

DISCLOSURE STATEMENT
FOR
BAYWOODS OF ANNAPOLIS

June 2024

THE ISSUANCE OF A CERTIFICATE OF REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT OF BAYWOODS OF ANNAPOLIS BY THE MARYLAND DEPARTMENT OF AGING; NOR DOES IT ATTEST TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SET OUT IN THIS DISCLOSURE STATEMENT.

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BAYWOODS OF ANNAPOLIS
REVISED DISCLOSURE STATEMENT

SECTION 1. INTRODUCTION AND DESCRIPTION OF THE COMMUNITY

A. Introduction

This Disclosure Statement is intended to provide certain information about BayWoods Cooperative Housing Corporation dba BayWoods of Annapolis, a continuing care retirement community at 7101 Bay Front Drive, Annapolis, Maryland 21403 (the “*Community*”). This document is only a summary of certain aspects of the structure and operation of the Community, and is not intended to be a complete description. PLEASE CAREFULLY READ ALL OF THE AGREEMENTS AND OTHER DOCUMENTS INCLUDED AS EXHIBITS TO THIS DISCLOSURE STATEMENT AND INCLUDED IN THE COMMUNITY DOCUMENTS BOOK, OF WHICH THIS DISCLOSURE STATEMENT IS A PART, BEFORE MAKING A PURCHASE DECISION.

Pursuant to Section 10-424(a)(1) of the Human Services Article of the Annotated Code of Maryland, a disclosure statement containing the information contained herein is required to be given (i) to all prospective Subscribers of the Community before payment of any part of the Healthcare Access Fee (“Entrance Fee”) or execution of a continuing care agreement, and (ii) annually to all Residents of the Community upon request. The section numbers used in this Disclosure Statement correspond to the provisions of Section 10-425 of the Human Services Article of the Annotated Code of Maryland that set forth the information required in each such section.

B. Description of Facility

The Community is a full service senior living community that qualifies as a continuing care retirement community under Maryland law. The Community offers its Residents the benefits of equity home ownership in a cooperative housing corporation, and provides the services listed in subsection (2) below in addition to assisted living and comprehensive nursing care services. BayWoods Cooperative Housing Corporation (the “*Cooperative*”) is a Maryland corporation and is referred to as “*the Provider*.” The Cooperative owns all of the land and facilities of the Community.

The Cooperative owns and operates One hundred forty seven (147) Independent Living and The Healthcare Center, a health center (the “**Healthcare Center**”) that is comprised of a total of forty-seven (47) health center beds, which include twenty (20) assisted living units (“**Assisted Living**”), and twenty-seven (27) comprehensive nursing care beds (“**Nursing Care**”). The Community has received a letter of exemption from the Maryland Health Care Commission permitting the Community to use twenty-nine (29) of its total beds as Nursing Care beds (only for Residents under continuing care agreements). Twenty-seven (27) Certificate of Need-exempt Nursing Care beds have been dually licensed. Twenty-seven (27) of total health center beds are certified as Medicare Part A beds.

The Community is located at 7101 Bay Front Drive, Annapolis, Maryland, on a 13.8 acre parcel of land. The location is immediately east of Edgewood Road on the Chesapeake Bay, and is accessible to historic downtown Annapolis and the United States Naval Academy.

The Community was developed by BayWoods Development and Management Partners, LLC (the “**LLC**”), a Maryland limited Liability Company. The LLC acted under the terms of a Master Management Agreement. The members of the LLC are CRSA/LCS Management, LLC, an Iowa limited liability company (successor to CRSA Management, LLC, a Delaware limited liability company); Krapf, LLC, a Maryland limited liability company; Norbay, LLLP, a Maryland limited liability limited partnership; James K. Peterson; and Van Lott Equity.

(1) Certain of the members of the LLC had a variety of experiences in connection with the development and operation of retirement communities. CRSA/LCS LLC is headquartered in Des Moines, Iowa and provides management, financial consulting, development and marketing services to various types of senior living communities, including continuing care retirement communities (“**CCRCs**”). Krapf, LLC, one of whose members is James P. Krapf, Sr., has been involved for years with companies engaged in the construction business; providing housing and various types of elder care facilities for seniors; developing CCRCs and assisted living projects; and building senior facilities including CCRCs, assisted living facilities, and nursing care facilities. Norbay, LLLP has one member, Jill Norair, who has extensive development experience, including commercial, mixed-use and residential development, and who has been actively involved in the development process for the Community. On May 29, 2015 the LLC was paid off from its existing subordinate loan and is no longer involved in the operations of the Community.

The Residences.

(a) The Cooperative and Equity Benefits. The Residences and surrounding land are owned by the Cooperative. The Cooperative qualifies as a cooperative housing corporation for federal income tax purposes. Therefore, a Subscriber who purchases stock in the Cooperative is entitled to enter into the Residency and Proprietary Lease (discussed below) for the lease of his or her unit. Under federal income tax law, ownership of stock in a cooperative housing corporation entitles the Resident, as a tenant/stockholder, to certain tax benefits normally found with home ownership, including the ability to obtain an exclusion of up to the Internal Revenue Service allowed gain on the sale of his / her principal residence for joint filings and the ability to deduct his or her mortgage interest and his or her share of the Cooperative's real estate taxes, provided that the requirements set forth in the Internal Revenue Code of 1986, as amended (the "**Tax Code**") are met. The Cooperative received a letter from its legal counsel setting forth its opinions regarding a Resident's entitlement to these tax benefits.

(b) The Cooperative's Stock (Shares). The Cooperative, a Maryland corporation, is a for-profit cooperative housing association for seniors. The Cooperative participates in a settlement/closing process by which the current owner of shares (Seller) sells those shares to Subscribers (Buyer) to reside in the independent living units of the Community. An individual desiring to live at the Community will become a member of the Cooperative by entering into a Residency and Proprietary Lease for the purchase of his or her stock. A member is required to purchase the number of shares of stock according to Residence Type as listed in Section 204 of the By-Laws of the Cooperative. The membership shares are represented by a Certificate of Membership in the Cooperative and that document contains the number of shares attributable to the unit purchased.

(i) Terms of Payment for Stock. A deposit (the "**10% Deposit**") in an amount equal to 10% of the total purchase price is due upon execution and submission of the Residency and Proprietary Lease. The final payment, equal to the purchase price less a credit for the 10% Deposit is due on the date of the closing of the purchase of the stock.

(ii) Refunds of Deposits. The Residency and Proprietary Lease Agreement should be reviewed for the applicable refund provisions.

(c) Description of the Stock. There is one class of stock in the Cooperative. The number of the shares of stock are based upon the type of residence chosen. Each share has one vote. The shareholders do not have any preemptive rights, and no cumulative voting is permitted. The Articles of Incorporation of the Cooperative provides that no shareholder is entitled (either conditionally or unconditionally) to receive any distribution from the Cooperative

out of earnings and profits except upon a dissolution or final liquidation of the Cooperative. All allocations related to the stock for such things as real estate taxes and distributions upon dissolution shall be made in accordance with the square footage of each residence unit. The stock may be sold or transferred only in connection with an assignment of the Residency and Proprietary Lease. In order to assure the Cooperative of a sound financial structure and to maintain the cooperative nature of the Community, virtually all sales of stock and assignments of the Residency and Proprietary Lease require the Cooperative's approval.

