



## Abaris Real Estate Management, Inc.

1101 Wootton Parkway # 820, Rockville MD 20852

Maryland: 301-468-8919 · Fax: 301-468-0983

Virginia: 703-437-5800

abarisrealty.com

Dear Homeowners,

We are writing to ask for your participation in an upcoming Special Meeting and to vote on proposed changes to our community's rules. These changes will bring us into compliance with the Tower Oaks Master Declaration – the founding document created by the developer (EYA) when it began building our community.

The original Declaration states our community must include a mini market and a shuttle service operated by the Home Owners Association (HOA). Neither of these services worked out as originally intended.

EYA never built a mini market. A shuttle service ran for a short time in the early days of our community, but it was discontinued because it was lightly used and costly.

The Declaration also states "For Sale" signs for homes on the market may only be displayed on weekends. This rule is not currently enforced, and the HOA's Board of Directors believes it is in the community's best interest to allow For Sale signs to be displayed while a home is on the market.

### Why is this important?

When an HOA follows its Declarations, it keeps things fair, avoids legal trouble, and helps protect home values. To fix these issues, the HOA Board proposes amendments to the Declaration to address these issues:

- **4th Amendment to the Master Declaration:** Removes the requirement for a mini market and a shuttle service.
- **5th Amendment to the Master Declaration:** Changes the rule about For Sale signs so they may be displayed while a home is actively on the market, not just on weekends.

At the recent Annual Meeting of the Members held on May 27, 2026, more than 200 homeowners voted in favor of each amendment. However, at least 225 homeowners (or 60% of the community) must vote in favor for them to pass.

### Special Meeting and Voting

The HOA Board will hold a Special Meeting to give homeowners another chance to vote on the two proposed amendments. **The Special Meeting will be held on Wednesday, July 1, 2026 at 7 p.m.** The regular monthly Board of Directors meeting will be held immediately afterward.



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The meeting will be held virtually via Zoom. You can join by using the following link or phone number:

<https://abarisrealty.zoom.us/j/5311631097?pwd=K1ZxczFXUjZldldWWjJUaGtFdUxOUT09>

Dial-In: 301-715-8592

Meeting ID: 531-163-1097

**You do not need to attend the meeting to vote.**

To reach the required number of votes, we need at least 225 homeowners to complete their electronic proxy/ballot form, even if they do not plan to attend the meeting.

**Electronic Voting through VoteHOANow:**

Instructions on how to vote using the digital voting platform, VoteHOANow, will be emailed to homeowners in the coming days. Voting will start by June 12, 2026, at the latest. Please check your spam folder for emails from VoteHOANow.

**The deadline to cast your vote is July 1, 2026, at 11:59 p.m.** The vote results will be announced to the community on July 2, 2026.

We appreciate your time and look forward to receiving your vote.

Sincerely,

A handwritten signature in blue ink that reads 'Shireen Ambush'.

Shireen Ambush, PCAM, CPM  
Community Manager

**AFTER RECORDING RETURN TO:**

Cowie Law Group, P.C  
1321 Generals Hwy, Ste 302  
Crownsville, MD 21032  
Attn: Stanford L. Kimmel III, Esq.

Tax Parcel Nos.: See Schedule 1 Attached

**FOURTH AMENDMENT  
TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
THE RESERVE AT TOWER OAKS**

**THIS FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE RESERVE AT TOWER OAKS** (this "**Amendment**") is made this \_\_\_\_ day of \_\_\_\_\_, 2026 by **THE RESERVE AT TOWER OAKS HOMEOWNERS ASSOCIATION, INC.**, a Maryland non-profit corporation (the "**Master Association**"), for itself, its successors, grantees, and assigns.

RECITALS

**WHEREAS**, by a Master Declaration of Covenants, Conditions, and Restrictions of The Reserve at Tower Oaks (the "**Original Master Declaration**") recorded on January 17, 2019 in Book 57118 at page 501 among the Land Records for Montgomery County, Maryland (the "**Land Records**"), Reserve at Tower Oaks Declarant, LLC, a Delaware limited liability company (the "**Declarant**"), and the Master Association subjected certain real property situated in Montgomery County, Maryland as more particularly described therein to certain covenants, conditions and restrictions, and established a general scheme of development to be known as The Reserve at Tower Oaks (the "Community") thereupon; and

