or weathered natural wood tone. For this reason, deck materials are restricted to pressure treated wood, Cedar, and Ipe (Ironwood) as well as Composite decking with wood grain texture in selected colors.

All types of wood decks should be sealed with a clear preservative or stained with a conforming stain color. Stains may be of Semi-transparent, Semi-solid, or Solid color.

The colors of Composite Decking must conform to the same colors as deck stains. The decking, railing, and structure must be uniform in color. Solid color stains that exactly match the color of many brands of composite decking are available. A list of pre-approved colors has been provided. The use of these colors does not require AC approval. If a desired color or manufacturer is not listed, it may be submitted for AC approval. The colors White or Redwood will not be approved.

APPROVED DECK STAIN COLORS	
Manufacturer/Brand	Color
Cabot – Decking Stains	Golden Husk, New Cedar, Red Cedar, Ochre, Thatch
Cabot – Clear Solutions	Natural, Cedar, Heartwood, Weathered Gray
Behr – Deck Plus	Golden Beige, Cedar, Cedar Naturaltone, Red Cedar, Antique Brass, Fawn, Harbor Gray
Flood - CWF	Natural, Cedar, Honey Gold, Chestnut
Olympic Waterproofing Sealants	Honey Gold, Cedar Naturaltone, Clear
Olympic Semi – Transparent Stain	Cedar Naturaltone, Weathered Barn Board, Light Mocha, Ginger
Olympic Solid Color	Heritage Gray, Beachwood, Woodchuck, Cypress Earth

APPROVED COMPOSITE DECKING	
Manufacturer/Brand	Color
Veranda	Buff Cedar (discontinued)
Trex	Natural, Winchester Gray, Saddle, Madiera, Cayenne, Burnished Amber
Weathered Best	Driftwood Gray, Pacific Cedar
ChoiceDek	Sandstone, Woodtone
EverGrain	Cedar, Cape Cod Gray, Weathered Wood
Elements	Cape Cod Gray, Weathered Wood
TimberTech	Cedar, Grey

### **XIII. ATTACHMENT 5 – ARCHITECTURAL REVIEW FORM INSTRUCTIONS**

Please follow the instructions below. For your convenience, a copy of the form is on the next page.

<b>STEP</b>	<b>ACTION</b>
1	Fill in your name, date of request, street address and phone number
2	<p>For each item listed, provide information regarding the size, color, material, and relative location, as well as the approximate date of installation (month and year). For example, DECK: 6/96, 12' x 18', natural wood, off kitchen; PATIO: 7/96, 10' x 12', gray slate and railroad ties, under deck, etc.</p> <p>PLANS or SKETCHES: Remember that you are asking other people to understand your request for an exterior alteration. Therefore, please be neat and clear. Use graph paper, if possible. Sketches should be nearly to-scale but exactness is not important. Most importantly, this should show location and size of all existing alterations relative to your house. Show location of your home, all items listed on the form, items for which you have previous approvals, any significant landscaping features, and the dimensions of structures and significant landscaping. Indicate height of decks, fences, etc.</p>
3	Obtain your neighbors' signatures on the form.
4	If you would like a signed approved copy for your records, please submit a duplicate of the form, along with the original.
5	Be sure to sign the form(s) at the bottom of page 2.
6	Send form(s) to the Property Manager per the instructions on the form.

If you have any questions, please contact the Property Manager at 443-796-7400.

**XIV. ATTACHMENT 6 – ARCHITECTURAL REVIEW FORM**

Note: Exterior alterations commenced without prior approval of the Architectural Control Committee are in violation of the Covenants and are completed at the applicant's own risk.

Please send the completed application to:

Cindy Fields, assistant to the Community manager Diane Miskimon, at:

[cfields@wpmlc.com](mailto:cfields@wpmlc.com)

WPM Real Estate Group, LLC

7 F Gwynns Mill Court Suite F

Owings Mills, MD 21117

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

Phone No: (h) \_\_\_\_\_ (w or c) \_\_\_\_\_

Email: \_\_\_\_\_

**Instructions to Applicant:**

All improvement requests must be accompanied by an appropriate sketch and written description. Sketches should be nearly to-scale, should show location and size of all existing alteration relative to your home and should include dimension structures and significant landscaping. No request will be considered unless they conform to these requirements.

Description of changes requested: \_\_\_\_\_

---

---

---

---

Estimated Start Date \_\_\_\_\_ Estimated Completion Date \_\_\_\_\_

Work being done by: Self \_\_\_\_\_ Contractor \_\_\_\_\_ Other \_\_\_\_\_

For fence, patio, or deck additions/modifications, please include notification signatures from both immediate neighbors. For all other requests, please obtain notification signatures from any two visually affected neighbors. Signatures indicate awareness of intent, not of approval or disapproval. Resident input may be given on any pending application.