(d) The Residency and Proprietary Lease.

(i) General Terms. The Residency and Proprietary Lease is an occupancy agreement between the Cooperative and the Resident. It entitles the Resident to exclusive use of a particular residence of the Community. Pursuant to the Residency and Proprietary Lease, the Cooperative agrees to keep in good repair all of the residences and all of their equipment and apparatus, except those portions that are the responsibility of the Resident. The Resident is responsible for decorating his or her residence. In addition to repair and maintenance, the Cooperative agrees to provide an emergency response system, a system of security, and use of all common areas of the Community. The Cooperative is responsible for the payment of real estate taxes and mortgage indebtedness, if any, related to the property.

(ii) Membership Fees. For a description of all fees due by the Resident pursuant to the Residency and Proprietary Lease, please see Section 4.

Subletting and Assignment.

A. General. As a general matter, subletting of a Residence by a Resident is only permitted to occur under the limited circumstances set forth in Section XIV.B below.

B. Approval. Resident or Resident's estate may sublet the Residence only with prior written approval by the Board and upon a determination by the Board, in its sole discretion, that a sublease of the Residence for a limited period of time is necessary to avoid an unreasonable hardship on Resident in such situations as the death of Resident.

C. Sublessee. Upon compliance with Section B. above, the Residence may only be subleased by Resident to a natural person(s) who has been approved to occupy the Residence and meets the age requirements for a resident in accordance with Section 301 of the Cooperative By-Laws.

D. Form of Agreement. The form of the proposed sublease shall be approved in advance by the Cooperative.

(iv) Residency and Proprietary Lease Resale and Move-Out Fees. To sell or transfer his / her interest in a Certificate of Membership (except for an assignment to Resident's relative or except if Resident does not use the Cooperative to arrange a sale of his / her interest), the Resident must pay to Cooperative a resale fee, which shall be 5½% of the sale price of the Certificate of Membership. The Resident will also be required to pay a move-out fee of 4½% of the greater of (a) the fair market value of the Stock, net of customary costs and expenses of sale, such value determined by a qualified appraiser, or (b) the net (of customary and reasonable costs and expenses) sales price of such stock.

(v) Termination. The Residency and Proprietary Lease will remain in effect so long as the Cooperative exists and the Resident (or his / her permitted assignee) owns his or her stock in the Cooperative, unless terminated earlier as provided in the Residency and Residency and Proprietary Lease. The Cooperative has the right to terminate the Residency and Proprietary Lease, after the giving of proper notice, for "just cause," which means the following:

(A) Nonpayment of any Membership Fees;

(B) A material breach of the Residency and Proprietary Lease or of the written reasonable rules of the Cooperative; or

(C) A change in the health status or the behavior of the Resident which constitutes a substantial threat to the health or safety of the Resident or other members of the Community.

In the event of termination of the Residency and Proprietary Lease for "just cause," the Resident may be entitled to receive the Entrance Fee paid at admission, after receiving the payment of all outstanding indebtedness, fees and costs, as provided in Sections VII.D. of the Residency and Proprietary Lease (described above).

(2) **The Cooperative**

(a) The Resident Services. The Resident Services are provided by the Cooperative. The Cooperative's purpose is to operate and manage the Community and to provide services to Residents thereof. The Cooperative is responsible for providing the food service, activities and various amenities of the Community. Prior to occupying their residence, Residents are required to enter into a Residency and Proprietary Lease with the Cooperative that stipulates the amount of a monthly fee (the "**Membership Fee**"). (See Section 4 hereof.) For this fee,

Residents are entitled to certain services including, but not limited to: weekly laundry service for bed linens, weekly housekeeping services, one meal a day in the Community's dining rooms, tray service to residence when ordered by a physician due to illness, recreational services, wellness programs, a convenience store, scheduled transportation for local trips as specified in the Resident Handbook, maintenance and repairs to all systems of the Common Areas, 24-hour emergency call and response system, daily check-in system, security, internet access, VoIP telephone service (including long distance calls), basic cable television (excluding DVR and premium channels), the use of one reserved, covered, automobile parking space as assigned by the Cooperative, the use of one on-site storage locker as assigned by the Cooperative, heat, water, hot water, sewer use, gas, electricity and other utilities used in the residence janitorial and maintenance service of the Community, repair and replacement of appliances, fixtures and structure as specified in the Residency and Proprietary Lease Agreement. Residents may request additional services for an additional fee. Such services include, but are not limited to, additional meals, tray service to residence not ordered by a physician, beauty parlor, and barber shop.

(b) The Healthcare Center. Obtaining healthcare services at the Healthcare Center is entirely optional for Residents on a fee-for-service basis. The Membership Fee does not include health-related services although each Resident must pay a refundable Entrance fee. Individuals who desire to obtain healthcare services at the Healthcare Center will obtain such services under a health services agreement with the Cooperative.

Assisted Living and Nursing Care consist of room and board, routine Assisted Living or Nursing Care services, routine personal hygiene items and services, bedding, linen, telephone access, emergency call system, and such other basic personal services as may be determined by the health services agreement, to be legally and reasonably required for the health and safety of the Resident.

(c) Access to the Healthcare Center. Residents have priority access to beds in the Healthcare Center. If a Resident needs Assisted Living or Nursing Care, but there are no beds available in the Healthcare Center, the Resident will relocate on a fee-for-service basis arranged by the Cooperative to another healthcare facility to provide access to needed Assisted Living or Nursing Care services to the Resident. If relocation is necessary, the Resident will pay the Cooperative's normal charges as if the Resident were located in the Healthcare Center. The Cooperative will pay the difference, if any, between the fees it charges and those charged by the other healthcare center. The Resident will be relocated to the Healthcare Center upon the availability of a bed.

(d) Fitness of Resident. At the time the Resident executes the Services Agreement, the Resident warrants that he / she has assets and income sufficient under foreseeable circumstances to meet ordinary and customary living expenses.

(e) Residential Services Agency (RSA). In September 2017 BayWoods of Annapolis obtained a Residential Service Agency (RSA) License that authorizes provision of Caregivers for personal care and medication management by licensed staff under the supervision of a Registered Nurse (Nurse Navigator). This service is regulated by the Department of Health. The Services may include personal care providers for Activities of Daily Living, to include but not limited to bathing, dressing, transfers, feeding, and mobility. Additional services include medication reminders by a caregiver, medication reminders by licensed staff, weekly dispensing of medications by licensed staff, and medication administration by licensed staff. Medication Management will require the authorization of a provider (Physician, Physician Assistant or Nurse Practitioner) through an order. Services will be provided as an out of pocket expense which will be on the monthly bill. Residents have the option of billing their Long Term Care insurance if applicable.

SECTION 2. ORGANIZATIONAL STRUCTURE AND MANAGEMENT OF THE PROVIDERS

A. BayWoods Cooperative Housing Corporation

The Cooperative is a cooperative housing corporation organized under the laws of the State of Maryland. The Cooperative does not qualify, nor does it intend to qualify, as a tax-exempt organization under the Tax Code. The Chief Operating Officer is also the President of BayWoods Cooperative Housing Corporation and that person is selected (hired) by the Cooperative's Board of Directors. The present Chief Operating Officer/President is Frank McGovern. The Executive Director of the Cooperative is employed by BayWoods of Annapolis and subject to the approval of the Cooperative's Board of Directors. The Community hired Frank McGovern as its Executive Director in March 2013. In July 2015 the position of Executive Director was combined with the President/Chief Operating Officer position by action of the Board of Directors and the revised By-Laws approved by the Cooperative.

