

Oakland Mills Community Association

The Other Barn • 5851 Robert Oliver Place • Columbia, MD 21045
410-730-4610 • oaklandmills.org

oakland mills
we value connections

Dear Oakland Mills Resident:

Thank you for purchasing the Resale Documents for the village of Oakland Mills. The information contained within these documents is provided by the Oakland Mills Community Association and may not be reproduced or photocopied for purposes of resale. This information also becomes part of the deed of each property owner, and all are required to have and to hold these documents, and to abide by them, affording each resident all the rights and responsibilities of owning property in Columbia, MD. These documents are available at a combined cost of \$20.00.

If you are selling property in Columbia, in addition to purchasing and providing these documents for settlement, please request a Letter of Compliance. This letter provides written documentation from the Village of Oakland Mills that your property is free of covenant violations. If violations exist, a letter will be sent stating what needs to be done to bring the property into compliance. A request form is included in this packet.

If you are purchasing property in Columbia, we suggest that you ask the seller to provide you with a letter of compliance. Uncorrected violations become the responsibility of the buyer when they purchase the property.

A copy of the Oakland Mills Architectural Guidelines is also being provided to you at this time at no additional cost. The guidelines help residents to better understand the covenants by providing information on seeking architectural approval for changes to their properties.

If you have questions about the information in this letter, the covenants, guidelines, or the Oakland Mills Community Association, please feel free to contact us at 410-730-4610, or visit our website: <http://oaklandmills.org>

Sincerely,

Carrie Wenholz
Covenant Advisor
Oakland Mills

Deb Buie
Covenant Advisor
Oakland Mills



Oakland Mills Community Association
The Other Barn
5851 Robert Oliver Place, Columbia, MD 21045
410-730-4610

Welcome to the Village of Oakland Mills. Attached are copies of the following documents relating to the Oakland Mills Community Association:

Articles of Incorporation
By-laws
Amendments to the By-laws
Covenants (Deed, Agreement and Declaration)
A map of the Village of Oakland Mills

You will also receive a copy of the Architectural Committee Guidelines.

The Oakland Mills Community Association is located in the Other Barn, at 5851 Robert Oliver Place, Columbia, MD 21045. Our office phone numbers are 410-730-4610 and 301-596-5237.

The Management Agent for the Oakland Mills Community Association is the Village Manager, whose office is located at the Other Barn. New residents are invited to call the village office with any questions relating to this set of documents, and should ask at the office for a Welcome Packet.

Buyers and sellers of property in Maryland should be aware of the Maryland Homeowners Association Act, which states:

- (1) Within 30 calendar days of any resale transfer of a lot within a development, the transferor shall notify the homeowners association for the primary development of the transfer.
- (2) The notification shall include, to the extent reasonably available, the name and address of the transferee, the name and forwarding address of the transferor, the date of the transfer, the name and address of any mortgagee, and the proportionate amount of any outstanding homeowners association fee or assessment assumed by each of the parties to the transaction.

Notification of transfer of property in Oakland Mills should be sent to the Columbia Association, at 10221 Wincopin Circle, Suite 100, Columbia, MD 21044, who will notify the Oakland Mills Community Association. Transfers of townhouses or other properties with additional homeowners associations should be reported to the appropriate local association.



Request for "Letter Of Compliance"

Date: _____

To: Covenant Advisor
Village of Oakland Mills

Settlement date, if known: _____

I _____ property owner of _____
(Print name) (Property Address)

requests that the Covenant Advisor inspect this property for compliance with the "Oakland Mills Village Covenants" and understands that it may take several weeks for the request to be processed.

(Owner's Signature)

(Owner's Mailing Address)

(Owner's Home Telephone Number)

(Owner's Work Telephone Number)

_____ (Real estate agent's name)	_____ (Real estate agent's company)
_____ (Agent's Telephone Number)	_____ (Agent's Fax Number)

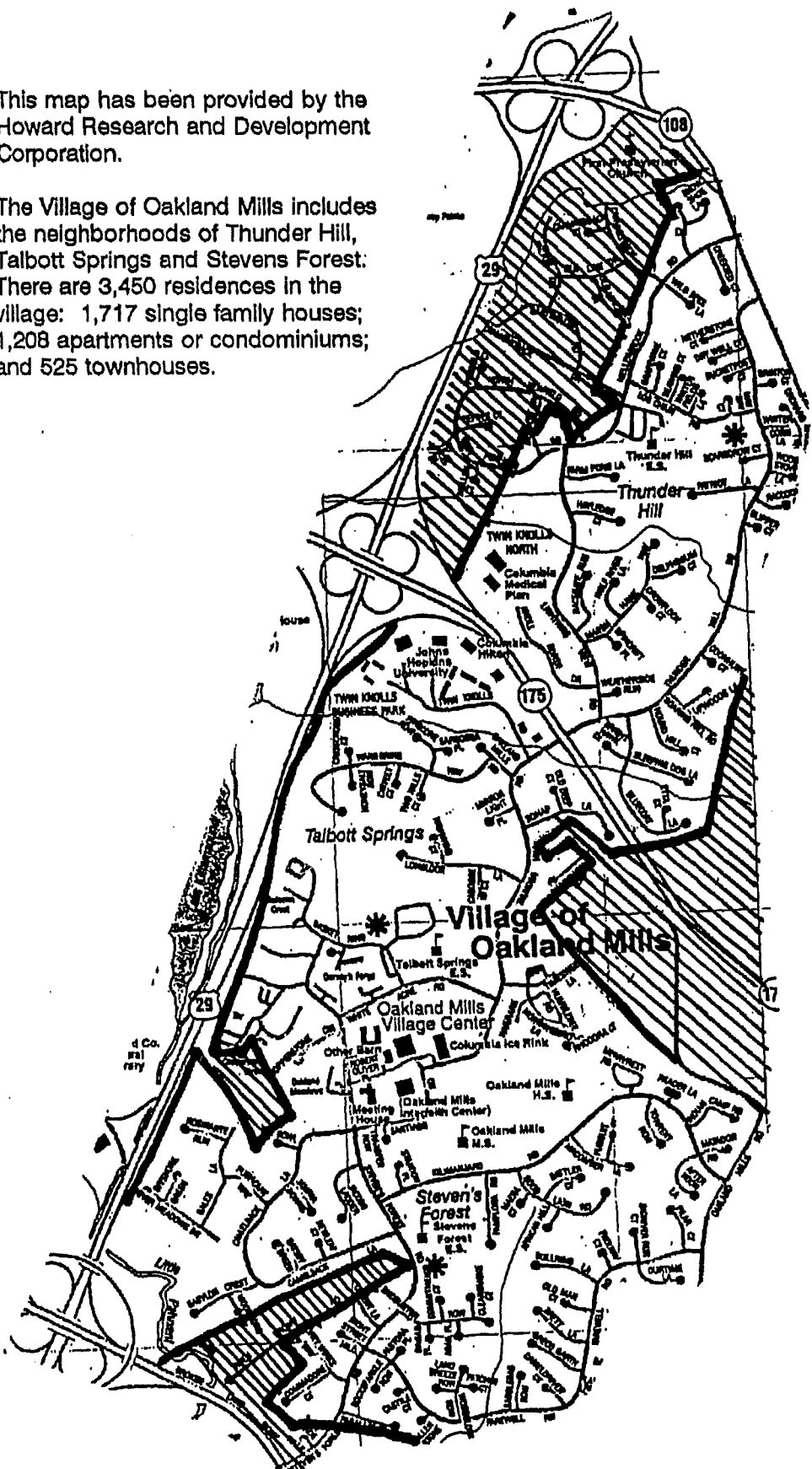
Note: Information on this form must be complete. Failure to provide all information in a timely manner may delay the Letter of Compliance being issued. This process involves a site visit to determine whether there are maintenance violations and/or any unapproved exterior alterations.

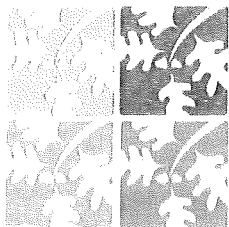
Forms must be signed only by homeowner. Form may be faxed to **410-730-4620**.

Covenant Advisor's Telephone Number: **410-730-4610** Email: omcacov@columbiavillages.org

This map has been provided by the Howard Research and Development Corporation.

The Village of Oakland Mills includes the neighborhoods of Thunder Hill, Talbott Springs and Stevens Forest. There are 3,450 residences in the village: 1,717 single family houses; 1,208 apartments or condominiums; and 525 townhouses.





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**Oakland Mills Community Association
EXTERIOR ALTERATION APPLICATION**

APPLICATION SHOULD BE RETURNED TO:
Oakland Mills Community Association
5851 Robert Oliver Place
Columbia, MD 21045
Attn: Covenant Advisor,
applications@oaklandmills.org
Phone 410-730-4610 Fax 410-730-4620

FOR OFFICE USE ONLY	
OM #	_____
Date Rec'd	_____
RAC:	_____
AC Deadline	_____
LoC	_____ <u>Comp</u> _____
CA	_____ <u>HOA</u> _____
Trees	_____
AC Appeal	_____
S.A.L.	_____

NAME: _____
ADDRESS: _____
PHONE: (Primary) _____ (2nd) _____
EMAIL: _____

The Resident Architecture Committee (RAC) meets on the first and third Thursday of each month at 7:30pm at The Other Barn. Your application will be assigned to a committee member for review. Please consult The Flier, visit the lobby of the Other Barn or visit our website at oaklandmills.org for submission deadlines, meeting dates and other covenant information. You are strongly encouraged to attend the meeting at which your application is considered. Please contact the Covenant Advisor if you have any questions.

Description of Proposed Changes: _____

Signature: _____ Date: _____

Please attach the following information to your application as appropriate for your alteration.

1. **Official Site Plan** - with dimensions, boundaries, present structures and proposed alterations.
2. **Scale Drawings** - of proposed construction including elevations/all views
3. **Color/Material Samples** - roof, siding, trim, paint colors, etc.
4. **Lighting Plan** - of proposed changes to the exterior lighting of the property.
5. **Picture of House/Property** - including the affected area.

ACKNOWLEDGEMENT OF RESIDENTS NEIGHBORING YOUR PROPERTY.

Note: Affected and surrounding residents' signature indicates awareness only and does not represent approval or disapproval of your alteration.

NAME: _____ ADDRESS: _____

NAME: _____ ADDRESS: _____

NAME: _____ ADDRESS: _____

INSTRUCTIONS TO THE APPLICANT:

1. Approval of this application does not supersede any provisions of the Howard County building and zoning codes. For information regarding building permits call 410-313-2455.
2. In addition to approval by the Architecture Committee, your proposed project may also be subject to additional association covenants or restrictions. Generally the more restrictive criteria shall apply. It is the applicant's responsibility to insure compliance with all applicable restrictions.
3. Projects shall be completed in exact compliance with all terms and conditions of the approval. Changes to an approved project will require a new application.
4. Projects shall be approved only within the lot owners' property lines.
5. The entire project must be completed within 180 days from the time construction begins. If additional time becomes necessary, please advise the covenant advisor.
6. Exterior alterations begun without approval of the Architecture Committee are in violation of the Oakland Mills covenants and done at the applicant's own risk.
7. If this application involves the placement of a structure on a portion of the applicant's property adjacent to Columbia Association (CA) property and any portion of the structure is placed on CA property, applicant disclaims for himself/herself and his/her successors any interest in CA's property, agrees to indemnify CA against any costs it incurs to protect its property rights, and agrees to remove the structure from CA's property.

RECOMMENDATION OF THE RESIDENT ARCHITECTURE COMMITTEE (RAC):

_____ Approved _____ With provisions _____ Denied DATE: _____

Provisions/Explanation: _____

_____ Tabled for the following reasons, 1ST DATE: _____ 2ND DATE: _____

1ST TABLE: _____

2ND TABLE: _____

For RAC: _____ For RAC: _____

ARCHITECTURE COMMITTEE ACTION:

_____ Approve RAC Recommendations

Other Action: _____

Signature of AC Member: _____ DATE: _____

If you disagree with this decision you may, within ten (10) days of receipt of this notice, notify the Covenant Advisor in writing of your intent to appeal. You will be notified of the appeal date.

ARCHITECTURE COMMITTEE APPEAL ACTION:

Signature of AC Member: _____ DATE: _____

Oakland Mills Community Association, Inc.

ARTICLES OF INCORPORATION

FIRST: WE, THE UNDERSIGNED, John Martin Jones, Jr., Richard G. McCauley, and George A. Nilson, the post office address of all of whom is No. 900 First National Bank Building, Redwood and Light Streets, Baltimore, Maryland 21202, each being at least twenty-one years of age, do hereby associate ourselves as incorporators with the intention of forming a corporation under and by virtue of the General Laws of the State of Maryland.

SECOND: The name of the corporation (which is hereinafter called the "Association") is OAKLAND MILLS COMMUNITY ASSOCIATION, INC.

THIRD: The Association is not formed for pecuniary gain or profit, direct or indirect, to itself or its members. The purposes for which the Association is formed are as follows:

To organize and operate a nonprofit civic organization, which shall be organized and operated exclusively for the promotion of the health, safety, common good and social welfare of the owners of property in, and the residents of, that area of the community of Columbia, a new town being developed in Howard County, Maryland, by THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation (hereinafter referred to as "HRD"), known as the Village of Oakland Mills (the "Property") and located upon the property described in that certain Deed, Agreement and Declaration (hereinafter referred to as the "Oakland Mills Declaration"), dated November 7, 1968, between HRD, MILDRED VIRGINIA TRESSLER, and THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC. (hereinafter referred to as "CPRA"), and filed for recording among the Land Records of Howard County, Maryland, and such additions thereto as may hereafter be annexed thereto pursuant to the provisions of the Oakland Mills Declaration.