**WHEREAS**, the Original Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, and Restrictions of The Reserve at Tower Oaks (the "**First Amendment to Master Declaration**") recorded on August 11, 2021 in Book 63715 at page 155 among the Land Records; and

**WHEREAS**, the Original Master Declaration was further amended by a Second Amendment to Master Declaration of Covenants, Conditions, and Restrictions of The Reserve at Tower Oaks (the "**Second Amendment to Master Declaration**") recorded on October 26, 2021 in Book 64387 at page 197 among the Land Records; and

**WHEREAS**, the Original Master Declaration was further amended by a Third Amendment to Master Declaration of Covenants, Conditions, and Restrictions of The Reserve at Tower Oaks (the “**Third Amendment to Master Declaration**”) recorded on March 16, 2022 in Book 65417 at page 373 among the Land Records (the Original Master Declaration, as amended by the First Amendment to Master Declaration, Second Amendment to Master Declaration, and Third Amendment to Master Declaration, is referred to as the “**Declaration**”); and

**WHEREAS**, the Master Association is an entity incorporated under the laws of the State of Maryland by the filing of Articles of Incorporation with the Maryland State Department of Assessments and Taxation on or about December 19, 2018 for the purposes of governing the Community as set forth in the Declaration, as amended; and

**WHEREAS**, the Master Association, having authority pursuant to the Declaration, its Articles of Incorporation, and its Bylaws to enforce the provisions of the Declaration and the responsibility to, *inter alia*, maintain and operate the Community, is a homeowners association pursuant to the Maryland Homeowners Association Act, Title 11B of the Real Property Article of the Annotated Code of Maryland (the “**HOA Act**”); and

**WHEREAS**, the Master Association, pursuant to Section 11B-116 of the HOA Act, is empowered to amend the Declaration, notwithstanding the provisions thereof, by the affirmative vote of lot owners in good standing having at least 60% of the votes in the development; and

**WHEREAS**, the Declaration provides that the Community will include certain amenities and services to be operated and/or provided by the Master Association for the benefit of the Owners and Occupants of the Community, including, *inter alia*, a “**Mini Market**” and a “**Shuttle Service**”; and

**WHEREAS**, notwithstanding the Declaration, a Mini Market was not included in the Community as originally developed and the Master Association does not wish to operate a Mini Market or Shuttle Service; and

**WHEREAS**, the Master Association wishes to modify the Declaration for the purposes of correcting and clarifying the amenities included in the Community and the services to be operated and/or provided by the Master Association, by removing therefrom any and all provisions of the Declaration that reference the Mini Market and Shuttle Service; and

**WHEREAS**, the Association, having obtained the required percentage of affirmative votes to amend the Declaration pursuant to the HOA Act, desires to amend the provisions of the Declaration as set forth herein.

WITNESSETH

**NOW THEREFORE**, for the purposes aforesaid, and in accordance with the rights granted to the Association under the HOA Act, the Association does hereby state and declare as follows:

1. The foregoing recitals are hereby incorporated herein by this reference as fully set forth in this Section 1.

2. Article I, Section 53 is hereby amended by deleting the same in its entirety.

3. Article I, Section 72 is hereby amended by deleting the same in its entirety and inserting the following in lieu thereof:

**"Section 72. "Recreational Amenities"** shall mean and refer to the amenities approved for development within the Community pursuant to the Regulatory Approvals. Such Recreational Amenities may include a pool, playground, community center (including possible activity rooms, such as a fitness center, yoga room, and restrooms), and related open space, a multipurpose sports court and parks within the Community."

4. Article I Section 78 is hereby amended by deleting the same in its entirety.

5. Article IV, Section 1(a) is hereby amended by deleting the same in its entirety and inserting the following in lieu thereof:

“(a) Master Common Area Improvements. The Master Common Area Improvements shall include all of the improvements within the Master Common Area Parcels, including, without limitation, the Private Alleys within the Master Common Area Parcels, sidewalks along the Private Alleys (but specifically excluding all leadwalks, driveways and curbs adjacent to private driveways), all Storm Water Management Facilities, including, without limitation, the Private Stormwater Management System and the Bio-Retention Facilities, wherever they are located within the Community), all steps in the Master Common Area Parcels (but not steps or stoops on Lots which provide access into the Living Units), all Recreational Amenities, bike paths, all parks and seating areas within the Master Common Area Parcels, all lighting, furnishings, benches, trash receptacles, and equipment, if any, within the Master Common Area Parcels, all Community Landscaping, the Forest Conservation Area Access Easement, and all other improvements and facilities in the Master Common Area Parcels.”