SECTION 3. STATEMENT REGARDING AFFILIATION

The Cooperative is not affiliated with any religious or charitable organizations and no such organizations shall be responsible for any financial or contractual obligations of the Cooperative.

SECTION 4. DESCRIPTION OF FEES

A. Entrance Fee

An individual desiring to live at the Community becomes a Member of the Cooperative by entering into a Residency and Proprietary Lease for the purchase of his / her stock. In addition to the purchase of stock, each member is required to pay a Healthcare Access Fee that is an Entrance Fee as required by the Continuing Care Act. The Healthcare Access Fee is the minimum required by the Continuing Care Act and equals at least three times the weighted average of the monthly cost of the periodic fees charged by the Cooperative for independent living and assisted living units. The five year history of Healthcare Access Fees is included in Exhibit D.

Persons who directly enter the Community's Healthcare Center are also required to pay a refundable Entrance Fee.

Carefully read the Continuing Care Agreement (CCA) for the conditions that must be satisfied before BayWoods of Annapolis is required to pay the Entrance Fee (Entrance Fee) refund. The portion of the Entrance Fee (Entrance Fee) to be refunded after the sale of stock for the Unit is not held in trust or escrow for the benefit of the Member (resident) after payment on the closing date (date of occupancy).

B. Fees to Cooperative

(1) Membership Fees

As described in Section 1.B (1) (d) above, Residents who purchase stock in the Cooperative lease the residence associated with such stock by entering into the Residency and Proprietary Lease. Membership Fees are the lease payments payable to the Cooperative. Membership Fees are billed on the first day of each month for the current month and are due by the tenth day of each month. The Resident agrees to pay the monthly Membership Fees to the Cooperative until such time as the Resident or the Resident's Estate has sold his or her stock and is no longer a shareholder. The amount of Membership Fees is determined by the Board of Directors of the Cooperative, and is based on the Resident's proportionate share of the Cooperative's cash requirements for the year, or portion of the year. A chart showing the current Membership Fees for each type of residence is found in Section 4.D. The Resident's proportionate share is based on a number of factors. The Cooperative's cash requirements are all of the estimated amounts necessary for (a) the operation, maintenance, care, alteration, and improvement of the residences and the common areas; (b) reserves for contingencies;

and (c) payment of any obligations, liabilities, or expenses incurred or to be incurred, over and above the Cooperative's income and cash on hand.

(2) **Move-Out Fee**

As stated above, to assign the Residency and Proprietary Lease, the Resident must pay to the Cooperative a move-out fee. The move-out fee is equal to 4½% of the greater of (a) the fair market value of the stock in the Cooperative being transferred by the Resident (as determined by an appraiser), or (b) the net (of customary and reasonable costs and expenses) sales price of such stock.

(3) **Resale Fee**

As stated above, to sell or transfer his / her interest in a Certificate of Membership (except for an assignment to Resident's relative and except for a sale of a Resident's interest that has not been arranged by the Cooperative), the Resident must pay the Cooperative a resale fee, which is 5½% of the sales price of the Certificate of Membership.

C. Monthly Fees Summary

The following table summarizes the current first person monthly fees. If two persons are named as Residents in the Residency and Proprietary Lease, a Second Person Fee is also charged.

Monthly Membership Fees -01/01/2024 Residence Type	Price of Unit	No. of Units			Total Membership Fees
The Chester/Chester II (A)One Bedroom	Market Rate	29			\$4,557
The Wye-Split (B) One Bedroom Den	Market Rate	2			\$4,465
The Wye-Split-2/Wye II (B)One Bedroom Den	Market Rate	8			\$4,835
The Wye (B) One Bedroom Den	Market Rate	10			\$5,240
The Severn/Sassafras (C)Two Bedroom	Market Rate	60			\$5,559
The Magothy (D) Two Bedroom Den	Market Rate	20			\$6,449
The Tred Avons Two Bedroom (SC)	Market Rate	6			\$5,559
The Tred Avons Two Bedroom (SD)	Market Rate	4			\$6,449
The Tred Avons Two Bedroom (AA)	Market Rate	2			\$6,487
The Tred Avons (CB) Two Bedroom Den	Market Rate	2			\$6,487
The Tred Avons (BC) Two Bedroom Den	Market Rate	4			\$6,527
TOTAL UNITS		147			
Second Person Fee:			\$1,277		

The Healthcare Center Occupancy and Service Level of Care Fees – 2023

Occupancy Fees Residence Type Assisted Living	Private Room \$7,500/month	2-Room Suite (first person) \$10,500/month; Patio Suite (first person) \$10,500/month	
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Service Level of Care Fees Assisted Living Level I	\$900
Assisted Living Level II	\$1,800
Assisted Living Level III	\$2,700

Service Level Fees are added to the Occupancy Fees (Private Room and Suite(s)) to comprise Total Fees billed.

Entrance Fee: \$18,566 prior to move-in. 100% refundable.

D. Fees for Directly Admitted Assisted Living Residents

Persons directly admitted to The Healthcare Center are required to pay, in addition to the Entrance Fee set forth above in Section 4.A, a monthly occupancy and level of care fee for Assisted Living services provided. Residents of the Assisted Living dually-licensed unit will have access to comprehensive care by transferring to a comprehensive care bed in the Healthcare Center. Residency in the Comprehensive Skilled Nursing Care Unit for “direct admissions” is limited by State statute. If the level of care of the Resident of Assisted living changes to “Medicare-skilled” a transfer to a

Medicare certified bed would be required. After the Medicare stay is complete, the Resident would return to the Assisted Living Unit.

A chart setting forth the service and occupancy fees for The Healthcare Center appear directly above.

E. Transfer to Assisted Living Care and Comprehensive Skilled Nursing Care.

Please review the Residency and Proprietary Lease Agreement for the procedures concerning the transfers to assisted living and comprehensive nursing care.

F. Fee Changes

Membership Fees may be increased or decreased at any time and from time to time as determined by the Board of Directors of the BayWoods Cooperative Housing Corporation. The Membership Fee is subject to change from time to time by the Board of Directors of the BayWoods Cooperative. This fee may not be increased without first providing forty-five (45) days written notice to the Residents. See Exhibit D for a five year history of fee changes.

SECTION 5. OPERATING RESERVES

As required by COMAR 32.02.01.20 and the Continuing Care Act, providers of continuing care shall set aside for the facility operating reserves an amount equal to 15% of the facility's net operating expenses for the most recent fiscal year for which a certified financial statement is available. The facility shall meet this requirement by the end of the tenth full fiscal year after the fiscal year in which the Maryland Department of Aging has issued an Initial Certificate of Registration. The facility will contribute 10% per fiscal year, after the fiscal year in which the Maryland Department of Aging has issued an Initial Certificate of Registration, up to a total of 100% as of the end of the 10th fiscal year (2011). Effective 1/1/2023 the operating reserves percentage has increased to 25%.