For the general purpose aforesaid, and limited to that purpose (hereinafter sometimes referred to as the "Purpose"), the Association shall have the following specific purposes:

1. to do any and all lawful things and acts within its powers, as hereinafter set forth, which the Association from time to time may deem to be appropriate in order to benefit, aid, promote and provide for peace, health, safety, convenience, comfort and the general welfare of the owners of property in, and the residents of, the Property;

2. to assist CPRA in the conduct of its activities and performance of its responsibilities relating to the operation, maintenance and development of community facilities and services within Columbia, and particularly that part thereof forming the Property, as the same are more fully set forth in that certain Deed, Agreement and Declaration dated the 13th day of December, 1966, by and between CPRA and C. AILEEN AMES and filed for recording among the Land Records of Howard County and recorded in Liber W.H.H. 463, Folio 158, (hereinafter referred to as the "CPRA Declaration") and the Articles of Incorporation of CPRA;

3. to provide an organization through which the owners of property in, and the residents of, the Property shall be represented, by a member of the Association, on the Columbia Council, an unincorporated association, the membership of which will be composed of representatives of various associations in Columbia which have been approved by CPRA, said Council, in turn, being entitled to nominate from among its membership, persons to be elected and serve on the Board of Directors of CPRA, all as provided in the Articles of Incorporation of CPRA; and

4. to operate and maintain any and all property or facilities which it may acquire for the use and benefit of its members.

Solely in aid of the Purposes of the Association, the Association shall have the following powers:

1. to purchase, lease, hire, receive donations of, or otherwise acquire, hold, own, develop, improve, maintain and operate and to aid and subscribe toward the acquisition, development or improvement, of real and personal property, and rights and privileges therein, suitable or convenient for the Purposes of the Association;

2. to purchase, lease, hire, receive donations of, or otherwise acquire, hold, own, develop, erect, improve, manage, maintain, and operate, and to aid and subscribe toward the acquisition, construction or improvement of, systems, buildings, machinery, equipment and facilities, and any other property or appliances which may appertain to or be useful in the accomplishment of the Purposes of the Association;

3. to impose, collect and disburse dues and assessments in accordance with and subject to the provisions of the Oakland Mills Declaration;

4. to solicit, receive and accept donations of money or property or any interest in property from the State of Maryland, Howard County, or any subdivision of either, the Federal government or any agency or instrumentality thereof, or from any person or entity;

5. to raise money for any particular facility or service which the Association proposes to provide by means of payment of dues or special assessments by its members and to provide, operate and maintain, and supervise the use of any such facility or service upon the voluntary payment of such dues or assessments by its members;

6. to make contracts, incur liabilities, and borrow money and to issue bonds, notes or other obligations and secure the same by mortgage or deed of trust of all or any part of the property, franchise or income owned by the Association and to guarantee the obligations of others in which it may be interested for the furtherance of the Purposes of the Association;

7. to undertake and prepare or cause to be prepared studies, plans, recommendations, budgets and any other similar things (for submission to any public authority, civic group or association, CPRA, or for its own use) which relate to any phase or aspect of the physical, social or cultural development of the Property, or Columbia as a whole, and to create, or cause to be created, committees and other organizations for the supervision and implementation thereof;

8. to engage in and sponsor civic activities relating to the cultural, educational, social and civic affairs of the owners of property in, or residents of, the Property, or Columbia as a whole, and to appear before and represent its members in or before other civic groups, associations, boards or other like organizations;

9. to sponsor, engage in, conduct and encourage cultural, educational, social and civic and other beneficial activities relating to the Property, or Columbia as a whole;

10. to have and exercise to the extent necessary or desirable for the accomplishment of the aforesaid specific purposes and to the extent that they are not inconsistent with the Purposes of the Association, any and all powers conferred upon corporations of a similar character by the General Laws of the State of Maryland.

FOURTH: The post office address of the principal office of the Association in this state is Columbia, Maryland. The name and post office address of the resident agent of the Association in this state are John Martin Jones, Jr., 900 First National Bank Building, Redwood and Light Streets, Baltimore, Maryland 21202. Said resident agent is an individual actually residing in this State.

FIFTH: The Association is not authorized to issue capital stock.

SIXTH: The following shall automatically be members of the Association:

A. *Owners.* "Owner", for purposes of this Article Sixth shall mean and include the owner of any "Unit" within the Property, or any common or joint interest therein if such Unit is owned by more than one person or entity. "Unit" shall mean and include (i) the fee simple title to any Lot (as defined in the Oakland Mills Declaration) within the Property; (ii) the fee simple title to a unit in any condominium development within the Property; and (iii) any share, membership or other interest in any cooperative or other entity

organized and operated for the purpose of making residential dwelling units available to its shareholders, members or other beneficiaries, which share, membership or other interest entitles the owner thereof to possession of any residential dwelling unit within the Property.

B. *Tenants*. "Tenant" for purposes of this Article Sixth, shall mean and refer to an individual who (i) actually resides on the Property under a written lease from an Owner in which such individual is named as lessee, and (ii) delivers an executed copy of such lease to the Board of Directors.

No person or other entity shall be a member of the Association after he ceases to own or hold the interest in a portion of the Property which theretofore qualified him for membership under the provisions set forth above.

Contract sellers of any of the interests set forth above in connection with qualification for membership in the Association shall be members, but those having an interest merely as security for the performance of an obligation shall not be members of the Association.

SEVENTH: All members, so long as the same shall qualify under Article Sixth above, shall be entitled to vote on each matter submitted to a vote at a meeting of members. Each member of the Association shall have one vote, subject to the following exceptions and conditions:

A. If any member owns or holds more than one lot, unit, share, membership or other interest as described in Article Sixth above, in connection with qualification for membership, such member, subject to the provisions of this Article Seventh, shall be entitled to one vote for each such lot, unit, share, membership or interest owned or held.

B. When any lot, unit, share, membership or other interest, as described in Article Sixth above in connection with qualification for membership, is owned or held by more than one member as tenants by the entirety or in joint tenancy or tenancy in common or any other manner of joint or common ownership or interest, such members shall collectively be entitled to only one vote relative to that lot, unit, share, membership or other interest, and if such members cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such lot, unit, share, membership or other interest.

C. Any member who is in violation of the Oakland Mills Restrictions as defined in the Oakland Mills Declaration, as determined by the Board of Directors, or who fails to pay any dues or any special assessment established by the Association shall not be entitled to vote during any period in which any such dues or assessments are due and unpaid or in which such violation continues, except with respect to the casting of a vote for a representative on the Columbia Council.

D. The Board of Directors may make such regulations, consistent with the terms of the Oakland Mills Declaration and this Charter, as it deems advisable for any meeting of members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of members for voting purposes, and such other matters concerning the conduct of meetings and voting as it shall deem fit.

E. Except as specified in this paragraph and in paragraph F immediately following, no member shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise, and no vote shall be valid unless cast in person by the individual member, provided, however, (i) that in the case of a corporate member, the vote may be cast by an appropriate officer of such corporation; (ii) that in the case of joint or common ownership as set forth in subparagraph B. of this Article Seventh, any one such member shall be entitled to cast the vote with respect to the lot, unit, share, membership or other interest in question; (iii) that members unable to attend a meeting at which Directors are to be elected or at which a representative to the Columbia Council is to be elected shall be entitled to file a written vote under absentee balloting regulation provided in the By-Laws; and (iv) agencies or instrumentalities of the Federal Government, if otherwise entitled to vote, may vote by written proxy.

F. On any matter submitted to the members for vote, other than the election of Directors or the election of a representative to the Columbia Council, any member entitled to vote may cast a vote without attending the meeting in question by either of the following procedures, at his election:

(i) the member may sign a written proxy designating a particular individual to cast the member's vote on any issue coming before a particular meeting (other than the aforesaid excluded matters), which proxy shall be valid only with respect to the meeting specified therein; or

(ii) file a written statement with the Board of Directors prior to the meeting in question, specifying the issue on which the member intends to vote (other than the aforesaid excluded matters) and that the member votes for or against the same.

Any vote cast under either of the procedures set forth in this paragraph F shall have the same force and effect as if the member in question had appeared at the meeting and had cast his vote in person.

EIGHTH: The affairs of the corporation shall be managed by a Board of five (5) directors, at least two of whom shall be members of the Association except as herein provided with regard to the initial Board of Directors. The initial Board of Directors shall consist of five (5) directors who shall hold office until the election of their successors. Beginning with the first annual meeting of the Association to be held on or before March 1, 1969, the members, at each such annual meeting, shall elect five (5) directors, at least two of whom shall be elected from among the membership of the Association, each for a term of one year. The names of those persons who are to act as directors until the election of their successors are:

JAMES W. ROUSE

WILLIAM E. FINLEY

WILLARD G. ROUSE

ROBERT E. HUFF

RICHARD L. ANDERSON

Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director, and if not previously so filled, shall be filled at the next meeting of members of the Association. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director, the vacancy in whose position he was elected to fill.

NINTH: The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Association and of the directors and members:

1. The Board of Directors shall have power to determine from time to time whether and to what extent and at what times and places and under what conditions and regulations the books, accounts and documents of the Association, or any of them shall be open to the inspection of members, except as otherwise provided by statute or by the by-laws; and, except as so provided no member shall have any right to inspect any book, account or document of the Association unless authorized so to do by resolution of the Board of Directors.

2. The Association may enter into contracts and transact business with any director or member or with any corporation, partnership, trust or association of which any director or member is a stockholder, director, officer, partner, member, trustee, beneficiary, employee or in which any director or member is otherwise interested; and such contract or transaction shall not be invalidated or in any way affected by the fact that such director or member has or may have an interest therein which is or might be adverse to the interests of the Association, provided that the fact of such interest shall be disclosed or known to the other directors or members acting upon such contract or transaction; and such director or member may be counted in determining the existence of a quorum at any meeting of the members or Board of Directors which shall authorize any such contract or transaction and may vote thereat to authorize any such contract or transaction, with like force and effect as if he were not so interested. No director or member having disclosed or made

known an adverse interest shall be liable to the Association or any member or creditor thereof or any other person for any loss incurred by the Association under or by reason of any such contract or transaction, nor shall any such director or member be accountable for any gains or profits realized therefrom.

3. Any contract, transaction or act of the Association or of the Board of Directors which shall be ratified by a majority of the members having voting powers and attending any annual meeting, or attending any special meeting called for such purpose, shall so far as permitted by law be as valid and as binding as though ratified by every member of the Association, provided, that a quorum of members shall be present at any such meeting.

4. Any person who is serving or has served as a director or officer of the Association, or as a member of the Columbia Council, or as a member and director of CPRA, may be indemnified by the Association, insofar as it is able, and insofar as the Board of Directors shall by resolution determine, against expense actually and necessarily incurred by him in connection with the defense of any action, suit or proceedings in which he is made a party by reason of having been such a member or director, except in relation to matters as to which such person is adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

5. Members holding 10% of the total votes eligible to be cast shall constitute a quorum at any meeting of members. If a quorum is not present at any meeting of members, a majority of the members present may call a further meeting of members, in accordance with the provisions of §135 of Article 23 of the Annotated Code of Maryland (1957 Ed.), or other applicable law, and at such further meeting the members present shall constitute a quorum and by majority vote of those present may approve or authorize any proposed action, and take any other action, including, without limitation, the election of directors, which might have been taken at the original meeting, if a sufficient number of members had been present.

6. The Association reserves the right to make from time to time and at any time any amendment to its Charter, as then in effect, which may be now or may hereafter be authorized by law, provided, however, that no amendment shall be made except upon the affirmative vote of (i) two-thirds ($\frac{2}{3}$) of the Board of Directors then in office, and, (ii) a majority of the members entitled to vote.

7. There shall be no liquidation, dissolution, or winding up of the Association, nor any transfer of any of the assets of the Association except upon the affirmative vote of two-thirds ($\frac{2}{3}$) of the Board of Directors then in office, and, in addition, (i) upon the affirmative vote of at least two-thirds of the membership at a meeting at which a quorum of at least seventy-five per cent (75%) of the members entitled to vote is present or (ii) upon the execution by members entitled to cast two-thirds of the votes of those entitled to vote of a written instrument approving the proposed action. Upon any liquidation, dissolution or winding up of the Association hereunder, the property of the Association, both real and personal shall be dedicated to and vest in any non-profit corporation formed and operated for purposes similar to those set forth herein for the Association, Howard County, the State of Maryland, or the United States of America in the order stated.

8. The Board of Directors of the Association shall in each year, elect from among its members a chairman who shall preside at all meetings at which he is present.

9. The members of the Association shall in each year elect from among the members thereof a representative to serve a one year term as a member of the Columbia Council. The representative so elected shall be entitled, *ex officio*, to attend all meetings of the Board of Directors and shall have the same rights as a Director, except that he shall not have the right to vote as a Director on any matter.

10. The Board of Directors shall designate one person (who need not be a member of the Association) to serve as the Manager of the Association. The Manager of the Association shall, *ex officio*, be the secretary and the chief financial officer of the Association. It shall be the function and the responsibility of the Manager of the Association to (i) attend all meetings of members, and meetings of the Board of Directors, and to keep appropriate corporate records of all proceedings; (ii) to keep the fiscal records of the Association and to

prepare budgets in connection with the conduct and operation of the affairs of the Association; (iii) to provide liaison between CPRA and the Association and generally to advise the Association in the conduct and operation of its affairs; and (iv) to administer and manage the day to day affairs of the Association under the general supervision of the Board of Directors.

11. The Board of Directors of the Association may from time to time establish dues and assessments to be payable by the members of the Association, in accordance with the provisions of the Oakland Mills Declaration.

12. In exercising the right granted to the Association hereunder to place mortgages or deeds of trust on any part of the property owned by the Association, the Board of Directors shall have the right, without referring the matter to a vote of the Association, to place a mortgage or deed of trust on a portion of the property, provided that the proceeds of such mortgage or deed of trust, after paying any expenses incurred in connection with such borrowing, are devoted solely to the construction of improvements on that part of the property so subjected to the mortgage or deed of trust. All mortgages or deeds of trust not specifically permitted by the preceding sentence must be submitted to and approved by a majority of the members of the Association entitled to vote.