Neighbor Name: \_\_\_\_\_ Neighbor Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

## Notes:

1. Nothing herein contained shall be construed to represent that alterations to land or buildings in accordance with these plans shall not violate any of the Building and Zoning Codes of Howard County, to which the above property is subject. Further, nothing herein contained shall be construed as a waiver of modification of any said restrictions.
2. Please allow up to twenty-one (21) days for review. If you have not received a response within twenty-one (21) days, please contact the Architectural Review Committee to check the status of your request. DO NOT begin work without first obtaining signature approval from the Architectural Review Committee. If you disagree with the final decision, you may file a written appeal to the Board of Directors within twenty-one (21) days of receipt.
3. Woodland Park Homeowners Association Architectural Review Committee approval of this application may not be the only approval required. Howard County approval may also be required. Therefore, it is the homeowner's responsibility to ensure compliance with all applicable restrictions.
4. Any homeowner who begins or lets stand any exterior alteration that requires approval by the Architectural Review Committee, without submitting a proposal, shall be cited, and susceptible to legal action by the association.
5. All proposals for review must include an estimated completion date. If the time period is considered unreasonable, the Architectural Review Committee may disapprove the request. Projects that remain uncompleted for long period of time are visually objectionable and can be a safety hazard to neighbors and the community. Action will be taken by the Woodland Park Homeowner's Association against any projects that exceed the estimate by more than thirty (30) days.

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

## ARCHITECTURAL REVIEW COMMITTEE ACTION:

- ☐ Application approved as submitted
- ☐ Application denied for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_

- ☐ Recommendations for re-submission:

\_\_\_\_\_  
\_\_\_\_\_

Woodland Park Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **WOODLAND PARK HOMEOWNERS ASSOCIATION, INC**

## **Architectural Review Request Form**

**Note: Exterior alterations commenced without prior approval of the Architectural Committee are in violation of the Convents and are completed at the applicant's own risk.**

Please send the completed application to: info@pelicanmgt.com or upload on your portal or mail to:

**Woodland Park Homeowners Association  
C/O Pelican Property Management  
8725 Loch Raven Blvd, Suite 201  
Towson, MD 21286**

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Street: \_\_\_\_\_

Phone #: (home) \_\_\_\_\_ (work) \_\_\_\_\_

Email: \_\_\_\_\_

Instructions to applicant: All improvement requests must be accompanied by and approved sketch and written description. Sketches should be nearly to-scale, should show location and size of all existing alteration relative to your home and should include dimension structures and significant landscaping. No request will be considered unless they conform to these requirements.

Description of change requested:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please obtain two signatures of visually affected neighbors. Signatures indicate awareness of intent, not of approval, or disapproval. Resident input may be given on any pending application.

1. Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name: \_\_\_\_\_  
Estimated Start Date: \_\_\_\_\_  
Estimated Completion Date: \_\_\_\_\_

2. Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name: \_\_\_\_\_  
Estimated Start Date: \_\_\_\_\_  
Estimated Completion Date: \_\_\_\_\_

Work Being Done By:

Self: \_\_\_\_\_ Contractor: \_\_\_\_\_ Other: \_\_\_\_\_



**Notes:**

1. Nothing herein contained shall be construed to represent those alterations to land or building in accordance with these plans shall not violate any of the building and zoning codes of Howard County, to which the above property is subject. Further, nothing herein contained shall be construed as a waiver of modification of any said restrictions.
2. Please allow up to thirty (30) days for review. If you disagree with the final decision, you may file a written appeal to the Board of Directors within ten (10) days of receipt.
3. Woodland Park Homeowners Association Architectural Review Committee approval of this application may not be the only approval required. Howard County approval may also be required. Therefore, it is the homeowner's responsibility to ensure compliance with all applicable restrictions.
4. Any homeowner who begins or lets stand any exterior alteration that requires approval by the Architectural Review Committee, without submitting a proposal, shall be cited, and susceptible to legal action by the association.
5. All proposals for review must include an estimated completion date. If the time period is considered unreasonable, the Architectural Review Committee may disapprove the request. Projects that remain incomplete for a long period of time are visually objectionable and can be a safety hazard to neighbors and the community. Action will be taken by the Woodland Park Homeowner's Association against any projects that exceed the estimate by more than thirty (30) days.