The investment of the Operating Reserve Fund and any other restricted funds as may be required by lenders for the Community, is generally restricted to government securities and certain highly rated or collateralized commercial paper, repurchase agreements or guaranteed investment contracts U.S. and international equities and taxable fixed income investments. The policy established for these investments is established by the Community's Board of Directors and is reviewed on a minimum of an annual basis.

SECTION 6. CERTIFIED FINANCIAL STATEMENTS

A copy of the certified financial statement prepared under generally accepted accounting principles for BayWoods Cooperative Housing Corporation for the years ending December 31, 2022 and 2021 are attached to this Disclosure Statement as Exhibit A.

SECTION 7. FINANCING FOR THE FACILITY

A. Bridge Financing before December 2005

Following the repayment of the construction financing, the Cooperative entered into a bridge loan (the “Bridge Loan”) with BNP Paribas, one of the Construction Lenders, in the amount of \$17.9 million. The proceeds of the Bridge Loan were used to repay approximately \$12.2 million of the \$14,167,157 Subordinated Debt (explained in Section C.1 (a) below); to fund a final settlement of \$2.5 million with the General Contractor; to fund a Working Capital Reserve; to fund building upgrades; to fund an interest reserve for the loan; and to pay the associated costs of the Bridge Loan’s issuance.

The outstanding balance of \$7,330,489 from the Bridge Loan was repaid in full with the proceeds of the Permanent Loan from December 2005.

B. Subordinated Financing from December 2005

(1) BayWoods Development and Management Partners, LLC made several subordinated loans to the Community in the form of payment of approved project expenses, cash loans (“*Subordinated Loan*” [subsection (a)]), and deferred commissions and fees (“*Deferred Fees Loan*”) for construction management, marketing and development, generally described as follows:

The outstanding balance was repaid in full with the proceeds of the Permanent Loan from December 2005.

C. Long-Term Financing from December 2005

Long-Term Financing was in the form of a permanent mortgage loan to the Community (the “*Permanent Loan*”), in the amount of \$17,000,000, issued by JP Morgan Chase Bank, N.A. (the “Lender”), and Subordinated Financing provided by the Developer in December 2005.

The balance of the Permanent Loan entered into in December 2005 was refinanced on May 29, 2015 through the defeasance process. All remaining payments due on the Permanent Loan were escrowed and will be paid out to the original lender according to the terms of the defeasance agreement.

D. Long-Term Refinancing May 2015

Long-Term Refinancing was in the form of a permanent mortgage loan to the Community (the “*Permanent Loan*”), in the amount of \$16,500,000, issued by National Cooperative Bank (the “Lender”).

The balance of the Permanent Loan entered into in May 2015 was refinanced on May 02, 2022 through the defeasance process. All payments due on the Permanent Loan were escrowed and will be paid out to the original lender according to the terms of the defeasance agreement.

E. Renovation Line of Credit

The balance of the renovation line of credit entered into in May 2015 was refinanced on May 02, 2022.

F. Corporate Line of Credit

The Corporate Line of credit entered into in May 2015 was closed on May 02, 2022.

G. Long Term Refinancing May 2, 2022

Long-Term Refinancing was in the form of a permanent mortgage loan to the Community (the “*Permanent Loan*”), in the amount of \$21,000,000, issued by Sandy Spring Bank (the “Lender”).

(1) The Refinancing Loan

(a) The purpose of the Refinancing Loan was to refinance the remaining balance of the Permanent Loan from 2015 and the Renovation Line of Credit from 2015. The closing date for the Refinancing Loan occurred on May 2, 2022. The

term of the Permanent Loan is thirty (30) years with a balloon payment due after fifteen (15) years. The interest rate is 3.70%.

(b) Monthly payments of principal and interest are required based upon a 30-year amortization for the loan, which means a balloon payment of approximately \$13,376,516 is projected to be due May 2, 2037. It is anticipated that the debt will be refinanced or the term of the loan will be extended prior to the balloon payment becoming due. Based on present projections, the Community will not have sufficient cash on hand to make the balloon payment. However, in the unlikely event that refinancing is not available or the term of the loan is not extended, significant increases in fees may be necessary for the Community to make the balloon payment and retire the debt. Interest expense is assumed to accrue on the basis of a 360-day year and the actual number of days lapsed.

(c) The Refinancing Loan was issued in the name of BayWoods Cooperative Housing Corporation (the "Borrower"). The Borrower executed a Fixed Rate Note in the amount of \$21,000,000 which was collateralized by a Deed of Trust and Security Agreement on the Community by BayWoods Cooperative Housing Corporation. BayWoods Cooperative Housing Corporation issued an Assignment of Leases and Rents, a Limited Guaranty and Payment Guaranty, a Pledge and Security Agreement, an Environmental Indemnity Agreement, and other documents usual and customary for this type of Refinancing. The Lender has a first mortgage lien on the Community, a first priority interest in the assignment of leases/rents, all personal property of the Community, including furnishings, equipment, supplies and fixtures, and a first priority interest in all funds on deposit.

SECTION 8. PROJECTED FINANCIALS AND OCCUPANCY LEVELS

The following describes the projected financials and the occupancy levels for the Community:

(1) The projected balance sheets, income statements, and cash flow statements of the Provider are appended hereto as Exhibit C.

(2) Residents began moving into the facility in March 2003.

SECTION 9. OFFICERS AND DIRECTORS OF THE PROVIDER

A. Cooperative

(1) Equity Owners

The Cooperative is owned 100% by the Residents, and no Resident owns more than 10% of the equity interests in the Cooperative.

(2) The existing Board of Directors as of May 2024 consists of:

NAME	OCCUPATION	Officers	Resident
Parker Williamson	Retired Business Executive	Chair	Resident/Shareholder
Doris Gavazzi	Retired RN		Resident/Shareholder
Sue Macdonald	Retired Educator		Resident/Shareholder
Sharon Olson	Retired Librarian		Resident/Shareholder
Betty Bengtson	Retired University Library Director		Resident/Shareholder
Joan Odell	Retired Business Executive	Secretary *	Resident/Shareholder
Fred Hellrich	Retired Business Executive	Vice Chair	Resident/Shareholder
Beverly Falcon	Retired Lawyer- Active Bar Member		Resident/Shareholder
Frank McGovern	Chief Operating Officer	President ***	Employee
Richard Kammann	Retired Business Executive	Treasurer	Resident/Shareholder
Dee Brown	Retired Business Executive		Resident/Shareholder
Doug Hole	BWRA Chair		Resident/Shareholder
Heather Warble	Chief Financial Officer	****	Employee

Annual Elections were held in May, 2024. The slate of Officers and Board Members have been finalized in May 2024. The By-Laws were revised in February 2018 to increase the number of Board members to nine (9).

* The Secretary of the Board of Directors is a non-voting position.

**A Director or Officer of the Board of Directors as the term is defined in Article VI of the Bylaws.

*** The President of the Board is a non-voting position effective July 2015 as defined in Article VI of the Bylaws.

**** The CFO is a non-voting position effective May 2022

(3) Current Officers of the Cooperative

The Executive Officers of the BayWoods Cooperative Housing Corporation shall be chosen annually by the Board of Directors and shall be a Chair, President/COO, Vice President, Secretary, Treasurer, and such other officers as the Board of Directors may by resolution authorize from time to time. Currently, Frank

McGovern serves as President, Fred Hellrich serves as Vice Chair, Richard Kammann serves Treasurer, Joan Odell serves as Secretary, and Parker Williamson serves as Chair.