TENTH: The duration of the Association shall be perpetual.

IN WITNESS WHEREOF, we have signed these Articles of Incorporation this 7th day of November, 1968.

WITNESS:

/s/ MARJORIE C. DENNEY

/s/ JOHN MARTIN JONES, JR.
John Martin Jones, Jr.

/s/ MARJORIE C. DENNEY

/s/ RICHARD G. McCAULEY
Richard G. McCauley

/s/ MARJORIE C. DENNEY

/s/ GEORGE A. NILSON
George A. Nilson

STATE OF MARYLAND, }
CITY OF BALTIMORE, } SS:

I HEREBY CERTIFY, That on this 7th day of November, 1968, before me, the subscriber, a Notary Public of the State of Maryland, acting in the City of Baltimore aforesaid, personally appeared John Martin Jones, Jr., Richard G. McCauley and George A. Nilson, and severally acknowledged the foregoing Articles of Incorporation to be their act and deed.

AS WITNESS my hand and Notarial Seal the day and year last above written.

/s/ INGRID DELICH
Notary Public

[NOTARIAL SEAL]

My commission expires: 7/1/69.

Oakland Mills Village Covenants

DEED, AGREEMENT AND DECLARATION

THIS DEED, AGREEMENT AND DECLARATION, made this 7th day of November, 1968, by and between THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation (hereinafter referred to as "HRD"), Grantor, and MILDRED VIRGINIA TRESSLER, unmarried, a resident of Howard County, Maryland (hereinafter referred to as the "Declarant"), Grantee, and THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC., a Maryland non-profit membership corporation (hereinafter referred to as "CPRA").

WHEREAS, HRD has heretofore acquired the fee simple or leasehold interest in the land described in Exhibit A annexed hereto and made a part hereof, said land in its entirety being hereinafter referred to as the "Property";

WHEREAS, the Property, together with certain other property, was heretofore subjected to those certain covenants, easements, charges and liens set forth in that certain Deed, Agreement and Declaration of Covenants, Easements, Charges and Liens dated the 13th day of December, 1966, by and between CPRA and C. Aileen Ames and recorded among the Land Records of Howard County in Liber W.H.H. 463, folio 158, *et seq.*, all said covenants, easements, charges and liens so imposed being hereinafter referred to as the "CPRA Restrictions";

WHEREAS, HRD has subdivided the Property and desires to subject the same to those certain additional covenants, agreements, easements, restrictions, charges and liens (hereinafter referred to collectively as the "Restrictions") as hereinafter set forth;

WHEREAS, CPRA is a non-profit civic organization formed for the purposes described in its Charter and in the CPRA Restrictions and for the purposes described herein;

WHEREAS, Oakland Mills Community Association, Inc., is a Maryland non-profit membership corporation (hereinafter referred to as the "Association") formed for the purposes described in its Charter and herein;

WHEREAS, CPRA has approved the Association for the purposes stated in Article Seventh of the CPRA Charter; and

WHEREAS, in order to cause the Restrictions to run with, burden and bind the Property, HRD does, by this deed, convey the Property to the Declarant upon condition that Declarant covenant and declare as herein provided and forthwith reconvey the Property to HRD subject to, and burdened and bound by, the Restrictions.

NOW, THEREFORE, THIS DEED, AGREEMENT AND DECLARATION, WITNESSETH: that for and in consideration of the premises and the sum of Five Dollars (\$5.00), paid by each party to the other, the receipt and sufficiency whereof being hereby mutually acknowledged, the parties hereto do hereby grant, covenant and declare as follows:

HRD does hereby GRANT, CONVEY AND ASSIGN unto the Declarant, the Property, subject, however, to the Restrictions imposed hereby.

TOGETHER with any and all improvements thereon and all rights and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the Declarant, her heirs, executors, administrators and assigns, forever, in fee simple, subject, however, to the Restrictions which it is hereby covenanted and agreed shall be binding upon (i) the Declarant, her heirs, executors, administrators and assigns, and (ii) the Property, to the end that the Restrictions shall run with, bind and burden the Property, for and during the period of time specified hereafter.

AND the parties hereto further covenant and declare as follows:

ARTICLE I

DEFINITIONS

Section 1.01. "Architectural Committee" as defined in Section 7.01 hereof.

Section 1.02. "Association" shall mean and refer to Oakland Mills Community Association, Inc., its successors and assigns.

Section 1.03. "Association Board" shall mean and refer to the Board of Directors of the Association.

Section 1.04. "Association Charter" shall mean and refer to the Articles of Incorporation of the Association.

Section 1.05. "Association Land" shall mean all real property owned and maintained by the Association for the common use and enjoyment of its members.

Section 1.06. "CPRA" shall mean and refer to The Columbia Park And Recreation Association, Inc., or to a "Successor Corporation", as defined in Section 7.04 of the CPRA Restrictions, and "CPRA Land" shall mean and refer to such part of the Property as may at any time be owned by CPRA (or such Successor Corporation).

Section 1.07. "CPRA Board" shall mean and refer to the Board of Directors of CPRA.

Section 1.08. "CPRA Charter" shall mean and refer to the Articles of Incorporation of CPRA.

Section 1.09. "Declarant" shall mean and refer to MILDRED VIRGINIA TRESSLER, her heirs, executors, administrators and assigns.

Section 1.10. "Declaration" shall mean and refer to this Deed, Agreement and Declaration as the same may from time to time be supplemented or amended in the manner prescribed herein.

Section 1.11. "Development Period" shall mean and refer to the seven (7) year period commencing on the day that this Deed, Agreement and Declaration is filed for recording among the Land Records of Howard County, Maryland.

Section 1.12. "Easement area" as defined in Section 9.02 hereof.

Section 1.13. "HRD" shall mean and refer to The Howard Research And Development Corporation, its successors and assigns.

Section 1.14. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property or any part thereof, except "CPRA Land", as herein defined.

Section 1.15. "Members" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.16. "Mortgage" shall mean and refer to a mortgage, deed of trust or other security device and "mortgagee" shall mean and refer to the mortgagee, beneficiary, trustee or other holder of any of the foregoing instruments.

Section 1.17. "Owner" shall mean and refer to the owner of any "Unit" within the Property, or any common or joint interest therein if such Unit is owned by more than one person or entity. "Unit" shall mean and include (i) the fee simple title to any Lot within the Property; (ii) the fee simple title to a unit in any condominium development within the Property; and (iii) any share, membership or other interest in any cooperative or other entity organized and operated for the purpose of making residential dwelling units available to its shareholders, members or other beneficiaries, which share, membership or other interest entitles the owner thereof to possession of any residential dwelling unit within the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 1.18. "Property" shall mean and refer to that certain real property described more particularly in Exhibit A attached hereto and made a part hereof and, from and after any annexation, such additional lands as may be annexed thereto in the manner prescribed in Section 2.02 hereof.

Section 1.19. "Structure" shall mean and refer to any thing or device [other than trees, shrubbery (less than two (2) feet high if in the form of a hedge) and landscaping] the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall or hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot and (ii) any change in the grade of any Lot of more than six inches from that existing at the time of purchase by each Owner.

Section 1.20. "Tenant" shall mean and refer to an individual who (i) actually resides on the Property under a written lease from an Owner in which such individual is named as lessee, and (ii) delivers an executed copy of such lease to the Association Board.

ARTICLE II

THE PROPERTY SUBJECT TO THIS DECLARATION AND AGREEMENT; ANNEXATION OF ADDITIONAL LANDS

Section 2.01. The Property described in Exhibit A is a portion of a larger area of land owned by HRD. HRD may from time to time cause separate and additional declarations and agreements to be filed subjecting other portions of the larger area of land to restrictions similar to or different from those imposed upon the Property by this Declaration. In addition, HRD may cause additional portions of such larger area of land to be subjected to the terms of this Declaration in the manner prescribed in Section 2.02 hereof. Each Owner and each Tenant, by the act of becoming such, shall be taken to have acknowledged and agreed (i) that the Property described in Exhibit A and such property as may be annexed pursuant to Section 2.02 hereof shall be the only property subject to the Restrictions, (ii) that neither anything contained in this Declaration nor in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring Declarant, HRD, CPRA, the Association, or any successor or assignee to or of any of the aforementioned, to subject, to this Declaration or any other declaration or agreement, any property or land now or hereafter owned by any of them other than that described in Exhibit A annexed hereto, and (iii) that the only manner in which any additional land can be subjected to this Declaration shall be by and in accordance with the

procedure set forth in Section 2.02 hereof. The fact that terms or provisions set forth in separate or additional declarations and agreements relating to property or lands other than the Property may be similar or identical, in whole or in part, to the Restrictions set forth in this Declaration shall not be construed to mean that it was the intent or purpose therein to subject any additional property or lands to this Declaration or any terms or provisions thereof.

Section 2.02. HRD may, from time to time, annex additional lands to the Property, and thereby subject the same to the Restrictions, by the execution and filing for recordation among the Land Records of Howard County of an instrument expressly stating an intention so to annex and describing such additional lands to be so annexed. During that three (3) year period commencing with the date of the recording of this Declaration, HRD may annex additional lands to the Property in its absolute discretion. From and after the termination of said three (3) year period, additional lands may be annexed to the Property provided that each such annexation is approved in writing by the Federal Housing Administration or by two-thirds ($\frac{2}{3}$) of the members of the Association entitled to vote.

ARTICLE III

MEMBERSHIP; VOTING RIGHTS

Section 3.01. The Association shall have as members only Owners and Tenants. All Owners and Tenants shall, upon becoming such, be deemed automatically to have become members and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from, the ownership of any of the interests described in Sections 1.17 or 1.20 hereof.

Section 3.02. All members, so long as the same shall qualify under this Article III, shall be entitled to vote on each matter submitted to a vote at a meeting of members. Each member of the Association shall have one vote, subject to the following exceptions and conditions:

A. If any member owns or holds more than one "Unit" (as defined in Section 1.17 hereof) or lease (in accordance with the terms of Section 1.20 hereof) such member, subject to the provisions of this Article III, shall be entitled to one vote for each such Unit or lease.

B. When any such Unit or lease is owned or held by more than one member as tenants by the entireties, or in joint tenancy or tenancy in common or any other manner of joint or common ownership or interest, such members shall collectively be entitled to only one vote relative to such Unit or lease, and if such members cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Unit or lease.

C. Any member who is in violation of the Restrictions, as determined by the Association Board, shall not be entitled to vote during any period in which such violation continues. Any member who fails to pay any dues or any special assessment established by the Association shall not be entitled to vote during any period in which any such dues or assessments are due and unpaid.

D. The Association Board may make such regulations, consistent with the terms of the Restrictions and the Association Charter, as it deems advisable for any meeting of members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of members for voting purposes, and such other matters concerning the conduct of meetings and voting as it shall deem fit.

E. Except as specified in this paragraph and in paragraph F immediately following, no member shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise, and no vote shall be valid unless cast in person by the individual member, provided, however, (i) that in the case of a corporate member, the vote may be cast by an appropriate

officer of such corporation; (ii) that in the case of joint or common ownership as set forth in subparagraph B. of this Section 3.02, any one such member shall be entitled to cast the vote with respect to the Unit or lease in question; (iii) that members unable to attend a meeting at which Directors of the Association are to be elected or at which a representative to the Columbia Council is to be elected shall be entitled to file a written vote under absentee balloting regulation provided in the By-Laws; and (iv) agencies or instrumentalities of the Federal Government, if otherwise entitled to vote, may vote by written proxy.

F. On any matter submitted to the members for vote, other than the election of Directors of the Association or the election of a representative to the Columbia Council, any member entitled to vote may cast a vote without attending the meeting in question by either of the following procedures, at this election:

(i) the member may sign a written proxy designating a particular individual to cast the member's vote on any issue coming before a particular meeting (other than the aforesaid excluded matters), which proxy shall be valid only with respect to the meeting specified therein; or

(ii) file a written statement with the Board of Directors prior to the meeting in question, specifying the issue on which the member intends to vote (other than the aforesaid excluded matters) and that the member votes for or against the same.

Any vote cast under either of the procedures set forth in this paragraph F shall have the same force and effect as if the member in question had appeared at the meeting and had cast his vote in person.

Section 3.03. The Association shall adopt by-laws specifying the method by which it will be apprised of the names and addresses of all Owners and Tenants and the number of votes to which each is entitled as provided in Section 3.02 hereof.

ARTICLE IV

ASSOCIATION DUES AND ASSESSMENTS

Section 4.01. The Association Board shall have the right to charge members reasonable dues and to assess reasonable pro rata assessments for capital improvements; provided, however, that such dues and assessments shall not be enforceable obligations against any member nor shall they create liens against any part of the Property. The sole remedy for nonpayment of such dues or assessments shall be the suspension of the delinquent member's voting rights (except with respect to the casting of a vote for a representative to the Columbia Council) and the right to use Association Land until such payment is made, but no such suspension shall in any manner relieve the member of the obligation to abide by all Restrictions. In order to regain the right to vote and to use Association Land, the delinquent member need pay only the then current dues and assessments and need not pay delinquent dues and assessments for prior years.

ARTICLE V

PROPERTY RIGHTS

Section 5.01. Every member shall have a right and easement of enjoyment in and to Association Land and such easement shall be appurtenant to and shall pass with any of the interests described in Sections 1.17 or 1.20 hereof. All such rights and easements are subject to the right of the Association, in accordance with the Association Charter and By-Laws:

(a) to limit the number of guests of members in or upon any Association Land or any facilities located thereon;

(b) to charge reasonable admission and other fees for the use of any recreational facilities situated upon Association Land;

(c) to borrow money for the purpose of improving Association Land and in aid thereof to mortgage the same;

(d) to suspend the voting rights and right to use of any such recreational facilities by a member for any period during which any dues or any assessment remain unpaid or during which a violation of the Restrictions exists; and for a period not to exceed 30 days for any infraction of rules and regulations adopted and promulgated by the Association;

(e) to grant easements or rights of way to any public utility corporation or public agency;

(f) to dedicate or transfer all or any part of the Association Land to any public agency or authority or to CPRA for such purposes and subject to such conditions as may be agreed to by the Association and such transferee. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds ($\frac{2}{3}$) of the votes has been properly filed among the records of the Association, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance of the meeting at which such instrument is first presented for signature.