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

Architectural Review Committee Action:

- ☐ Application approved as Submitted.
- ☐ Application denied for the follow reasons:

---

---

---

- ☐ Recommendations for Re-submission:

---

---

---

Woodland Park Signature: \_\_\_\_\_ Date: \_\_\_\_\_

May 7, 2019

Hello Fellow Homeowner,

Spring is here and everyone is busy with projects. Here is what will be happening around Woodland Park starting mid-May through the summer:

- You may have noticed that the county trimmed the trees lining Old Stockbridge. The few dead ones they left behind will be removed by June 1<sup>st</sup>. EOS, our landscaping company, has since come around and trimmed/thinned trees on all the cul-de-sacs (where needed).
- The white fences throughout the community will be cleaned of the mold and mildew.
- It is obvious that erosion is a serious issue in Woodland Park. As you know, the board commissioned a Reserve Study in January (discussed at the February Meeting) and then had an engineer go through the community on foot with board members as well as the president of EOS in order to develop a long range plan to deal with these and other issues our community is facing. The first major project will be to repair three areas which are located on Wooded Glen, the hillside behind Wooded Glen that meets up with the school property and on Whistling Pines. There is obviously more that needs to be done; but to stay within a strict budget and make sure money is not wasted, the board chose to take it slow and in order of priority. We hope to do more work this fall but we won't know for sure until September if that will be possible.
- The Woodland Park Pond (which is what the County calls our Spillway) will be fenced by this August. The County will be installing a split rail fence lined in wire with a locking gate. They are paying for it, they will maintain it. They will also be addressing the 3 sinkholes located in and around the pond.

The Board voted the following changes to the Woodland Park Architectural Regulations and Statements of Policy dated February 2013:

- Located on the Townhome Color Chart (Attachment 2): the roofing color for COTTAGE WHITE SIDING is now HICKORY. It matches the old Tweed Blend almost exactly.
- Section V: Exterior Alterations Requirements found on page 6; under decks: where it begins, "No privacy fence or divider may extend".... IS NOW CHANGED TO: "A privacy fence and/or divider MAY extend above the railing of an above ground level deck. Privacy wall can be NO HIGHER than maximum of 9 feet measured from the base of the deck and NO LONGER than the actual depth of the deck (measured from back of house where deck is attached all the way to edge of deck). It must be of the same material as deck and same color deck. It must be submitted via an Architectural Request for approval, as it is a PERMANENT FIXTURE and ALTERS the original structure."

Seasonal Trellis can be NO HIGHER than maximum of 9 feet measured from the base of the deck and NO LONGER than the actual depth of the deck (measured from back of house where deck is attached all the way to the edge of deck). It can be wood, plastic or wrought iron and be in the shades of white, black (wrought iron only), natural wood, green or same color as deck. It can only be in place from normal spring planting season in Maryland and must be removed once plants have been killed in frost. NO PLASTIC PLANTS are on allowed on trellis, nor is trellis to be in place year-round.

Should you have any questions or require clarification, please send an email to [woodlandparkhoa@wpmlc.com](mailto:woodlandparkhoa@wpmlc.com). We kindly thank you for your cooperation!

Thank you,

Karen Lewthwaite  
President of the Woodland Park HOA



## Woodland Park Homeowners Association, Inc.

Erica McCauley  
7831 Whistling Pines Court  
Ellicott City, MD 21043

Date: 07/14/2020  
Subject: Letter to Homeowners

July 14, 2020

Dear Homeowner:

This is a reminder to all homeowners that any exterior repairs, exterior replacements and/or exterior installations of any kind must have an architectural form completed and submitted to the Woodland Park Board of Directors. **The architectural form shall be submitted to the board prior to starting any project, no matter how small it may be.** Once the entire board reviews and approves the arch form, you will receive an email stating that your request has been approved. Again, the approval comes from the **entire board of directors.**

**For your convenience enclosed is the architectural form.**

The following items are examples and practices that **are banned** within the community:

- Hot tubs
- Commercial vans
- Fire pits
- PODS
- Motorcycles siting on common area sidewalks (this is a huge liability to the master policy and can cause the insurance agent to cancel policy due to negligence)
- Camping tents on common areas and/or driveways
- RV's/Mobile homes on common areas and/or driveways
- Dumpsters on common areas and/or driveways

If you have any questions, please reach out the community's portfolio manager (management company-WPM) Diane Miskimon at [dmiskimon@wpmlc.com](mailto:dmiskimon@wpmlc.com) or via telephone at 443-796-7387.

Board of Directors, Woodland Park Homeowners Association





# Woodland Park Homeowners' Association, Inc.

W9 for Pelican



**CondoCerts**

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Pelican Property Management Company, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**8725 Loch Raven Blvd., Ste. 201**

Requester's name and address (optional)

6 City, state, and ZIP code

**Towson, MD 21286**

7 List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

#### Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

#### Employer identification number

4 6 - 4 8 6 8 7 6 5

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Frederick C. Williams, Jr., CFO*

Date ►

*1/19/23*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.