SECTION 10. MANAGEMENT

The Community is self-managed. See Section 1.B for a description of the experience of the Manager prior to July 2015.

The President/COO is responsible for the overall management of the Community, including the Healthcare Center, and reports to and is supervised by the Board of Directors of the Cooperative .

In July 2015, the Community entered into a Client Services Agreement (CSA) with Life Care Services LLC (LCS).

Effective May 2022 the community chose to not continue using the management services of CRSA/LCS. The community opted to engage in self-management only. Subject to the direction of the Board of Directors, the President/COO is responsible for the general administration and supervision of day-to-day operations of the residential and common areas of the Community, as well as the Healthcare Center. These specific duties include: preparing the annual budget and annual plan of operations, providing regular monthly statements and reports and annual statements to the Board, establishing and supervising the accounting system, planning and budgeting capital expenditures and replacements, ensuring compliance with applicable laws, maintaining all required insurance and necessary licenses, and overseeing services to Residents. The President/COO also is responsible for hiring, training, promoting, discharging, and supervising the work of all employees related to the residential and common areas at the Community. Additionally, the President/COO is responsible for arranging services for, but not limited to, dining, housekeeping and laundry, maintenance, grounds, and security.

SECTION 11. CERTAIN INFORMATION REGARDING OFFICERS AND DIRECTORS

None of the Cooperative's officers or directors has been; (i) convicted of a felony or pleaded *nolo contendere* to a felony charge, if the felony involved fraud, embezzlement, fraudulent conversion, or misappropriation of property; (ii) held liable or enjoined in civil action by final judgment if the civil action involved fraud, embezzlement, fraudulent conversion, or misappropriation as a fiduciary; or (iii) subject to an effective injunctive or restrictive order of the court of record or, within the past ten (10) years, had any state or federal license or permit suspended or revoked as a result of an action brought by a governmental agency, arising out of or relating to business activity or health care, including actions affecting a license to operate any facility or service for aging, impaired, or dependent persons.

SECTION 12. FORM OF GOVERNANCE OF THE PROVIDER

A. Cooperative

The Cooperative is governed by its Board of Directors, whose members are listed in Section 9.A above. Listed below is the election process:

ELECTION OF DIRECTORS TO THE COOPERATIVE BOARD

The Annual Meeting of BayWoods Cooperative Housing Corporation (BCHC) Members will be held in May of each year when at least three Elected Directors will be selected from those nominated. All nominations should be submitted to the Governance Committee.

The following procedures shall be followed for the selection of Elected Directors:

1. No nominations will be accepted after the deadline and no nominations will be accepted from the floor during the Annual Meeting.
2. Each nominee should submit a brief biographical sketch (no more than 100 words) outlining experience and qualifications to be an Elected Director.
3. A packet with all nominations and biographical sketches will be sent to each Member one week before the election.

4. At a special meeting, each nominee will be given up to three (3) minutes to present his or her qualifications and approach to the responsibilities of Elected Director.
5. Each member's ballot (one ballot per Certificate) will indicate the number of shares held with each share equal to one vote. The ballot will be cast as a secret ballot.
6. Three judges appointed by the Board of Directors will tally votes. Results will be tabulated and announced no later than close of business on election day. There will be a meeting of the Board of Directors following the election to elect Board officers for the coming year.
7. **Proxy votes are acceptable** if you are unable to attend the Annual Meeting (*BCHC Bylaws, section 406, require the presence in person or by proxy of twenty-five percent of the outstanding shares*). Bearers need not be members and may collect your ballot at the Annual Meeting by surrendering the proxy. Prior to the Annual Meeting, you may also deliver your Proxy to the BCHC Secretary. No person can hold more than one proxy.

B. Statement Regarding Meetings

At least annually, the Cooperative conducts a meeting that is open to all Residents, at which an authorized officer of each of the respective companies presents a summary of that company's operations, significant changes from the previous year, and the goals and objectives for the next year. The governing body of the Cooperative makes provision to receive and answer questions from Residents at the meeting. The governing body of the Cooperative has at least one Resident as a Member with a right to address the governing body.

SECTION 13. INFORMATION REGARDING CERTIFICATE OF REGISTRATION

The Provider filed and received an Initial Certificate of Registration from the Maryland Department of Aging in 2003 and permission to use funds from the escrow account. The Provider received a renewal Certificate each year after the Initial Certificate was received.

SECTION 14. SERVICES PROVIDED TO RESIDENTS

The basic service provided at the Community by the Cooperative is described above in Sections 1.B (2).

SECTION 15. AMENDMENTS TO THE DISCLOSURE STATEMENT

The Provider shall promptly amend this Disclosure Statement if, at any time, in the opinion of the Provider or the Maryland Department of Aging, an amendment is necessary to prevent this Disclosure Statement from containing any material misstatement of fact, or omission of a material fact, required by the Continuing Care Act.

SECTION 16. SURCHARGES

It is not the policy of the Cooperative to impose a surcharge on some, but not all, Subscribers because of some condition or circumstances.

SECTION 17. RESIDENTS' ASSOCIATION

The Residents of BayWoods formed a Residents' Association on October 27, 2003 that has a non-obligatory membership and fee structure. The purpose of the Residents' Association is to promote the common interests of the BayWoods Residents. The Association meets privately at the Community to conduct business.

SECTION 18. MISCELLANEOUS INFORMATION

A. Applicability of Certain Laws. Several bodies of law, in addition to the Continuing Care Act, apply to various aspects of the ownership structure of the Community. The Community has been designed to provide certain benefits and protections under these laws, including the following:

(1) Cooperative Housing Corporation Law. The offering of a Residency and Proprietary Lease of a residence is subject to the provisions of Md. Ann. Code, Corp. and Assn's, §§ 5-6B-01 through 20.

(2) Taxation. Certain provisions of the Tax Code and the regulations there under, have substantial impact on the Community and the Residents. The organizational structure of the Cooperative is designed to allow a Resident to an exclusion of certain gains from the sale of the qualifying Resident's principal residence; and deduct certain amounts attributable to the Resident's proportionate share of real estate taxes and mortgage interest allowed as a deduction to the Cooperative. The Cooperative has received a letter from its legal counsel setting forth its opinions regarding a Resident's entitlement to these tax benefits; however, there can be no assurance that these tax benefits will be received.

(3) Healthcare Regulation. The healthcare services provided at the Community are subject to the provisions of COMAR 10.07, which include a "Patient's Bill of Rights" applicable to each Resident of the Healthcare Center.

The above is not intended as a complete list of all laws applicable to the Community. For further information concerning applicable laws, prospective Residents are invited to contact their own legal advisors.

B. Grievance Procedure. The Resident Grievance Procedure is attached as Exhibit E.

C. Additional Information. The Community's structure has several aspects that should carefully be considered in deciding whether to become a Resident of the Community. Chief among these are the following:

(1) As in the case of all forms of real estate ownership, if real estate values (or the values of stock in cooperative corporations) decline, the resale price of stock in the Cooperative could be lower than the Resident's purchase price. Market conditions could also result in an inability to resell the stock.