Section 5.02. A member's right of enjoyment in Association Land shall automatically extend to all members of his immediate family residing on any part of the Property. No guests shall be entitled to exercise such right of enjoyment or to any use of Association Land except as provided in, and subject to, such regulations as may be promulgated by the Association Board.

ARTICLE VI

COVENANTS FOR MAINTENANCE

Section 6.01. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the "Architectural Committee", as hereinafter defined, any Owner fails to perform the duties imposed by the preceding sentence, CPRA or the Association, after approval by a two-thirds ($\frac{2}{3}$) decision of the Association Board, and after fifteen (15) days' written notice to Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question.

Section 6.02. The lien provided in Section 6.01 hereof shall not be valid as against a *bona fide* purchaser (or *bona fide* mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Howard County prior to the recordation among the Land Records of Howard County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

ARTICLE VII

ARCHITECTURAL COMMITTEE; ARCHITECTURAL CONTROL

Section 7.01. The "Architectural Committee" shall be composed of those three or more individuals so designated from time to time (i) by HRD during the Development Period and (ii) by

CPRA and the Association after the Development Period, CPRA being entitled at all times after the Development Period to appoint a majority thereof. Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in this Article VII, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Committee, each individual member of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by one such member of any plans and specifications submitted under this Article VII, or the granting of any approval, permit or authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon modification or specified conditions by one such member shall also be final and binding, provided, however, that in any such case, any applicant for such approval, permit or authorization may, within ten (10) days after receipt of notice of any such adverse decision, file a written request to have the matter in question reviewed by the entire Architectural Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Architectural Committee. Thereafter, the decision of a majority of the members of the Architectural Committee with respect to such matter shall be final and binding.

Section 7.02. No Structure shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Committee, but in any event shall include (i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side set-backs and free spaces, if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot; and (ii) a grading plan for the particular Lot.

Section 7.03. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) the failure of such plans or specifications to comply with any of the Restrictions;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots in the vicinity;
- (e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;
- (f) objection to the grading plan for any Lot;
- (g) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;

(h) objection to parking areas proposed for any Lot on the grounds of (i) incompatibility to proposed uses and Structures on such Lot or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or

(i) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon other Lots in the vicinity.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

Section 7.04. Upon approval by the Architectural Committee of any plans and specifications submitted hereunder, copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Section 7.05. The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided, (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the Restrictions, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question.

In the event that the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within sixty (60) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

Section 7.06. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article VII, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article VII and without the approval required herein, and, upon written notice from the Architectural Committee, any such Structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, CPRA or the Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided in this Section 7.06 shall not be valid as against a *bona fide* purchaser (or *bona fide* mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Howard County prior to the recordation among the Land Records of Howard County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

Section 7.07. Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such Structure and the Lot on which such Structure is placed, and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies therewith. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this Section 7.07 shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot, and the use or uses described therein comply with all the requirements of this Article VII, and with all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

Section 7.08. The Architectural Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Article VII, payable at the time such plans and specifications are so submitted, provided, that such fee shall not exceed fifty per cent (50%) of the amount chargeable by the appropriate governmental authority for the application for and processing of building permits for structures on the Lot with regard to which such plans and specifications are submitted.

Section 7.09. Any agent of HRD, CPRA, the Association or the Architectural Committee may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof; and neither HRD, CPRA, the Association nor the Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VIII

GENERAL COVENANTS AND RESTRICTIONS

Section 8.01. Without the prior written approval of the Architectural Committee:

- (a) No previously approved Structure shall be used for any purpose other than that for which it was originally designed;
- (b) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;
- (c) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained; and

(d) No boat, boat trailer, house trailer, trailer or any similar items shall be stored in the open on any Lot.

Section 8.02. No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Lot without the express written authorization of CPRA. CPRA, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, CPRA may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section 8.02, CPRA and the Architectural Committee and the respective agents of each may come upon any Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither CPRA nor the Architectural Committee, nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

Section 8.03. No birds, animals or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or business enterprise involving the use of animals be conducted on the Property without the express written consent of the Architectural Committee. The Architectural Committee may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot.

Section 8.04. No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein. The Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. Signs and other advertising devices may be erected and maintained upon any portion of the Property zoned for industrial or commercial uses if approved by the Architectural Committee, as to color, location, nature, size and other characteristics of such signs or devices.

Section 8.05. No temporary building, trailer, garage or building in the course of construction or other Structure shall be used, temporarily, or permanently, as a residence on any Lot.

Section 8.06. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any approved Structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property.

Section 8.07. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 8.08. CPRA and the Association shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of CPRA or the Association, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days prior written notice of such action.

ARTICLE IX

EASEMENTS

Section 9.01. Easements and rights-of-way are hereby expressly reserved to HRD, its successors and assigns, in, on, over and under the "easement area", as hereinafter defined, of each Lot, for the following purposes:

(a) For the erection, installation, construction and maintenance of (i) poles, wires, lines and conduits, and the necessary or proper attachments in connection with the transmission of electricity, telephone, community antenna television cables and other utilities and other similar facilities, and (ii) storm-water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility facility, service or function, whether above ground or underground; and

(b) For slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved by HRD, its successors and assigns, or which might create erosion or sliding problems, or change, obstruct or retard drainage flow.

HRD and CPRA, and their respective agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights of way are reserved.

HRD and CPRA shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street to a slope of 2 to 1, but there shall be no obligation on either of them to do such grading or to maintain the slope.

Section 9.02. The term "easement area", as used herein, shall mean and refer (i) to those areas on each Lot with respect to which easements are shown on the recorded subdivision plat relating thereto; or (ii) if no easements are shown on any such plat, to a strip of land within the lot lines of each Lot ten (10) feet in width in the front and rear of the Lot and five (5) feet in width on each side, each said distance being measured in each case from the lot line toward the center of the Lot.

ARTICLE X

ZONING AND SPECIFIC RESTRICTIONS

Section 10.01. The Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the Restrictions shall be taken to govern and control.

Section 10.02. Every Owner, by the acceptance of a deed, lease or other instrument conveying any interest described in Section 1.17 hereof acknowledges and agrees, as part of the consideration therefor, that any and all Land Use Controls and Final Development Plan Criteria set forth on any Final Development Plan (or any phase thereof) affecting the Property, or any portion thereof, filed and recorded among the Land Records of Howard County, Maryland, pursuant to Section 17 (or any successor section or part) of the Zoning Regulations of Howard County, Maryland, do not in any way give rise to any legal or equitable right, servitude, easement or other interest appurtenant to the Property or any portion thereof.

ARTICLE XI

RESIDENTIAL PROTECTIVE COVENANTS AND RESTRICTIONS

Section 11.01. The provisions of this Article XI shall relate solely to Lots zoned for residential purposes.

Section 11.02. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon on the Property without the specific written approval of the Architectural Committee. The Architectural Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Architectural Committee, to be compatible with a high quality residential neighborhood. The following activities, without limitation, may be permitted by the Architectural Committee in its discretion: music, art and dancing classes; day nurseries and schools; medical and dental offices; fraternal or social club meeting place; seamstress services.

Section 11.03. All else herein notwithstanding, with the written approval of the Architectural Committee, any Lot may be used for a model home or for a real estate office during the Development Period.

Section 11.04. No clothing or any other household fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use or unless the same are enclosed by a fence or other enclosure at least six inches higher than such hanging articles, provided such fence or other enclosure is approved by the Architectural Committee. No machinery shall be placed or operate upon any Lot except such machinery as is usual in maintenance of a private residence.

Section 11.05. Notwithstanding other provisions herein, the Architectural Committee may authorize any Owner with respect to his Lot to:

- (a) temporarily use a single family dwelling house for more than one family;
- (b) maintain a sign other than as expressly permitted herein;
- (c) locate structures other than the principal dwelling house within set-back areas; or
- (d) use Structures other than the principal dwelling house for residence purposes on a temporary basis.

ARTICLE XII

WATERFRONT AREAS AND WATERWAYS

Section 12.01. Any Lot which shall abut upon any lake, stream, river, canal or other waterway (hereinafter collectively referred to as "Waterways") shall be subject to the following additional restrictions:

- (a) No wharf, pier, bulkhead, or other structure or obstruction shall be built or maintained upon any waterfront site or into or upon any Waterway on the Property or adjacent thereto except with the specific written approval of CPRA. In no event shall any such structure or obstruction be permitted if it is deemed to offer any threat whatsoever to safe navigation upon such Waterway or to the safe and convenient use of such Waterway as a recreation facility.
- (b) No boat canal shall be constructed upon any Lot nor shall any facility or device be constructed or installed upon any Lot which shall in any way alter the course of or natural boundaries of any Waterway or which shall involve or result in the removal of water from any Waterway.

(c) No boats, boat railways, hoists, launching facilities or any similar type of structures or equipment shall be installed, constructed or maintained upon any Lot, nor shall any boat or boat trailer be stored on any Lot in such manner as to be visible from surrounding properties or from the abutting Waterway.

Section 12.02. No boat of any kind shall be operated upon any Waterway on the Property without the prior written approval of CPRA, and even if such approval is granted, such operation shall conform to all rules and regulations promulgated by CPRA concerning the use of boats.

Section 12.03. No garbage, trash or other refuse shall be dumped into any Waterway on the Property.

ARTICLE XIII

DURATION AND AMENDMENT

Section 13.01. The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by Declarant, CPRA, the Association and the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December in the year 2016, after which time said Restrictions shall be automatically extended for successive periods of ten years. This Declaration may not be amended in any respect (except with regard to the annexation of additional properties as set forth in Section 2.02 hereof) except by the execution of an instrument signed by not less than 90% of the Lot Owners, which instrument shall be filed for recording among the Land Records of Howard County, Maryland, or in such other place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2016, this declaration may be amended and/or terminated in its entirety by an instrument signed by not less than 67% of the Lot Owners which instrument shall be filed for recording among the Land Records of Howard County, Maryland, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

ARTICLE XIV

GENERAL

Section 14.01. Violation or breach of any Restriction herein contained shall give Declarant, CPRA or the Association, their respective legal representatives, heirs, successors and assigns, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. Nothing herein contained shall be deemed to affect or limit the rights of the Owners of the Lots within the Property to enforce the Restrictions by appropriate judicial proceedings.

Section 14.02. The failure of Declarant, CPRA, the Association or the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns, to enforce any Restriction herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.

Section 14.03. No Restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

Section 14.04. The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

Section 14.05. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

Section 14.06. Any party to a proceeding who succeeds in enforcing a Restriction or enjoining the violation of a Restriction against a Lot Owner may be awarded a reasonable attorneys' fee against such Lot Owner.

Section 14.07. CPRA, and the Architectural Committee where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation of CPRA and that of any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of CPRA (or the Architectural Committee when acting as set forth above).

CPRA, and the Architectural Committee to the extent specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, CPRA and the Architectural Committee shall take into consideration the best interests of the Owners and Tenants and of the Property to the end that the Property shall be preserved and maintained as a high quality community.

In granting any permit, authorization, or approval, as herein provided, CPRA and the Architectural Committee may impose any conditions or limitations thereon as they shall deem advisable under the circumstances in each case in light of the considerations set forth in the immediately preceding paragraph hereof.

Section 14.08. The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

Section 14.09. No violation of any of these Restrictions shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to these Restrictions as fully as any other Owner of any portion of the Property.

Section 14.10. Each grantee accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to these Restrictions, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these Restrictions and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

LIBER 499, PAGE 121

WITNESS the due execution hereof as of the date first above written.

ATTEST:

THE COLUMBIA PARK AND
RECREATION ASSOCIATION, INC.

/s/ JOHN MARTIN JONES, JR.
Secretary

By /s/ JOHN LEVERING
Vice President.

[CORPORATE SEAL]

WITNESS:

/s/ GEORGE A. NILSON

/s/ MILDRED VIRGINIA TRESSLER [SEAL]
Mildred Virginia Tressler

ATTEST:

THE HOWARD RESEARCH AND
DEVELOPMENT CORPORATION

/s/ JOHN MARTIN JONES, JR.
Secretary

By /s/ L. P. NAYLOR
Executive Vice President

[CORPORATE SEAL]

LIBER 499, PAGE 122

STATE OF MARYLAND, HOWARD COUNTY, SS:

I HEREBY CERTIFY that on this 7th day of November, 1968, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared L. P. NAYLOR, Executive Vice President of THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a corporation of the State of Maryland, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer, and he acknowledged the same to be the act and deed of said corporation. said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal.

DORA-ANN SARAU
Notary Public

[NOTARIAL SEAL]

My commission expires: 7/1/69.

STATE OF MARYLAND, HOWARD COUNTY, SS:

I HEREBY CERTIFY that on this 7th day of November, 1968, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared MILDRED VIRGINIA TRESSLER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and she acknowledged the same to be her act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal.

DORA-ANN SARAU
Notary Public

[NOTARIAL SEAL]

My commission expires: 7/1/69.

STATE OF MARYLAND, HOWARD COUNTY, SS:

I HEREBY CERTIFY that on this 7th day of November, 1968, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared JOHN LEVERING, Vice President of THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC., a corporation of the State of Maryland, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer, and he acknowledged the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal.

DORA-ANN SARAU
Notary Public

[NOTARIAL SEAL]

My commission expires: 7/1/69.