6. Article IV, Section 2(j) is hereby amended by deleting the same in its entirety.

7. Article IV, Section 2(k) is hereby amended by deleting the same in its entirety.

8. Article IV, Section 5 is hereby amended by deleting the same in its entirety and inserting the following in lieu thereof:

“Section 5. **Personnel to Provide Services.** The Master Association shall engage knowledgeable persons to perform the Maintenance and other services required to be performed by the Master Association hereunder, including without limitation, the service required or recommended for the repair, Maintenance and or replacement of any Storm Water Management Facilities, and any other major or complex systems to be Maintained by the Master Association.”

9. Article IV, Section 8(d) is hereby amended by deleting the same in its entirety.

10. Article V, Section 3(a)(i) is hereby amended by deleting the same in its entirety and inserting the following in lieu thereof:

“(i) The cost of all Master Common Expenses and all operating expenses of the Master Common Areas and facilities thereon, including the services furnished to or in connection with the Master Common Areas and charges by the Master Association for any services furnished by it, including, without limitation, the operation of the Recreational Amenities, and, subject to the provisions of Article IX hereof, fees paid to any Management Agent for services provided to the Master Association with respect to performing the Master Association's obligations under this Master Declaration.”

11. Ratification. Except as otherwise expressly modified by the terms of this Amendment, the Declaration shall remain unchanged and continue in full force and effect.

12. Interpretation. Except as otherwise defined herein, all terms and phrases used in this Amendment that are defined in the Declaration shall have the same meaning as set forth in the Declaration. In the event of any conflict between the Declaration and this Amendment, the terms of this Amendment shall control.

13. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment.

14. Severability. If any restriction, condition, covenant or reservation contained in this Amendment shall at any time be held invalid or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation or any part thereof, shall be affected or impaired.

**IN WITNESS WHEREOF**, the undersigned President and Secretary of the Board of Directors of The Reserve at Tower Oaks Homeowners Association, Inc. have each acknowledged and executed this Fourth Amendment to Master Declaration of Covenants, Conditions, and Restrictions of The Reserve at Tower Oaks, effective as of the date set forth on the first page hereof, and hereby certify that they are the Officers designated in its governing documents to count the votes at a meeting of The Reserve at Tower Oaks Homeowners Association, Inc, and that the foregoing Amendment was approved by the affirmative vote of lot owners in good standing having at least 60% of the votes in the Reserve at Tower Oaks development pursuant to Section 11B-116 the Real Property Article of the Annotated Code of Maryland at a meeting held on [REDACTED], 2026.

**THE RESERVE AT TOWER OAKS  
HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_  
[REDACTED], President

**STATE OF MARYLAND, CITY/COUNTY OF MONTGOMERY TO WIT:**

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2026, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared

[REDACTED], who acknowledged themselves to be the President of the Board of Directors of The Reserve at Tower Oaks Homeowners Association, Inc., and that they, being authorized so to do, executed the foregoing instrument herein contained by signing for The Reserve at Tower Oaks Homeowners Association, Inc. in their capacity as President thereof.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**THE RESERVE AT TOWER OAKS  
HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_

\_\_\_\_\_, Secretary

**STATE OF MARYLAND, CITY/COUNTY OF MONTGOMERY TO WIT:**

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2026, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared

\_\_\_\_\_, who acknowledged themselves to be the Secretary of the Board of Directors of The Reserve at Tower Oaks Homeowners Association, Inc., and that they, being authorized so to do, executed the foregoing instrument herein contained by signing for The Reserve at Tower Oaks Homeowners Association, Inc. in their capacity as Secretary thereof.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**CERTIFICATION**

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals of the State of Maryland.

---

Stanford L. Kimmel III, Esq.

**AFTER RECORDING RETURN TO:**

Cowie Law Group, P.C  
1321 Generals Hwy, Ste 302  
Crownsville, MD 21032  
Attn: Stanford L. Kimmel III, Esq.

Tax Parcel Nos.: See Schedule 1 Attached

**FIFTH AMENDMENT  
TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
THE RESERVE AT TOWER OAKS**

**THIS FIFTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE RESERVE AT TOWER OAKS** (this "**Amendment**") is made this \_\_\_\_ day of \_\_\_\_\_, 2026 by **THE RESERVE AT TOWER OAKS HOMEOWNERS ASSOCIATION, INC.**, a Maryland non-profit corporation (the "**Master Association**"), for itself, its successors, grantees, and assigns.