(2) If, by way of the purchase of stock in the Cooperative, a Resident defers gain from the sale of Resident's principal residence, then gain realized upon the resale of the stock will, to the extent Resident does not have offsetting deductions or a one-time exclusion of gain pursuant to §121 of the Tax Code, result in the imposition of a tax.

(3) The Board of Directors of the Cooperative was controlled by Residents when Ten Million Dollars (\$10,000,000) had been paid to BayWoods Development and Management Partners, LLC or May 2009 whichever occurred first, under the Settlement Agreement. The control by residents occurred in May 2009. This provided the Residents of the Cooperative with overall control of the Community. Therefore, the Board of Directors of the Cooperative has control over the Cooperative. There can be no assurance that the persons elected by the Residents to the Board of Directors of the Cooperative will have expertise or experience in governing the residential component of a continuing care community. The Settlement Agreement was terminated on May 29, 2015 at the refinancing of the 2005 debt obligation. No provisions of the Settlement Agreement are in force.

(4) Once a Resident has permanently transferred to the Healthcare Center and sold the Resident's stock, that Resident will no longer have voting rights in the Cooperative.

(5) This Disclosure Statement contains a summary of certain provisions of the various agreements entered into by the Resident in an effort to set forth fairly the principal terms of those documents, however, copies of the actual documents should be inspected by anyone wishing to know all of the terms and provisions contained therein. To the extent that the summary set forth in this Disclosure Statement differs from the specific terms set forth in any of the various agreements referred to, those specific terms take precedence over the summary in this Disclosure Statement.

(6) Representatives of LCS and the Cooperative have been authorized only to provide information or to make representations as set forth in the agreements. Any information or representations not referred to or contained in the agreements should not be relied upon.

(7) The agreements are not intended to advise or make any representation with respect to the tax consequences of participation in the Community described herein. Prospective Residents are advised to consult their own tax advisors with specific reference to their own tax situations prior to becoming Residents of the Cooperative.

(8) Capital Expenditures. During 2013 the Community added several major capital items to enhance its building and program: new Nurse Call system on 3rd Floor of the Health Care Center; solar fans to reduce heat build-up in the attic area of the main building; a revision of the existing reserve replacement [useful life] study for all capitalized assets; re-coating/re-striping of the Upper Parking Deck; an enhancement to the emergency call system in independent living; and an energy management system to better regulate electricity usage. Subsequent capital expenditures included a major renovation to both floors of the Health Care Center which was completed in 2017. There have been additional renovations made in subsequent years and there will be more in future years. It is not expected that there will be any special assessments to residents to cover costs associated with these renovations.

Exhibit A

Audited Consolidated Financial Statement, December 31, 2023 and 2022 (Available Upon Request)

The BCHC Board of Directors approved a special assessment in August 2006 for the purpose of replenishing its Operating Reserve and Working Capital in accordance with pertinent directives. The assessment was levied against all stockholders at two dollars and fifty cents per square foot (\$2.50/sq.ft.) payable one-half each with the November and December 2006 billings. The receipt of funds totaled \$496,700 at 12/31/2006. It is not anticipated that a special assessment will be necessary for 2023.

Included in the FY 2022 audited financial statements are \$2,619,204 labeled as Construction in Progress. These funds were expended as part of the capital improvements projects such as Master Plan Phase I and Phase II renovations, Bistro Renovation and Dining Room Renovation referenced under Capital Replacement Reserve and the Strategic Replacement Reserve Accounts in Section 7.D. above.

Also included in the audited financial statements is a line item for the Neighbors Water and Sewer Project. The Agreement was between the Developers and the Bembe Beach neighbors and would “provide all necessary design and installation of water and sewer utilities to serve the County property owners in accordance with City of Annapolis specifications...” The project provides a system to deliver public water and sewer services to the neighbors of BayWoods of Annapolis located along Bembe Beach Road adjacent to the Community.

EXHIBIT B

DISCLOSURE STATEMENT

FOR

THE HEALTHCARE CENTER

FOR RESIDENTS OF

BAYWOODS OF ANNAPOLIS

January 2024

BayWoods uses the Maryland Assisted Living Program Uniform Disclosure Statement.

EXHIBIT C
PROJECTED FINANCIALS

BayWoods of Annapolis
Year Ending December 31,

	2024 <u>Budget-</u> <u>Approved</u>	2025 <u>Projected</u>	2026 <u>Projected</u>
Operating Revenues:			
IL Revenue	10,224,146	10,224,146	10,377,508
Ancillary Revenue IL	211,860	211,860	222,453
Healthcare SNF	2,388,120	0	0
Healthcare AL	1,609,088	5,168,245	5,426,657
Healthcare RSA	674,200	674,200	707,910
Investment / Interest Income	38,000	0	0
Total Operating Revenue	<u>15,145,414</u>	<u>16,278,451</u>	<u>16,734,528</u>
Operating Expenses:			
Administration	2,995,159	2,910,876	2,983,648
Marketing	326,379	298,262	305,719
Resident Services	0	0	0
Housekeeping	767,843	766,784	785,954
Environmental Services	2,081,709	2,046,705	2,097,873
Insurance	378,006	378,698	416,568
Food Service	3,061,803	3,014,691	3,090,058
Other Expenses [Bad Debt]	24,000	24,000	24,000
Nursing Operations	2,785,769	2,582,768	2,647,337
Real Estate Taxes	868,513	875,632	897,523
Total Operating Expense	<u>13,289,181</u>	<u>12,898,416</u>	<u>13,248,679</u>
Non-Operating Income:	1,856,233	3,380,035	3,485,850
	12.26%	20.76%	20.83%
Non-Operating Revenue:			
Re-sale fees-BCHC	576,000	672,000	700,000
Misc. Income			0
Non-Operating Expenses:			
Depreciation	(3,420,000)	(3,420,000)	(3,500,000)
Amortization [Financing Costs]	(17,640)	(17,640)	(17,640)
Interest-Mortgage	(773,654)	(769,434)	(742,000)
Gain on Sale of Investments	0	0	0
Unrealized Gain/(Loss) on Investments	0	0	0
Gain/(Loss) on Sale of Assets	0	0	0
Total Non-Operating Expense	<u>(3,635,294)</u>	<u>(3,535,074)</u>	<u>(3,559,640)</u>
Net Income / (Loss)	<u>\$ (1,779,061)</u>	<u>\$ (155,039)</u>	<u>\$ (73,790)</u>

Other Comprehensive Loss

Unrealized Gain/(Loss) on Investments	\$ -	\$ -	\$ -
Total Comprehensive Income / (Loss)	\$ (1,779,061)	\$ (155,039)	\$ (73,790)

HIBIT D

FIVE YEAR HISTORY OF FEES

** The ** The Healthcare Center at BayWoods opened December, 2003

* Independent Living Units at BayWoods opened March, 2003.

BayWoods is in the process of revising its contracts through the Maryland Department of Aging. The Occupancy Fees were effective until February 2016. Membership Fees began in February 2016. .