EXHIBIT A

The land conveyed by the within Deed, Agreement and Declaration, and subjected to and burdened and bound by the within covenants, easements, charges and liens, is all those lots or parcels of ground shown on the following Subdivision Plats recorded among the Land Records of Howard County, Maryland:

1. Columbia, Village of Oakland Mills, Section 1, "Thunder Hill", Area 1, Sheet 1 of 3, 2 of 3 and 3 of 3, recorded in Plat Book 15, Folio 43, 44 and 45 respectively.
2. Columbia, Village of Oakland Mills, Section 1, "Thunder Hill", Area 3, Sheet 1 of 1, recorded in Plat Book 15, Folio 46.
3. Columbia, Village of Oakland Mills, Section 2, "Village Center", Area 1, Sheet 1 of 3, 2 of 3 and 3 of 3, recorded in Plat Book 15, Folio 60, 61 and 62 respectively.

The following deed was executed, delivered and recorded immediately following the within Declaration and is listed here for information only:

Mildred Virginia Tressler to The Howard Research And Development Corporation, dated November 7, 1968 (reconveying the property described in Exhibit A hereof), recorded in Liber 499, Folio 124, *et seq.*

BY - L A W S

Oakland Mills Community Association, Inc.

ARTICLE I

MEMBERS

SECTION 1.01. *Annual Meetings.* The Association shall hold each year, commencing with the year 1969, an annual meeting of the members for the election of directors, the election of a representative to serve for a one year term as the representative of the Association on the Columbia Council, and the transaction of any business within the powers of the Association, at 8:00 o'clock P.M., on the second Thursday in February in each year if not a legal holiday, and if a legal holiday then on the first day following which is not a Sunday or a legal holiday. Any business of the Association may be transacted at an annual meeting without being specially designated in the notice, except such business as is specifically required by statute or by the charter to be stated in the notice. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

SECTION 1.02. *Special Meetings.* At any time in the interval between annual meetings, special meetings of the members may be called by the Chairman of the Board or the Manager or by a majority of the Board of Directors by vote at a meeting or in writing with or without a meeting.

SECTION 1.03. *Place of Meetings.* All meetings of members shall be held at the principal office of the Association in Columbia, Maryland, except in cases in which the notice thereof designates some other place; but all such meetings shall be held within the State of Maryland.

SECTION 1.04. *Notice of Meetings.* Not less than ten days nor more than ninety days before the date of every members' meeting, the Manager shall give to each member entitled to vote at such meeting, written or printed notice stating the time and place of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, either by mail or by presenting it to him personally or by leaving it at his residence or usual place of business. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of the Association, with postage thereon prepaid. Notwithstanding the foregoing provision a waiver of notice in writing, signed by the person or persons entitled to such notice and filed with the records of the meeting, whether before or after the holding thereof, or actual attendance at the meeting in person, shall be deemed equivalent to the giving of such notice to such persons. Any meeting of members, annual or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

SECTION 1.05. *Quorum.* Unless otherwise provided in the charter, at any meeting of members the presence in person of members entitled to cast 10% of the votes thereat shall constitute a quorum; but this section shall not affect any requirement under statute or under the charter of the Association for the vote necessary for the adoption of any measure. In the absence of a quorum the members present in person, by majority vote and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. In addition, at such a meeting where a quorum of members is not present in person, a majority of the members present may call a further meeting of members, in accordance with the provisions of §135 of Article 23 of the Annotated Code of Maryland (1957 Ed.) and at such further meeting the members present in person shall constitute a quorum and by majority vote of those present may approve or authorize any proposed action, and take any other action, including, without limitation, the election of directors, which might have been taken at the original meeting, if a sufficient number of members had been present.

SECTION 1.06. *Votes Required.* A majority of the votes cast at a meeting of members, duly called and at which a quorum is present shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, unless more than a majority of votes cast is required by statute or by the charter. Unless the charter provides for a greater or less number of votes per member or limits or denies voting rights, each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of members; but no member shall be entitled to any vote (except a vote for a representative on the Columbia Council):

- (i) if any dues established by the Board of Directors and payable by such member are due and unpaid at the time of such meeting;
- (ii) if any special assessment established by the Board of Directors and payable by such member is due and unpaid at the time of such meeting; or
- (iii) if such member, as determined by the Board of Directors, shall be, at the time of such meeting, in violation of any of the Oakland Mills Restrictions contained in the Deed Agreement and Declaration between The Howard Research And Development Corporation (HRD) and Mildred Virginia Tressler, dated the 7th day of November, 1968, and filed for recording among the Land Records of Howard County (the "Oakland Mills Declaration").

SECTION 1.07A. *Votes to be Cast in Person.* Except as specified in this Section 1.07A and in the next succeeding Section 1.07B, no member shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise, and no vote shall be valid unless cast in person by the individual member, provided, however, (i) that in the case of a corporate member, the vote may be cast by the president or a vice president of such corporation or such other officer as may be designated in writing by the president or a vice president of the corporation; (ii) that members unable to attend a meeting at which Directors of the Association are to be elected or at which a representative to the Columbia Council is to be elected, shall be entitled to file a written vote under the procedure set forth in this Section 1.07A; and (iii) agencies or instrumentalities of the Federal Government, if otherwise entitled to vote, may vote by written proxy. Any member unable to attend a meeting of the type specified in clause (ii) in the preceding sentence may vote for the election of Directors and/or for the election of a representative to the Columbia Council by sending a written letter addressed to the person then serving as Manager of the Association (or if there be no Manager, then to the Board of Directors of the Association) stating (i) that the member will be unable to attend the meeting in question and (ii) that he casts his vote for the individual or individuals listed in the letter. If such a letter is received by the Manager (or by the Board of Directors) on or before the day of the meeting, or within five (5) days thereafter, the ballot embodied in the letter shall have the same force and effect as if the party sending the same had voted in person.

SECTION 1.07B. On any matter submitted to the members for vote, other than the election of Directors or the election of a representative to the Columbia Council, any member entitled to vote may cast a vote without attending the meeting in question by either of the following procedures, at his election:

- (i) the member may sign a written proxy designating a particular individual to cast the member's vote on any issue coming before a particular meeting (other than the aforesaid excluded matters), which proxy shall be valid only with respect to the meeting specified therein; or
- (ii) file a written statement with the Board of Directors prior to the meeting in question, specifying the issue on which the member intends to vote (other than the aforesaid excluded matters) and that the member votes for or against the same.

Any vote cast under either of the procedures set forth in this Section 1.07B shall have the same force and effect as if the member in question had appeared at the meeting and had cast his vote in person.

SECTION 1.08. *List of Members.* At each meeting of members a full, true and complete list in alphabetical order of all members entitled to vote at such meeting, certifying the number of votes to which each such member is entitled, shall be furnished by the Manager. The method employed by the Manager in determining the names and addresses of members entitled to vote and the number of votes which may be cast by each of them shall have been approved by resolution of the Board of Directors.

SECTION 1.09. *Members.* The qualification for membership shall be that stated in the Charter of the Association.

SECTION 1.10. *Voting.* The rules and regulations concerning the right to vote shall be those stated in the Charter of the Association.

SECTION 1.11. *Informal Action by Members.* Any action required or permitted to be taken at any meeting of members may be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the members entitled to vote on the subject matter thereof and any other members entitled to notice of a meeting of members (but not to vote thereat) have waived in writing any rights which they may have to dissent from such action, and such consent and waiver are filed with the records of the Association.

ARTICLE II

BOARD OF DIRECTORS

SECTION 2.01. *Powers.* The business and affairs of the Association shall be managed by its Board of Directors. The Board of Directors may exercise all the powers of the Association, except such as are by statute or the charter or the by-laws conferred upon or reserved to the members. The Board of Directors shall keep full and fair accounts of its transactions.

SECTION 2.02. *Number of Directors.* The number of directors of the Association shall be five, as provided in the charter, until such number be changed as herein provided. By vote of a majority of the entire Board of Directors, the number of directors may be increased or decreased, from time to time, to not exceeding fifteen nor less than five directors, but the tenure of office of a director shall not be affected by any decrease in the number of directors so made by the Board.

SECTION 2.03. *Election of Directors.* Until the first annual meeting of members or until successors are duly elected and qualify, the Board shall consist of the persons named as such in the charter. At the first annual meeting of members and at each annual meeting thereafter, the members shall elect directors to hold office until the next succeeding annual meeting or until their successors are elected and qualify. At any meeting of members, duly called and at which a quorum is present, the members may, by the affirmative vote of the members entitled to cast the majority of votes thereon, remove any director or directors from office and may elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed directors.

SECTION 2.04. *Vacancies.* Any vacancy occurring in the Board of Directors for any cause other than by reason of an increase in the number of directors may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum. Any vacancy occurring by reason of an increase in the number of directors may be filled by action of a majority of the entire Board of Directors. A director elected by the Board of Directors to fill a vacancy shall be elected to hold office until the next annual meeting of members or until his successor is elected and qualifies.

SECTION 2.05. *Regular Meetings.* After each meeting of members at which a Board of Directors shall have been elected, the Board of Directors so selected shall meet as soon as practicable for the purpose of organization and the transaction of other business, at such time as may be designated by the members at such meeting; and in the event that no other time is designated by the members, the Board of Directors shall meet at 12:00 o'clock Noon on the day of such meeting. Such first meeting shall be held at such place within or without the State of Maryland as may be designated by the members, or in default of such designation at the place designated by the Board of Directors for such first regular meeting, or in default of such designation at the office of the Corporation in Columbia, Maryland. No notice of such first meeting shall be necessary

if held as hereinabove provided. Other regular meetings of the Board of Directors shall be held on such dates and at such places within or without the State of Maryland as may be designated from time to time by the Board of Directors.

SECTION 2.06. *Special Meetings.* Special meetings of the Board of Directors may be called at any time by the Chairman of the Board or the Manager or by a majority of the Board of Directors by vote at a meeting, or in writing with or without a meeting. Such special meetings shall be held at such place or places within or without the State of Maryland as may be designated from time to time by the Board of Directors. In the absence of such designation such meetings shall be held at such places as may be designated in the calls.

SECTION 2.07. *Notice of Meetings.* Except as provided in Section 2.05, notice of the place, day and hour of every regular and special meeting shall be given to each director two days (or more) before the meeting, by delivering the same to him personally, or by sending the same to him by telegraph, or by leaving the same at his residence or usual place of business, or, in the alternative, by mailing such notice three days (or more) before the meeting, postage prepaid, and addressed to him at his last known post office address, according to the records of the Association. Unless required by these by-laws or by resolution of the Board of Directors, no notice of any meeting of the Board of Directors need state the business to be transacted thereat. No notice of any meeting of the Board of Directors need be given to any director who attends, or to any director who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board of Directors, regular or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

SECTION 2.08. *Quorum.* At all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which it is by statute, by the charter or by the by-laws otherwise provided, the vote of a majority of such quorum at a duly constituted meeting shall be sufficient to elect and pass any measure. In the absence of a quorum, the directors present by majority vote and without notice other than by announcement may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

SECTION 2.09. *Compensation.* Directors as such shall not receive any compensation for their services. A director who serves the Association in any other capacity, however, may receive compensation therefor.

SECTION 2.10. *Informal Action by Directors.* Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

ARTICLE III

COMMITTEES

SECTION 3.01. *Committees.* The Board of Directors may by resolution provide for an Executive Committee and for such other standing or special committees as it deems desirable, and discontinue the same at pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be assigned to it by the Board of Directors.

ARTICLE IV

OFFICERS

SECTION 4.01. *Chairman.* The Board of Directors shall in each year elect a Chairman of the Board from among the Directors. The Chairman shall preside at all meetings of the Board of Directors and meetings of members at which he shall be present and shall and may exercise such additional powers and duties as are from time to time assigned to him by the Board of Directors.

SECTION 4.02. *Manager.* The Board of Directors shall in each year elect one person (who need not be a member of the Association) to serve as the Manager of the Association. The Manager of the Association shall, *ex officio*, be the Secretary and the Treasurer of the Association. The Manager shall provide liaison between CPRA and the Association and shall generally advise the Association in the conduct and operation of its affairs. In the absence of the Chairman of the Board, the Manager shall preside at all meetings of the members and of the Board of Directors at which he shall be present; he shall have generally charge and supervision of the business of the Association; he may sign and execute, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated to some other officer or agent of the Association; and, in general, he shall perform all duties incident to the office of a City Manager with regard to the Village of Oakland Mills, and such other duties as, from time to time, may be assigned to him by the Board of Directors.

As Secretary of the Association, the Manager shall keep the minutes of the meetings of the members, and the Board of Directors, in books provided for the purpose; he shall see that all notices are duly given in accordance with the provisions of the by-laws or as required by law; he shall be custodian of the records of the Association; he shall see that the corporate seal of the Association is affixed to all documents the execution of which, on behalf of the Association, under its seal, is duly authorized, and when so affixed may attest the same; and in general, he shall perform all duties incident to the office of a Secretary of a corporation.

As Treasurer of the Association, the Manager shall have charge of and be responsible for all funds, receipts and disbursements of the Association, and shall deposit, or cause to be deposited, in the name of the Association, all monies or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Directors; he shall render to the Board of Directors whenever requested, an account of the financial condition of the Association, and, in general, he shall perform all the duties incident to the office of a Treasurer of a corporation.

The Manager shall serve at the pleasure of the Board of Directors and any vacancy in such office by reason of death, removal, resignation or otherwise shall be filled by the Board of Directors.

SECTION 4.03. *Additional Executive Officers.* The Board of Directors may choose one or more assistant managers, one or more assistant secretaries and one or more assistant treasurers, none of whom need be a director, but all of whom shall be members of the Association. Any two or more of the offices mentioned in this Article IV may be held by the same person; but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument be required by statute, by the charter, by the by-laws or by resolution of the Board of Directors to be executed, acknowledged or verified by any two or more officers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of members next succeeding his election, and until his successor shall have been duly chosen and qualify, or until he shall have resigned or shall have been removed. Any vacancy in any of the above offices may be filled for the unexpired portion of the term of the Board of Directors at any regular or special meeting.