RECITALS

**WHEREAS**, by a Master Declaration of Covenants, Conditions, and Restrictions of The Reserve at Tower Oaks (the "**Original Master Declaration**") recorded on January 17, 2019 in Book 57118 at page 501 among the Land Records for Montgomery County, Maryland (the "**Land Records**"), Reserve at Tower Oaks Declarant, LLC, a Delaware limited liability company (the "**Declarant**"), and the Master Association subjected certain real property situated in Montgomery County, Maryland as more particularly described therein to certain covenants, conditions and restrictions, and established a general scheme of development to be known as The Reserve at Tower Oaks (the "Community") thereupon; and

**WHEREAS**, the Original Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, and Restrictions of The Reserve at Tower Oaks (the "**First Amendment to Master Declaration**") recorded on August 11, 2021 in Book 63715 at page 155 among the Land Records; and

**WHEREAS**, the Original Master Declaration was further amended by a Second Amendment to Master Declaration of Covenants, Conditions, and Restrictions of The Reserve at Tower Oaks (the "**Second Amendment to Master Declaration**") recorded on October 26, 2021 in Book 64387 at page 197 among the Land Records; and

**WHEREAS**, the Original Master Declaration was further amended by a Third Amendment to Master Declaration of Covenants, Conditions, and Restrictions of The Reserve at Tower Oaks (the “**Third Amendment to Master Declaration**”) recorded on March 16, 2022 in Book 65417 at page 373 among the Land Records (the Original Master Declaration, as amended by the First Amendment to Master Declaration, Second Amendment to Master Declaration, and Third Amendment to Master Declaration, is referred to as the “**Declaration**”); and

**WHEREAS**, the Original Master Declaration was further amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, and Restrictions of The Reserve at Tower Oaks (the “**Fourth Amendment to Master Declaration**”) recorded on \_\_\_\_\_, 2026 in Book \_\_\_ at page \_\_ [or contemporaneously herewith] among the Land Records (the Original Master Declaration, as amended by the First Amendment to Master Declaration, Second Amendment to Master Declaration, and Third Amendment to Master Declaration, and Fourth Amendment to Master Declaration is referred to as the “**Declaration**”); and

**WHEREAS**, the Master Association is an entity incorporated under the laws of the State of Maryland by the filing of Articles of Incorporation with the Maryland State Department of Assessments and Taxation on or about December 19, 2018 for the purposes of governing the Community as set forth in the Declaration, as amended; and

**WHEREAS**, the Master Association, having authority pursuant to the Declaration, its Articles of Incorporation, and its Bylaws to enforce the provisions of the Declaration and the responsibility to, *inter alia*, maintain and operate the Community, is a homeowners association pursuant to the Maryland Homeowners Association Act, Title 11B of the Real Property Article of the Annotated Code of Maryland (the “**HOA Act**”); and

**WHEREAS**, the Master Association, pursuant to Section 11B-116 of the HOA Act, is empowered to amend the Declaration, notwithstanding the provisions thereof, by the affirmative vote of lot owners in good standing having at least 60% of the votes in the development; and

**WHEREAS**, the Declaration sets forth certain protective covenants, including, *inter alia*, restrictions applicable to the display of signs in the Community; and

**WHEREAS**, the Master Association wishes to modify the Declaration for the purposes of changing restrictions applicable to the display of sales/marketing signs for the resale of Living Units; and

**WHEREAS**, the Association, having obtained the required percentage of affirmative votes to amend the Declaration pursuant to the HOA Act, desires to amend the provisions of the Declaration as set forth herein.

WITNESSETH

**NOW THEREFORE**, for the purposes aforesaid, and in accordance with the rights granted to the Association under the HOA Act, the Association does hereby state and declare as follows:

1. The foregoing recitals are hereby incorporated herein by this reference as fully set forth in this Section 1.

2. Article VI, Section 2 (l) (“Signs”) is hereby amended by deleting the same in its entirety and inserting the following in lieu thereof:

“(1) Signs. Except for entrance signs, directional signs, signs for traffic control or safety, or other signs posted by **the Master Association** at the Property, or except as may be expressly permitted by **this subsection** or the Maryland Homeowners Association Act, as amended, and except for "No Parking" or limited hour or restricted parking signs for visitor parking areas, and except as permitted under Article VI, Section 1(a) hereof, no signs of any character shall be erected, posted, or displayed in a location that is visible from another Lot or Living Unit that does not comply with the Regulatory Approvals and the rules established by the Board of Directors. **One (1) temporary real estate sales/marketing sign shall be permitted in the front yard or window of a Living Unit while such Living Unit is actively being marketed for sale or rental. Temporary real estate sales/marketing signs shall be professionally printed on durable material and shall be of industry-standard dimensions, not to exceed a total sign area of ten (10) square feet, including any sign riders. Sign posts displaying temporary real estate sales/marketing signs shall not exceed a height of six feet six inches (6'6"). Such temporary real estate sales/marketing signs shall be removed promptly following the sale or rental of such Living Unit or once such Living Unit is no longer being actively marketed for sale or rental.** A sign on behalf of a candidate for public office or a slate of candidates for public office (which is defined as a "candidate sign" in Section 1 IB-111.2 of the Maryland Homeowners Association Act), and a sign that advertises the support or defeat of any question submitted to the voters in accordance with the Election Law Article of the Maryland Code, shall be permitted to be placed by an Owner on his Lot; provided, however, that no such signage may be posted in any portion of the Master Common Areas, and all such signage shall be in compliance with the provisions of all Federal, State, County and local Laws . Unless applicable Law requires that such signs be posted for lesser periods of time, all such signs on Lots may be posted for a period of thirty (30) days before the primary election, general election or vote on the proposition, and must be removed within seven (7) days after the primary election, general election or vote on the proposition. Any signs posted in violation of this Article IV, Section 2(1), may be removed by the Master Association and such Owner shall be subject to the provisions of Article VI, Sections 3(b) and 3( c) regarding violations of covenants and restrictions set forth in this Article VI.”

3. Ratification. Except as otherwise expressly modified by the terms of this Amendment, the Declaration shall remain unchanged and continue in full force and effect.

4. Interpretation. Except as otherwise defined herein, all terms and phrases used in this Amendment that are defined in the Declaration shall have the same meaning as set forth in the Declaration. In the event of any conflict between the Declaration and this Amendment, the terms of this Amendment shall control.

5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment.

6. Severability. If any restriction, condition, covenant or reservation contained in this Amendment shall at any time be held invalid or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation or any part thereof, shall be affected or impaired.

**IN WITNESS WHEREOF**, the undersigned President and Secretary of the Board of Directors of The Reserve at Tower Oaks Homeowners Association, Inc. have each acknowledged and executed this Fifth Amendment to Master Declaration of Covenants, Conditions, and Restrictions of The Reserve at Tower Oaks, effective as of the date set forth on the first page hereof, and hereby certify that they are the Officers designated in its governing documents to count the votes at a meeting of The Reserve at Tower Oaks Homeowners Association, Inc, and that the foregoing Amendment was approved by the affirmative vote of lot owners in good standing having at least 60% of the votes in the Reserve at Tower Oaks development pursuant to Section 11B-116 the Real Property Article of the Annotated Code of Maryland at a meeting held on [REDACTED], 2026.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**THE RESERVE AT TOWER OAKS  
HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_

\_\_\_\_\_, President

**STATE OF MARYLAND, CITY/COUNTY OF MONTGOMERY TO WIT:**

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2026, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared

\_\_\_\_\_, who acknowledged themselves to be the President of the Board of Directors of The Reserve at Tower Oaks Homeowners Association, Inc., and that they, being authorized so to do, executed the foregoing instrument herein contained by signing for The Reserve at Tower Oaks Homeowners Association, Inc. in their capacity as President thereof.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**THE RESERVE AT TOWER OAKS  
HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_

\_\_\_\_\_, Secretary

**STATE OF MARYLAND, CITY/COUNTY OF MONTGOMERY TO WIT:**

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2026, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared

\_\_\_\_\_, who acknowledged themselves to be the Secretary of the Board of Directors of The Reserve at Tower Oaks Homeowners Association, Inc., and that they, being authorized so to do, executed the foregoing instrument herein contained by signing for The Reserve at Tower Oaks Homeowners Association, Inc. in their capacity as Secretary thereof.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**CERTIFICATION**

I HEREBY CERTIFY that this instrument was prepared by me or under my direction and that I am an attorney admitted to practice before the Court of Appeals of the State of Maryland.

---

Stanford L. Kimmel III, Esq.