Fee	1/2020	1/2021	1/2022	1/2023	1/2024
Entrance Fee (One-time fee)	\$15,460	\$16,080	\$16,760	\$17,682	\$18,566
Parking Fee – Extra Car	92	96	99	105	110
Independent Living (Monthly)					
Occupancy Fees before Feb 2016/ Membership Fees after February					
The Chester/Chester II (A) - One Bedroom	3,812	3,964	4,132	4,539	4,577
The Wye-Split (B) - One Bedroom Den	3,718	3,867	4,031	4,253	4,465
The Wye-Split-2 (B)/Wye II - One Bedroom Den	4,027	4,188	4,365	4,605	4,835
The Wye (B) - One Bedroom Den	4,362	4,538	4,730	4,990	5,240
The Severn/Sassafras (C) - Two Bedroom	4,629	4,814	5,018	5,294	5,559
The Magothy (D) - Two Bedroom Den	5,371	5,586	5,822	6,142	6,449
The Tred Avon - Two Bedroom (SC)	4,629	4,814	5,018	5,294	5,559
The Tred Avon – Two Bedroom (SD)	5,371	5,586	5,822	6,142	6,449
The Tred Avon – Two Bedroom (AA)	5,402	5,618	5,856	6,178	6,487
The Tred Avon (CB) – Two Bedroom Den	5,402	5,618	5,856	6,178	6,487
The Tred Avon (BC)Two Bedroom Den	5,436	5,653	5,892	6,216	6,527
Services Fees until February 2016					
The Chester/Chester II (A) – One Bedroom					
The Wye-Split (B) - One Bedroom Den					
The Wye-Split-2 (B)/Wye II – One Bedroom Den					
The Wye (B) - One Bedroom Den					
The Severn/Sassafras (C) - Two Bedroom					
The Magothy (D) – Two Bedroom Den					
The Tred Avon - Two Bedroom (SC)					
The Tred Avon - Two Bedroom (SD)					
The Tred Avon – Two Bedroom (AA)					
The Tred Avon (CB) – Two Bedroom Den					
The Tred Avon (BC) – Two Bedroom Den					
Second Person	1,064	1,106	1,153	1,216	1,277
The Healthcare Center (Monthly - Unless otherwise indicated)					
Assisted Living Level I - Private Room First Person	6,098	6,344	5,847	6,139	8,400
Assisted Living Level II - Private Room First Person	6,804	7,078	7,315	7,680	9,300
Assisted Living Level III – Private Room First Person	7,716	8,026	8,263	8,676	10,200
Assisted Living Level I - 2 Room Suite First Person	8,460	8,802	8,409	8,829	11,400
Assisted Living Level II - 2 Room Suite First Person	9,166	9,536	9,877	10,370	12,300
Assisted Living Level III - 2 Room Suite First Person	10,078	10,484	10,825	11,366	13,200
Assisted Living Level I – 2 Room Patio Suite First Person	10,122	10,530	8,661	9,094	11,400
Assisted Living Level II – 2 Room Patio Suite First Person	10,828	11,264	10,129	10,635	12,300
Assisted Living Level III – 2 Room Patio Suite First Person	11,740	12,212	11,077	11,631	13,200
Second Person Fee	990	1,030	1,030	1,082	0
Skilled Nursing - Private Room, Private Bath (Daily)	394	410	450	473	550

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EXHIBIT E
GRIEVANCE PROCEDURE

BayWoods of Annapolis has established an internal grievance procedure to address a Resident's grievance. A Resident or group of Residents collectively may submit a grievance in writing to the Executive Director of BayWoods of Annapolis, 7101 Bay Front Drive, Annapolis, MD 21403. BayWoods of Annapolis will send a written acknowledgment to the Resident or group of Residents within five days after receipt of the written grievance. A Resident or group of Residents who file a written grievance is entitled to a meeting with management of BayWoods of Annapolis within 30 days after receipt of the written grievance to afford the Resident or group of Residents the opportunity to present the Resident's grievance. BayWoods of Annapolis will provide a response in writing within 45 days after receipt of the written grievance as to the investigation and resolution of the Resident or group of Residents' grievance.

Within 30 days after BayWoods of Annapolis provides its response to the grievance, a Resident or group of Residents BayWoods of Annapolis may seek mediation through one of the community mediation centers in the State or another mediation provider. If a resident, group of residents or BayWoods of Annapolis seeks mediation under the preceding sentence, the mediation shall be nonbinding.

Definitions:

Resident Complaint: A resident complaint is any relatively minor issue that can be quickly resolved in a timely manner by BayWoods of Annapolis staff. Examples of this would include complaints regarding housekeeping issues in an apartment, issues with food or beverages, or maintenance.

Resident Grievance: A resident grievance is defined as any major issue that cannot be promptly resolved by BayWoods of Annapolis staff and will be handled on a more formal basis than resident complaints. Grievances are to be submitted to the Executive Director.

Privacy Complaint: A privacy complaint is defined as an issue where privacy rights (HIPAA) may have been violated. These complaints will be formally reviewed by the Executive Director. An example of this is improper disclosure of protected health information.

**Appendix B - BayWoods of Annapolis Schedule of Fees
FY2024**

	Actual Fee 2024	
Administrative Fees		
Returned check fee	\$ 45.00	
Copier services - black and white	\$ 0.25	
Copier services - color	\$ 0.75	
Copier services - Record Copying	Based on state statute	
Notary per document	\$ 4.00	
IT Services	\$ 15.60	/15 min
Administrative Services	\$ 15.60	/15 min
Fax services per page	\$ 2.00	
Scanning services per page	\$ 1.00	
Replace lost key fob	\$ 26.00	
Replace lost mailbox or storage keys	\$ 14.00	
Replace lost tel-tron Emergency Pendant	\$ 170.00	
Replace lost tel-tron Emergency Bracelet	\$ 14.50	
Replace lost garage door opener	\$ 110.00	
Replace White Cable Box (DTA)	\$ 80.00	
Replace lost VOIP telephone	\$ 400.00	
Extra parking space	\$ 110.00	/month
Replacement parking sticker	\$ 7.00	
Replacement door name plate	\$ 75.00	
Electric vehicle charge	\$ 9.00	/month
Additional Resident Meals After Exhausting Monthly Meal Credits		
Meal	\$ 18.50	
Brunch, Holiday and Theme Dinners	\$ 29.50	
Guest Meal Service Charge while Using a Meal Credit		
Service Charge per Meal	\$ 10.50	
Under 12 Years of Age	\$ 5.25	
Guest Meal Service Charge without Using a Meal Credit		
Meal	\$ 29.00	
Brunch, Holiday and Theme Dinners	\$ 40.00	
Under 12 years of Age Meal	\$ 14.50	