The assistant officers, if any, described in this Section 4.03, shall have such duties as may from time to time be assigned to them by the Board of Directors or the Manager.

SECTION 4.04. *Columbia Council Representative.* The member elected as representative on the Columbia Council shall perform those functions, and shall have those powers, specified in the Charter of the Association and the Charter of The Columbia Park And Recreation Association, Inc.

SECTION 4.05. *Subordinate Officers.* The Board of Directors may from time to time appoint such subordinate officers as it may deem desirable. Each such officer shall hold office for such period and perform such duties as the Board of Directors or the Manager may prescribe. The Board of Directors may, from time to time, authorize any committee or officer to appoint and remove subordinate officers and prescribe the duties thereof.

SECTION 4.06. *Compensation.* None of the officers of the Association (other than the Manager or Assistant Managers) shall be compensated by the Association for services rendered in the capacity of such office. Any such officers (other than the Manager or Assistant Managers) who serve the Association in any

other capacity, however, may receive compensation therefor. The Manager and any Assistant Managers may receive such compensation as may be determined from time to time by resolution of the Board of Directors.

SECTION 4.07. *Removal.* Any officer or agent of the Association may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

ARTICLE V

FINANCE

SECTION 5.01. *Checks, Drafts, Etc.* All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Association, shall unless otherwise provided by resolution of the Board of Directors, be signed by the Manager or an assistant manager and countersigned by one Director of the Association.

SECTION 5.02. *Annual Reports.* There shall be prepared annually by the Manager, a full and correct statement of the affairs of the Association, including a balance sheet and a financial statement of operations for the preceding calendar year, which shall be submitted at the annual meeting of the members and filed within twenty days thereafter at the principal office of the Association in this State.

SECTION 5.03. *Fiscal Year.* The fiscal year of the Association shall be the twelve calendar months period ending December 31st of each year, unless otherwise provided by the Board of Directors.

ARTICLE VI

CERTIFICATES OF MEMBERSHIP

SECTION 6.01. *Certificates of Membership.* The Board of Directors may provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board of Directors. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine or prescribe.

ARTICLE VII

SUNDRY PROVISIONS

SECTION 7.01. *Seal.* The Board of Directors shall provide a suitable seal, bearing the name of the Association, which shall be in the charge of the Manager. The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof.

SECTION 7.02. *Voting Upon Shares in Other Corporations.* Any shares in other corporations or associations, which may from time to time be held by the Association, may be voted at any meeting of the shareholders thereof by the Manager or an assistant manager of the Association or by proxy or proxies appointed by the Manager or an assistant manager of the Association. The Board of Directors, however, may by resolution appoint some other person or persons to vote such shares, in which case such person or persons shall be entitled to vote such shares upon the production of a certified copy of such resolution.

SECTION 7.03. *Amendments.* Any and all provisions of these by-laws may be altered or repealed and new by-laws may be adopted by any annual meeting of the members, or at any special meeting called for that purpose.

ARTICLE VIII

ELECTIONS

SECTION 8.01. *Elections.* Elections will be held for Board of Directors and Representative to the Columbia Council on the third Thursday in February of each year, if not a legal holiday, and if a legal holiday, on the first day following which is not a Sunday or holiday. Polling places shall be as specified by the Board of Directors and will be open for voting at a time to be specified each year. There shall be no electioneering within 100 feet of the polling place.

SECTION 8.02. *Election Committee. Appointment of the Election Committee.* The Board of Directors of the Association shall appoint an Election Monitor Committee and a Chairman before the first week in January of each year. The Board shall fill any vacancies from time - to - time as they occur. *Eligibility for Membership on the Election Committee.* Any member of the Association eligible to vote in the next forthcoming election of Directors and Council Representative shall be eligible for membership to the Election Monitor Committee, but in no event shall a member be a candidate for any Association office. No member of the Election Monitor Committee may actively campaign for or against any candidate. *Duties and Powers of the Election Committee.* The Election Committee upon being certified by the Chairman of the Board of Directors, shall be wholly responsible for the proper conduct of the annual elections of the Columbia Council Representative and the Board of Directors and to that end, the Election Committee shall be empowered to:

- (i) establish such administrative rules and regulations as are necessary to the orderly conduct of the election and
- (ii) prepare and make available such blank nomination petitions as are necessary and
- (iii) prepare all absentee ballots and regular ballots upon the receipt of all nomination petitions upon the closing of the nomination period prescribed and
- (iv) establish and publicize a location for the purpose of receiving requests for, issuing and receiving absentee ballots and
- (v) distribute the absentee ballots in accordance with Section 8.07 of these By - Laws and
- (vi) issue, receive and count all the ballots cast and post results upon the closing of the polls and
- (vii) certify, in writing, the names of those persons elected and the offices to which they were elected, respectively, to the incumbent Board of Directors of the Association and
- (viii) appoint such additional interim associates as are necessary to the conduct of the election itself and
- (ix) in the event of a challenge, prepare and submit a statement of the conduct of the election to the incumbent Board of Directors.

Acceptance of Petitions, Withdrawals, Ballots & Challenges.

- (i) The Committee shall accept any valid nomination petition and upon such acceptance, shall issue a certification of candidacy to the nominee;

(ii) the Committee shall accept any written withdrawal of candidacy, signed by the candidate. Upon receipt of any valid withdrawal, the candidate's name shall be obscured from the ballot;

(iii) the Committee shall validate all absentee ballots and accept only validated absentee ballots. The Committee shall validate all regular ballots at the poll as they are distributed and shall accept only those ballots so properly validated;

(iv) the Committee shall accept and rule on any written challenge submitted and signed by any candidate or member of the Election Monitor Committee.

SECTION 8.03: *Nominations.* Any qualified candidate for Board of Directors or Representative to the Columbia Council must be nominated. Nomination shall be by petition only. The petition, to be circulated by the candidate or by other persons in his behalf and with his consent, will show the full name and address of the candidate, his signature, and the office he is seeking. The nomination petition shall be valid when ten or more members of the Association have signed it. Association members shall not be restricted from signing more than one nomination petition. Each candidate shall be nominated for one office only. Each candidate will submit his nomination petition to the Election Monitor Committee for validation. The Election Monitor Committee will accept nomination petitions for the first day of January through the fourteenth day of January, at which time nominations will be closed. Each candidate submitting a valid petition during the nomination period will be a nominee for the indicated Association office and his name will be placed on the appropriate ballot.

SECTION 8.04. *Candidates' Statements.* Each candidate meeting the requirements for nomination, as set forth herein, may prepare a written campaign statement of not more than one hundred and fifty (150) words. This statement, in order to be reproduced and distributed at the expense of the Association, shall be submitted to the respective Board Manager no later than the 20th of January. The Board Manager, with such assistance as he may require, shall prepare and distribute no later than five (5) days before the Election, in either a regular or special publication, the names of all candidates, the positions they seek, and their prepared statements. Candidates statements will not be edited.

SECTION 8.05 *Preparation of Ballots.* The Election Monitor Committee shall draw the names of candidates by lot to determine position on the ballot. Candidates for Board of Directors and Council Representative will be listed separately. Candidates shall be listed by given name, (First Name, Middle Initial, Last Name), and without reference to titles.

SECTION 8.06 *Balloting.* Members in good standing pursuant to Article III of the Declaration of the Association as of December 31st of each year shall be eligible to vote in the subsequent annual election. The CPRA assessment rolls and the apartment tenant lists together form the official voter registration list. A list of all eligible voters shall be posted at the polling place no later than February 5th. Non - appearance of qualified voter's name shall be referred to the Election Monitor Committee for resolution. Each candidate shall be allowed one representative to observe the counting of the ballots by the Election Monitor Committee. The candidates receiving the largest numbers of votes for Board of Directors will be declared winners of that election. The one candidate receiving the largest number of votes for Representative to the Columbia Council shall be declared winner of that election.

SECTION 8.07 *Absentee Ballots.* Any eligible member of the Association who will be unable to cast a ballot at the designated polling place may cast an absentee ballot. The absentee ballot may be requested in writing or in person from the Chairman of the Election Monitor Committee or his designee. It will be the duty of the Election Monitor Committee to prepare, control, distribute, count, and account for absentee ballots. Absentee ballots may be requested in writing from the twentieth day until the tenth day prior to the election; or requested in person from the twentieth day until the day prior to the election.

The absentee ballot will contain a detachable statement signed by the member certifying that he will be unable to cast his ballot at the designated polling place and that no other member of his residence will cast a ballot at the polling place. The Election Monitor Committee will accept absentee ballots returned by the voter, in person or by mail, until midnight of the day prior to the election.

SECTION 8.08. *Ties and Runoff Elections.* In the event of tie vote for election to the position of Council Representative, or which does not fill the last position to be filled on the Board of Directors, the Election Monitor Committee shall conduct a recount of the ballots within two days. Ballots shall be placed in a locked container and retained by the Chairman of the Election Monitor Committee until the recount occurs. Should the tie persist, the Manager shall immediately notify members of the Association of the date, time and place for a runoff election to resolve such tie. The runoff election shall be conducted within two weeks after the posting of the certified election results by the Election Monitor Committee. Only the names of the candidates involved in the tie will appear on the runoff election ballot. A tie vote for Council Representative, or for the last position to be filled on the Board of Directors shall not effect the results of the entire election. Where a tie vote occurs and the election results have been challenged, the runoff election shall take place within two weeks of the disposition of the challenge.

SECTION 8.09 *Challenge to Election Results.* Any challenge to the results of the election must be submitted in writing to the Chairman of the Election Monitor Committee within five (5) days after the posting of the election results. Ballots will be held by the Chairman of the Election Monitor Committee five (5) days, or until the disposition of any challenge.

SECTION 8.10. Where the procedures set forth in this Article of the By - Laws are found to be inconsistent with any other sections of these By - Laws pertaining to elections the procedures set forth in this Article shall supercede election procedures set forth in those other sections.

AMENDMENTS TO BY-LAWS

OAKLAND MILLS COMMUNITY ASSOCIATION, INC.

Please note that all amendments within an article and section are done in CAPITALS and BOLD type

Last known amendments 6/20/17 AJC

DO NOT REPRODUCE

AMENDMENTS TO BY-LAWS

OAKLAND MILLS COMMUNITY ASSOCIATION, INC.

Amendment to Article 1, Section 1.01, Annual Meetings: (Effective as of December, 1972)

The Association shall hold each year, commencing with the year 1969, an annual meeting of the members for the election of directors, the election of a representative to serve for a one year term as the representative of the Association on the Columbia Council, and the transaction of any business within the powers of the Association. **THE ANNUAL MEETING SHALL BE CALLED BY THE BOARD OF DIRECTORS WITHIN 12 (TWELVE) MONTHS AFTER THE PREVIOUS ANNUAL MEETING AND MAY OCCUR ON ANY WEEKDAY EVENING, WEEKEND, OR COMBINATION THEREOF. THE SPECIFIC DATE, TIME AND PLACE SHALL BE DETERMINED BY THE BOARD OF DIRECTORS. AN EXCEPTION SHALL BE ALLOWED IN 1973 TO PERMIT THE DATE OF THE ANNUAL MEETING TO BE MOVED FROM FEBRUARY TO NO LATER THAN JUNE 1, 1973.** Any business of the Association may be transacted at an annual meeting without being specifically required by statute or by the charter to be stated in the notice. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

Amendment to Article 1, Section 1.01, Annual Meetings: (Effective as of April 20, 1974 and therefore negating the above)

The Association, shall hold each year, commencing with the year 1969, an annual meeting of the members for the election of directors, the election of a representative to serve for a one-year term as the representative of the Association on the Columbia Council, and the transaction of any business within the powers of the Association. **THE ANNUAL MEETING SHALL BE CALLED BY THE BOARD OF DIRECTORS AT ANY TIME ON ANY BUSINESS DAY, OR SERIES OF CONSECUTIVE DAYS, IN THE MONTH OF APRIL, IN EACH YEAR, SAID TIME AND DATE TO BE SELECTED BY THE BOARD OF DIRECTORS NOT LATER THAN THE MEETING HELD IMMEDIATELY PRIOR TO SAID ANNUAL MEETING.**

Amendment to Article 8, Elections: (Effective as of April 19, 1975)

SECTION 8.01. Elections. Elections will be held for Board of Directors and Representative to the Columbia Council on **ANY BUSINESS DAY, OR SERIES OF CONSECUTIVE DAYS, IN THE MONTH OF APRIL IN EACH YEAR. POLLING PLACES WITHIN THE VILLAGE OF OAKLAND MILLS SHALL BE AS SPECIFIED BY THE ELECTION MONITOR COMMITTEE AND WILL BE OPEN FOR VOTING FOR A MINIMUM OF 8 112 CONTINUOUS HOURS.** There shall be no electioneering within 100 feet of polling places.

SECTION 8.02. Election Committee. Appointment of the Election Committee.

The Board of Directors of the Association shall appoint an Election Monitor Committee and a Chairman. **THE TIME OF APPOINTMENT WILL BE DECIDED BY THE BOARD OF DIRECTORS EACH YEAR BUT SHALL BE NO LATER THAN 90 DAYS PRIOR TO ELECTION DATE.**

SECTION 8.02. (X) **SELECT ALL DATES REQUIRED FOR THE PREPARATION, AVAILABILITY AND DISSEMINATION OF THE CANDIDATE'S STATEMENT, ABSENTEE BALLOTS AND REGULAR BALLOTS, VOTER ELIGIBILITY CUT-OFF DATE AND GROUP PUBLIC MEETINGS.**

SECTION 8.03 Nominations. Any qualified candidate for Board of Directors or Representative to the Columbia Council must be nominated. Nomination shall be by petition only. The petition, to be circulated by the candidate or by other persons in his behalf and with his consent, will show the full name and address of the candidate, his signature, and the office he is seeking. The nomination petition shall be valid when ten or more members of the Association have signed it. Association members shall not be restricted from signing more than one nomination petition. Each candidate shall be nominated for one office only. Each candidate will submit his nomination petition to the Election Monitor Committee for validation. **THE ELECTION MONITOR COMMITTEE WILL ACCEPT NOMINATION PETITIONS. THE ELECTION MONITOR COMMITTEE WILL ACCEPT NOMINATION PETITIONS COMMENCING AT LEAST 45 DAYS PRIOR TO ELECTION DATE. THE NOMINATIONS WILL BE CLOSED NOT LESS THAN THIRTY DAYS PRIOR TO THE ELECTION DATE.**

SECTION 8.04 Candidates' Statements. Each candidate meeting the requirements for nomination, as set forth herein, may prepare a written campaign statement of not more than one hundred and fifty (150) words. This statement, **WILL BE SUBMITTED TO THE ELECTION COMMITTEE CHAIRMAN NO LATER THAN THE DATE ESTABLISHED BY THE COMMITTEE. THE CHAIRMAN WILL ARRANGE WITH THE VILLAGE STAFF TO PREPARE AND DISTRIBUTE, NO LATER THAN FIVE DAYS BEFORE THE ELECTION, IN EITHER A REGULAR OR SPECIAL PUBLICATION, THE NAMES OF ALL CANDIDATES AND THE POSITIONS THEY SEEK. CANDIDATES' STATEMENTS SHALL BE REPRODUCED AT VILLAGE EXPENSE, POSTED IN A CONSPICUOUS PLACE AND MADE AVAILABLE TO ANY PERSON REQUESTING THEM. CANDIDATES' STATEMENTS WILL NOT BE EDITED.** The Board Manager, with such assistance as he may require, shall prepare and distribute no later than five (5) days before the Election, in either a regular or special publication, the names of all candidate, the positions they seek and their prepared statements. Candidates statements will not be edited.

SECTION 8.06 Balloting. Members in good standing pursuant to Article III of the Declaration of the Association as of **THE DATE TO BE SELECTED EACH YEAR BY THE ELECTION MONITOR COMMITTEE, BUT NOT LESS THAN 45 DAYS PRIOR TO THE ELECTION DATE,** shall be eligible to vote in the subsequent annual election. The CPRA assessment rolls and the apartment tenant lists together form the official voter registration list. A list of eligible voters shall be posted at the polling place **DURING VOTING HOURS AND SHALL BE RETAINED BY THE ELECTION COMMITTEE CHAIRMAN FOR FIVE DAYS OR UNTIL THE DISPOSITION OF ANY CHALLENGE AS SPECIFIED IN SECTION 8.09 FOR BALLOTS.** Non-appearance of a qualified voter's name shall be referred to the Election Monitor Committee for resolution. Each candidate shall be allowed one representative to observe the counting of the ballots by the Election Monitor Committee. The candidates receiving the largest number of votes for Board of Directors will be declared winners of that election. The one candidate receiving the largest number of votes for Representative to the Columbia Council shall be declared winner of that election.

Amendment to Article 5, Section 5.03, Fiscal Year:
(Effective March 24, 1976)

The fiscal year of the Association shall be the twelve calendar months period ending **APRIL 30TH OF EACH YEAR,** unless otherwise provided by the Board of Directors.

Amendment to Article 1, Section 1.07, Votes To Be Cast In Person or By Mail: (Approved by a majority of those casting votes at the Village Election on April 18 and 19, 1980.)

Except as specified in this Section 1.07 A and in the next succeeding Section 1.07 B, no member shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise, and no vote shall be valid unless cast in person by the individual member, **OR BY MAIL, PURSUANT TO PROCEDURES ESTABLISHED BY THE BOARD OF DIRECTORS,** provided however, (i) that in case of a corporate member, the vote may be cast by the president or a vice president of such

corporation or such other officer as may be designated in writing by the president or a vice president of the corporation; and (ii) **AGENCIES OR INSTRUMENTALITIES OF THE FEDERAL GOVERNMENT, IF OTHERWISE ENTITLED TO VOTE, MAY VOTE BY WRITTEN PROXY.**

Amendment to Article 8, Section 8.01. Elections (approved by a majority of those casting votes at the Village Election April 24 and, 25, 1987.)

SECTION 8.01 Elections. Elections will be held for Board of Directors and Representative to the Columbia Council on any business day, or series of consecutive days, in the month of April in each year. Polling places within the village of Oakland Mills shall be as specified by the Election Monitor Committee and will be open for voting for a minimum of 8-1/2 continuous hours. There shall be no electioneering within 100 feet of the polling places **EXCEPT AT THE OAKLAND MILLS SHOPPING CENTER WHERE ELECTIONEERING MAY TAKE PLACE OUTSIDE OF THE EXTERIOR DOORS TO THE CENTER.**

Amendment to Article 11, Section 2.03A., 2.038., Election of Directors, Removal of Directors for Non- Attendance at Meetings.

(Approved by a majority of those **casting votes at the Village** election on April 20 and 21, 1990.)

SECTION 2.03A. Election of Directors. Until the first annual meeting of members or until successors are duly elected and qualify, the Board Shall consist of the persons named as such in the charter. At the first annual meeting of members and at each annual meeting thereafter, the members shall elect directors to hold office until the next succeeding annual meeting or until their successors are elected and qualify. At any meeting of members, duly called and at which a quorum is present, the members may, by the affirmative vote of the members entitled to cast the majority of votes thereon, remove any director or directors from office and may elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed directors.

SECTION 2.03B. Removal of Directors for Non-Attendance at Meetings

Absence by a Director from four (4) consecutive scheduled Board of Directors meetings, or a period of time not to exceed two months, shall constitute grounds for a Director's removal from office and shall require the institution of removal proceedings in the manner described in this section. For purposes of this section the term "scheduled Board of Directors meetings" shall not include work sessions.

The Village Manager shall keep a record of attendance at scheduled Board of Directors meetings. When the number of consecutive absences accumulated by a Director exceeds the number of absences permitted by this section, the Director shall be notified in writing of his or her apparent failure to comply with the attendance requirements of this section, and directed to show cause within 10 days, or whatever time may be established by the remaining Directors, why he or she should not be removed from the office of Director. The

written notice shall be prepared by the Village Manager, signed by any member of the Board of Directors, and mailed to the Director's most current address reflected in the Oakland Mills Village records.

- (iii) A Director notified and directed to show cause pursuant to this section may within 10 days of the date of the notice submit a written response or a written request for hearing before the remaining Directors, which shall be mailed to the Board of Directors in care of the Village Office. A request for hearing shall be granted and the hearing shall be scheduled at the convenience of all concerned, but no later than 30 days after the request

is received. Failure by a Director to submit a written response to the notice or to request a hearing within the prescribed time period, or a determination by a majority of the remaining Directors upon consideration of the Director's response that he or she has failed to advance sufficient cause for retention on the Board at Directors, shall effect the Director's removal with no further action required by the Board of Directors or members of the Association. The Board's determination shall be made no later than 10 days from the close of the hearing. Should the Board of Directors fail to act within the prescribed time period, the Director shall be deemed to have shown sufficient cause for retention and shall be reinstated to full voting membership. A quorum for such a determination shall be one less than the normal quorum required for the conduct of business before the Board of Directors. The Board of Directors' determination shall be final.

(iv) A Director who has been notified and directed to show cause under these provisions shall not vote on any matter before the Board of Directors until he or she is reinstated to full voting membership, either by a determination of the Board of Directors that he or she has shown sufficient cause for retention on the Board, or by the Board's failure to act. However, the Director may, pending determination of the removal proceedings, attend meetings and exercise any other powers or perquisites of the office. No action of the Board of Directors shall be rendered invalid by reason of the Board of Directors' failure to comply with the provisions of this section.

Amendment to Article 8, Section 8.01. Elections
(approved by a majority of those casting votes at the Village Election April 24 and 25, 1992.)

SECTION 8.01 Elections. Elections will be held for Board of Directors and Representative to the Columbia Council on any business day, or series of consecutive days, in the month of April in each year. Polling places within the village of Oakland Mills shall be as specified by the Election Monitor Committee and will be open for voting for a minimum of 8-1/2 continuous hours. There shall be no electioneering within the area established annually by the Election Monitor Committee.

Additional Changes to Oakland Mills Bylaws

Amendment to Article VIII Elections, Section 8.01 (approved by a majority of those casting votes in the Village Election on April 25, 1992):

Old language: There shall be no electioneering within 100 feet of the polling places **EXCEPT AT THE OAKLAND MILLS SHOPPING CENTER WHERE ELECTIONEERING MAY TAKE PLACE OUTSIDE OF THE EXTERIOR DOORS TO THE CENTER.**

New language: There shall be no electioneering within **THE AREA ESTABLISHED ANNUALLY BY THE ELECTION MONITOR COMMITTEE.**

Amendment to Article II Board of Directors, Section 2.03 Election of Directors. (approved by a majority of those casting votes in the Village Election on April 17, 1999)

Add the following language:

2.03A. IN ORDER TO SERVE ON THE VILLAGE BOARD, CANDIDATES OWNING PROPERTY IN OAKLAND MILLS MUST, UPON ELECTION, OBTAIN A CERTIFICATE OF COVENANT COMPLIANCE WITHIN 60 DAYS.

Amendment to Article II Board of Directors, Section 2.03 Election of Directors. (approved by a majority of those casting votes in the Village Election on April 30, 2016)

Add the following language:

SECTION 2.03 IF AFTER THE DEADLINE DATE FOR THE SUBMISSION OF NOMINATION PETITIONS HAS PASSED THE NUMBER OF CANDIDATES MEETING THE REQUIREMENTS TO BE ELECTED DIRECTOR IS EQUAL OR LESS THAN THE NUMBER OF VACANT POSITIONS, THE QUALIFIED CANDIDATES SHALL BE DEEMED TO HAVE BEEN ELECTED BY THE MEMBERS, AND THE BOARD OF DIRECTORS SHALL APPOINT SUCH CANDIDATE(S) TO THE DIRECTOR POSITION(S) FOR THE TERM PROVIDED FOR IN ARTICLE 8 OF THE ASSOCIATION'S ARTICLES OF INCORPORATION.

Amendment to Article IV Board of Directors, Section 4.04 OFFICERS. (approved by a majority of those casting votes in the Village Election on April 30, 2016)

Add the following language at the end of the section:

SECTION 4.04 IF AFTER THE DEADLINE DATE FOR THE SUBMISSION OF NOMINATION PETITIONS HAS PASSED THERE IS NOT MORE THAN ONE CANDIDATE MEETING THE REQUIREMENTS TO BE ELECTED COLUMBIA COUNCIL REPRESENTATIVE, THE BOARD OF DIRECTORS SHALL APPOINT SUCH CANDIDATE TO THE POSITION OF COLUMBIA COUNCIL REPRESENTATIVE FOR THE TERM PROVIDED FOR IN ARTICLE 9, SECTION 9, OF THE ASSOCIATION'S ARTICLES OF INCORPORATION.

Amendment to Article II Board of Directors, Section 2.03 Election of Directors. (approved by a majority of those casting votes in the Village Election on April 29, 2017)

SECTION 2.03 – Change the title to: ELECTION AND REMOVAL OF DIRECTORS

Add the following sentence at the end of the paragraph:

IF A DIRECTOR IS NO LONGER A MEMBER OF THE ASSOCIATION BEFORE THE EXPIRATION OF THAT DIRECTOR'S TERM, THE BOARD OF DIRECTORS MAY REMOVE THAT DIRECTOR FROM OFFICE AND APPOINT A SUCCESSOR.

OAKLAND MILLS COMMUNITY ASSOCIATION

The Other Barn
5851 Robert Oliver Place
Columbia, MD 21045
www.oaklandmills.org
April 25, 2017

Dear Oakland Mills Resident,

On the eve of Columbia's 50th birthday, the Oakland Mills Community Association's Board of Directors, Architectural Committee, and Resident Architectural Committee are pleased to present the revised Architectural Committee Guidelines.

Our village is just a few years shy of the 50-year mark, with much to be proud of. Yet we also realize that the years have taken their toll on some of our housing, making it more important than ever to renew our commitment to the original Covenants.

These Guidelines take into account some new elements (like satellite dish antennas and architectural shingles) that weren't around in 1969 when our Village was incorporated.

Nevertheless, the intent remains the same: to maintain the character and improve the appearance of Oakland Mills. We hope these Guidelines will offer a clearer understanding of our Covenants and inspire our residents to maintain and renew the properties we call home.

If you have any questions about these Guidelines, please contact the Covenant Advisor for Applications or any member of the Architectural Committee. We are always happy to work with residents. You can reach us by phone at (410) 730-4610 or by sending an email to applications@oaklandmills.org.

We look forward to working with you.

Sincerely,

The Oakland Mills Architectural Committee

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STATEMENT OF RESPONSIBILITY AND AUTHORITY

The attached Architectural Guidelines supplement the Oakland Mills Community Association (OMCA) Covenants, which are legally binding on anyone who owns property in Oakland Mills. Owners receive a copy of the Covenants when they buy their property. Additional copies are available online at oaklandmills.org or at the OMCA Office in The Other Barn, 5851 Robert Oliver Place, Columbia, MD 21045.

The purpose of the Covenants is to ensure high standards of land use, architectural design, and property maintenance throughout the village. To achieve that goal, the Covenants state:

Anything that changes the exterior appearance of any lot and/or structure in Oakland Mills, any use other than the originally intended use of any lot or structure in Oakland Mills, and any matter which involves the maintenance of any lot or structure in Oakland Mills, is subject to the review of the Oakland Mills Architectural Committee.

The Architectural Guidelines spell out in greater detail the Covenant requirements to uphold high standards of design and maintenance. Since building materials, environmental considerations, and other factors change with time, the Architectural Guidelines are updated at least every 4 years.