Under 12 Years of Age Brunch, Holiday and Theme Dinners	\$	20.00	
Beverage Pricing			Happy Hour
Cocktails:			
Premium	\$	5.80	
Call	\$	4.75	
Wine:			
Premium	\$	5.80	
House	\$	3.70	
Beer:			
Imported	\$	3.70	
Domestic	\$	2.65	
Meal Credit Per Day After 30 day Absence beginning on Day 31	\$	8.00	
In-House Meal Delivery			
Per Day	\$	5.25	
Per Month	\$	105.00	
Housekeeping Fees			
Additional Housekeeping and/or Porter Services	\$	12.00	Per 1/4 hour
Personal Laundry Services (In-Home)	\$	40.00	
Rollaway Bed and/or Portable Crib Rental	\$	17.75	
Carpet/Furniture Cleaning	\$	31.00	Per 1/4 hour
Maintenance and Groundskeeping Services Fees	\$	17.75	Per 1/4 hour
Transportation Fees			
Transport (with BayWoods Sponsored Activity [B.S.A.] - Local	\$	9.00	
Transport (with B.S.A.) - Between Annapolis & Baltimore/Washington Area	\$	12.00	
Transport (with B.S.A.) - Baltimore and Washington	\$	18.00	
Mileage Charge:			
Charge per mile:	\$	2.70	
Private Transportation [driver's rate]	\$	26.00	

Cancellation Policy within 24 hours of Event	\$	30.00
Lyft Service Charge [per trip]	\$	5.00

Guest Rooms Rates

C203 - Small Suite (includes up to 2 breakfasts only) Sunday through Friday night	\$	115.00
C203 - Small Suite (includes up to 2 brunches only) Saturday night for Sunday Brunch	\$	165.00
C205 - Large Suite (includes up to 2 breakfasts only) Sunday through Friday night	\$	155.00
C205 - Large Suite (includes up to 2 brunches only) Saturday night for Sunday Brunch	\$	205.00
Cancellation Fee for Small or Large Suite within 48 hours	\$	60.00

Private Use of Public Space by Individual and/or Groups

Resident Use:

Bayside Deck	\$	75.00
Bistro	\$	75.00
Card Room	\$	50.00
Creative Arts	\$	75.00
Heron Point	\$	50.00
Main Dining Room	\$	160.00
Norair Hall	\$	110.00
Patio	\$	75.00
Private Dining Room	\$	25.00

Non Resident Use:

Norair Hall	\$	525.00
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Personal Training Fee	\$	25.00	per 1/2 hour
	\$	200.00	per month

Overnight Guest Charge in Apartment [after 30 days per calendar year]	\$	50.00	per day
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Appendix F

WELLNESS CLINIC SERVICES & RATES FOR IL RESIDENTS

FY2024

Health-related Services provided for an "extra charge"

			Actual 2024	
			FEE	
	CLINIC	HOME		
<u>SERVICES AVAILABLE DURING "NURSE-IS-IN" HOURS</u>				
Monday—Sunday, 10:30 AM—2:30 PM				
Blood pressure checks	\$ - No charge	\$	36.50 /15 min	
Weight monitoring	\$ - No charge	\$	36.50 /15 min	
Temperature & oxygen saturation checks	\$ - No charge	\$	36.50 /15 min	
Wound dressings (per physician orders) per time	\$ - Minimum	\$	36.50 Minimum/15 min	
Wound dressings (per physician orders) per supplies	\$ - Minimum	\$	36.50 Minimum/15 min	
Eye and ear drops assistance (per physician orders)	\$ 13.00 /15 min	\$	36.50 /15 min	
Injections (per physician orders) with resident's supplies	\$ 13.00 /15 min	\$	36.50 /15 min	
Injections (per physician orders) with Healthcare Center supplies	\$ 13.00 /15 min	\$	36.50 /15 min	

LAB DRAWS

Tuesdays and Fridays, 8:30 AM to 9:20AM

By appointment Only [with physician's orders]

Tuesdays and Fridays at Wellness Clinic	\$	14.00
Off Schedule Lab Draws at Wellness Clinic	\$	52.50
Courier Fee		As charged by vendor

SERVICES BY WELLNESS NURSE

Medical emergency/apartment visits	\$	36.50 /15 min
Clinical oversight	\$	36.50 /15 min
Coordination of Physician Appointments	\$	36.50 /15 min
Coordination of Diagnostic Evaluations	\$	36.50 /15 min
Coordination of Home Health Services	\$	36.50 /15 min
Referral to outside services	\$	36.50 /15 min
Medication assessment and education	\$	36.50 /15 min
Nurse consultation	\$	36.50 /15 min
Post hospitalization or post Healthcare Center nurse visit	\$	36.50 /15 min

OTHER SERVICES

Maintenance 1:1 physical therapy with licensed therapist		As charged by vendor
Pneumonia, flu and shingles clinics		Med B, Pvt Insurance or fee for service as charged by vendor
Escort on medical appointments (HCC Only)	\$	150.00 Per Trip

OTHER WELLNESS PROGRAM HEALTH PROVIDERS

Dentist		Med B, Pvt Insurance or fee for service as charged by vendor
Dermatologist		Med B, Pvt Insurance or fee for service as charged by vendor
Mental Health Services		Med B, Pvt Insurance or fee for service as charged by vendor
Pharmacy		Med B, Pvt Insurance or fee for service as charged by vendor
Physical, occupational, speech licensed therapists		Med B, Pvt Insurance or fee for service as charged by vendor
Podiatrist		Med B, Pvt Insurance or fee for service as charged by vendor

Registered Dietician	\$	57.00 per hour
Respiratory therapists		Med B, Pvt Insurance or fee for service as charged by vendor
Social Work Consulting session	\$	33.00 /30 min minium
Wound Care		Med B, Pvt Insurance or fee for service as charged by vendor

WELLNESS PROGRAM MEDICAL SUPPLIES:

Medical Supplies		Fee for service as charged by vendor plus 10%
"Sharps" Container Charge	\$	11.50
Incontinent Supplies	\$	410.00 /month

**APPENDIX F- RSA SERVICES RATES
FY2024**

**2024
Fee**

HELP at HOME [RSA] SERVICES

Daily Med Pass Program: Levels	Level 1 - once a day	\$	475.00 per month
	Level II (two or more daily)	\$	600.00 per month
Medication Reminders: Levels	Level 1 - once a day visit	\$	450.00 per month
	Level II (two or more times a day visit)	\$	575.00 per month
Medication Dispense Only		\$	250.00 per month
Eye Drops / Ear Drops / Nasal Spray or Drops		\$	36.50 /15 minute
Injections		\$	36.50 /15 minute
Blood Sugar Checks		\$	36.50 /15 minute
Enema / Suppository / Vaginal Inserts		\$	36.50 /15 minute
Breathing Treatments		\$	36.50 /15 minute

Treatments

Wound Management (per Physician orders):			
Nurse Time		\$	36.50 /15 minute
Supplies			Fee for service as charged by vendor plus 10%
Transdermal Patches		\$	36.50 /15 minute
Topical		\$	36.50 /15 minute
Colostomy Care		\$	31.50 /15 minute
Catheter Bag Care		\$	31.50 /15 minute

Vital Signs

Blood Pressure / Pulse / Oxygen Level / Temp / Respirations		\$	36.50 /15 minute
Time			

Caregiver Assistance

ADL Requiring GNA / C N A / Companionship	Minimum 4 hours	\$	28.00 / hour
Double Time: Holidays	Minimum 4 hours	\$	56.00 / hour

E-CALLS

Medical Services (available 24 hours/day, 7 days/week):		\$	36.50 /15 minute
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EQUIPMENT PURCHASE OR RENTAL

Fee for service as charged by vendor plus 10%

All Equipment			
HCC Personal Laundry		\$	100.00
Actual			