The ultimate responsibility for application of the Covenants is vested in the OMCA **Architectural Committee (AC)**, which is composed of all voting members of the Village Board. Each newly elected Village Board selects one member to serve as the **Architectural Committee Chairperson (AC Chair)**, who convenes sessions of the Architectural Committee as needed.

Implementation of the Covenants is broken into two areas: (1) decisions on whether to approve applications for exterior alterations and in-home businesses and (2) resolution of Covenant violations.

The **Covenant Advisor for Applications** administers the process for seeking approval for exterior applications and in-home businesses. (See page 2 for details on how the process works.) The applications are reviewed by the **Resident Architecture Committee (RAC)**, comprising volunteers who meet twice a month. If the RAC decides that an application is consistent with the Architectural Guidelines, it formally recommends that the AC Chair approve the application.

If the AC Chair accepts the RAC recommendation and approves the application, it becomes final. If the AC Chair denies an application, the decision may be appealed to the full Architecture Committee, whose decision is final and binding.

The **Covenant Advisor for Property Concerns** administers the process for resolving complaints about Covenant violations. If a complaint is determined to be valid, the Covenant Advisor sends a letter to the property owner. The letter lists the violations that must be corrected in order for the property to become compliant. (See page 2 for details and timelines.)

If the violations are not corrected in a reasonable time, the full AC can vote to send the violation to the Columbia Association's Architectural Resource Committee (ARC) for possible legal action.

LETTER OF COVENANT COMPLIANCE

Anyone buying property in Columbia assumes responsibility for any existing Covenant violations. Consequently, sellers of homes in Columbia are advised to request a Letter of Compliance when placing a house on the market. Likewise, prospective buyers are advised to ask the seller to obtain a Letter of Compliance well before the settlement date because any non-compliant items become the responsibility of the new owner. The obligation to correct violations transfers to the new owner along with the property.

To obtain a Letter of Compliance, the owner of the property must ask the Covenant Advisor for Property Concerns to conduct an inspection. If the property is free from Covenant violations, a Letter of Compliance is issued. If the inspection reveals violations, the Covenant Advisor notifies the owner of the specific violations. Once these items have been corrected, the Covenant Advisor will re-inspect the property and issue a Letter of Compliance.

RECEIVING ARCHITECTURAL APPROVAL

Application forms for exterior alterations and in-home businesses are available at the OMCA Office in The Other Barn or online at oaklandmills.org. (Click on Buying, Selling, and Maintaining Your Property.) The Covenant Advisor for Applications will be happy to answer questions and assist with any aspect of the process. See Useful Numbers at the end of this document for contact information.

Written approval is required before starting exterior alterations or initiating an in-home business. Otherwise the owner risks the cost of removing the alteration or closing the business if approval of the application is denied.

Please note the following information:

- Maryland law requires homeowners to call Miss Utility before digging, excavating, or altering the surface of the ground in any way. (See Useful Numbers.)

- Townhouse owners should contact their townhouse association, which may have additional requirements or restrictions beyond what is required by the OMCA Covenants. When a property is subject to multiple Covenant agreements, the most restrictive criteria apply.
- No application is required to replace existing approved siding, roofing, windows, and doors of the house and outbuildings if the same color, materials, and style are used.
- No application is required to change from aluminum or wood siding to vinyl siding if the color, style, and orientation will remain the same.
- Generally, any permanent changes to your property (even if made by a previous owner) that have never received AC approval will require an application.

THE APPLICATION APPROVAL PROCESS

Reviewing an application normally takes 16 to 30 days; however, the Covenants allow up to 60 days for review.

Step 1: Submission

Submit a complete, detailed application for exterior alterations or in-home business to the Covenant Advisor for Applications. For OMCA to process an application, it should include the following information, as appropriate:

- Signature of applicant.
- Signatures of at least two neighbors, acknowledging that they have been notified of the proposed alteration or in-home business. (Signature does not imply agreement with the proposal.)
- Site plan or location survey if the alteration will change the footprint of the lot, e.g., a deck, shed, garage, or addition. A site plan or survey is not required for alterations that only change the outward appearance of existing structures, such as siding, windows, or doors.
- Elevation drawings that show the proposed alteration from all sides.
- Colors and samples of materials to be used for the alteration.

Step 2: Review by the Resident Architectural Committee (RAC)

At least one member of the RAC visits each proposed alteration site before presenting the application to the entire RAC at a scheduled meeting, which is open to the public. Applications are discussed in detail. Although the applicant is not required to attend the RAC meeting, it is highly advisable in order to answer questions or consider alternatives. The RAC evaluates each application for compliance with the OMCA Covenants and Architectural Guidelines.

The RAC members then vote on the application and recommend one of the following actions: approved as submitted, approved with specific stipulations, tabled for further study, or denied. The RAC recommendation is forwarded to a member of the Architectural Committee for decision and signature.

Step 3: Review by the Architectural Committee (AC)

An AC member reviews each RAC recommendation and decides whether to accept, revise, or overturn the recommendation. Once the AC member signs the application, it becomes the official decision, which is mailed to the applicant. It is final and binding unless appealed to the full AC, as described below. An applicant who disagrees with an adverse decision may appeal to the full AC.

THE APPEAL PROCESS

Request for hearing. An applicant who wants to appeal the decision must submit a request for a hearing within 10 days of receiving the official decision by mail. The request may be made by email to the Covenant Advisor for Applications or in a letter mailed to The Other Barn, 5851 Robert Oliver Place, Columbia, MD 21045. The Covenant Advisor for Applications will notify the applicant when and where the appeal will be held, at a mutually agreed-to time. The hearing is open to the public and generally occurs just prior to a Village Board meeting.

Hearing. The AC may call upon the Covenant Advisor for Applications and/or designated RAC members for information regarding the decision under appeal. The applicant, if present, may offer both written and oral information to support the appeal. Other residents may speak at the discretion of the AC Chairperson, who conducts the hearing. Other residents may speak at the discretion of the AC Chairperson. The decision of the full AC is final and may not be appealed again.

ARCHITECTURAL GUIDELINES

1.0 AIR CONDITIONERS

- 1.1 No application is required for new whole-house air conditioners as long as they are placed at the rear of the structure or are replacing an existing air conditioner in any currently approved location.
- 1.2 No application is required for a window unit as long as it is at the rear of the structure, not in plain view, and is removed at the end of the cooling season.
- 1.3 An application is required for all other types of air-conditioning units.
- 1.4 Window or through-wall units should be installed so that they are not visible from open space areas.

2.0 ANTENNAS

2.1 Satellite Dish Antennas

2.1.1 No application is required for a satellite dish or a Multichannel Multipoint Distribution Service (MMDS) antenna that is 3 feet 3 inches or less in diameter.

2.1.2 Satellite dishes or MMDS antennas that meet the size criteria should also meet the following provisions:

2.1.2.1 Install the dish or antenna in as inconspicuous a location as possible without substantially degrading reception. Possible locations include but are not limited to: a rear deck surface, rear roof, or site adjacent to a chimney.

2.1.2.2 Run and secure associated cables and wires in an inconspicuous location.

2.1.2.3 If the dish or antenna will be in a location other than the roof and will be visible from nearby streets and/or adjoining properties, it should be screened.

2.1.3 An application is required for all satellite dishes or MMDS antennas that exceed 3 feet 3 inches in diameter.

2.1.4 An application is required for all dishes or antennas, regardless of size, that are mounted on a pole exceeding 12 feet in height from the ground.

2.2 Television Broadcast Service Antennas

2.2.1 No application is required for a television broadcast service antenna that is 12 feet in height or less from the roof of the house.

2.2.2 Antenna installations that are inside a structure are encouraged. Possible exterior locations for an antenna include but are not limited to an inconspicuous

corner formed by the junction of an exterior flue and wall, rear roof, or adjacent to a downspout.

2.2.3 An application is required for all television broadcast service antenna poles exceeding 12 feet in height from the ground.

3.0 ATTIC VENTS

3.1 No application is required for attic vents and exterior attic vents provided that they meet the following conditions:

3.1.1 No part of the vent protrudes more than 12 inches above the roof.

3.1.2 All exposed vent parts are painted to match the exterior color of the roof or surface from which they project.

3.1.3 The vent must be roof mounted, located on the least visible side of the roof and below the ridgeline, so it is not visible from adjacent streets.

3.1.4 No application is required for ridgeline vents less than 3 inches in height and shingled to match the roof.

3.2 An application is required for all other vent installations.

4.0 AWNINGS AND TRELLISES

4.1 An application is required for all new awnings and trellises.

4.2 The style, color, and materials should be compatible with the architectural character of the house. Cloth or wood is the preferred material.

4.3 Awnings and trellises should be free of decorative embellishment such as contrast trim, scallops, or fringe.

4.4 Awnings and trellises should be proportional to the visual scale of the house to which they are attached.

4.5 Pipe frames for canvas awnings should match the trim or the dominant color of the house. If awnings are removed for winter storage, pipe frames must also be removed.

5.0 BASKETBALL BACKBOARDS AND POLES

5.1 No application is required for portable basketball poles that meet the following conditions:

5.1.1 Poles are located close to the residence, within the building restriction lines when stored.

5.1.2 The backboard is clear plastic, white, or a neutral color.

5.1.3 Basketball nets are maintained in good repair.

- 5.2 No application is required if a backboard is attached to the front of the house, carport, or garage, and is either clear plastic, white, or a neutral color.
- 5.3 An application is required for a freestanding pole that is sunk in ground.
- 5.4 An application is required for a basketball court. The preferred location for a court is behind or beside the house, not facing the street.

6.0 CARPORTS

- 6.1 Open storage of equipment, trash, or building materials is not allowed unless fully screened.

7.0 CHIMNEYS AND SMOKESTACKS

- 7.1 An application is required for all new chimneys and smokestacks.
- 7.2 Brick, stone masonry, or boxing with materials matching the exterior wall are the most architecturally appropriate styles for chimneys.
- 7.3 Under certain circumstances it may be possible to use a non-enclosed chimney pipe. Exposed pipes will be considered only in inconspicuous locations and provided that they meet the following criteria:
 - 7.3.1 All sections of pipe are plumb.
 - 7.3.2 The pipe is painted to blend with the structure.
 - 7.3.3 Zero-clearance pipe is used and mounted directly against the structure.
- 7.4 The height of the exposed metal section or the boxed-in chimney shall be determined by the minimum permitted by County building and fire codes. The exposed section should be painted to match the roof.
- 7.5 Dissimilar chimneys on the same structure should not be used unless it is impossible to see both at the same time.
- 7.6 Additional chimneys should use existing flue enclosures whenever possible.
- 7.7 All chimney flashing should be painted to match the adjacent surfaces.

8.0 CLOTHESLINES

- 8.1 No application is required for umbrella or retractable clothes-drying devices. The devices must be removed from view when not in use unless they are enclosed by a privacy fence or other enclosure which has been approved.
- 8.2 An application is required for all other clothesline configurations.

9.0 COMPOST BINS

9.1 No application is required for compost bins provided that they meet the following conditions:

9.1.1 The bin should be in the backyard in an inconspicuous location.

9.1.2 The bin should be no more than 16 square feet and no more than 3 feet tall.

9.1.3 The bin should be stirred regularly to speed decomposition and to avoid attracting pests and vermin.

9.2 An application is required for all other configurations.

10.0 DECKS, PATIOS, AND WALKWAYS

10.1 An application is required for all decks, patios, and walkways and for changes to such existing structures.

10.2 Patio and walkway materials should be of a neutral color, such as unpainted concrete, stone, brick, pressure-treated wood, or composite material.

10.3 Decks should be constructed of pressure-treated wood or composite material. Railings should be compatible with the existing architectural style of the house. An application is required for colored stains, seals, or paints on the deck.

10.4 All construction must comply with County code. (See Useful Numbers.)

11.0 PERMANENT OUTDOOR ART

11.1 An application is required for permanent outdoor art, which includes, but is not limited to, statuary, sculptures, and fountains.

11.2 Applications will be evaluated on the object's location, setting, proportions, color, and materials in relation to the surrounding environment.

12.0 DOG HOUSES AND DOG RUNS

12.1 An application is required for all dog houses and dog runs.

12.2 Dog houses and dog runs should be located behind and as close to the house as possible. They should not be located near property lines.

12.3 The colors, materials, and style of dog houses or dog runs should match existing structures or fences as closely as possible. Wire mesh fencing will be considered only to fill the spaces between the rails in fences. (See Fences.)

13.0 DOORS AND WINDOWS

13.1 No application is required for new doors and windows provided that the color, size, and style of new windows or doors do not differ from the existing doors and windows. Changes in materials, such as from wood to vinyl, do not require approval.

13.2 Generally, casement and slider windows are interchangeable.

13.3 New windows and doors should have the same style, size, and color trim as existing windows and doors.

13.4 New windows should be located at the same "head" height as existing windows on the same floor.

14.0 DRIVEWAYS

14.1 Maintenance, repair, or replacement of driveways is the responsibility of the owner or owners. In the case of flag lots or shared driveways, all owners typically share responsibility for maintenance of the shared areas.

14.2 No application is required to replace a driveway provided that the materials, size, shape, and grade do not change from the previously approved driveway.

14.3 An application is required for resurfacing an existing driveway if the material, size, shape, or grade differs from the existing driveway. Changes in grade must be shown on a site plan.

14.4 An application is required for construction of a new driveway. Contact Howard County Department of Licensing and Permits to determine if you also need an entrance permit for the new driveway. (See Useful Numbers.)

14.5 An application is required to expand an existing driveway. The expansion should use the same materials as the existing approved driveway.

14.6 Loose driveway materials (e.g., crushed stone) are unlikely to be approved. Permeable driveways will be considered on a case-by-case basis.

14.7 Driveway aprons may be part of the county right-of-way; if so, the County may require that they remain concrete. Contact the County for clarification. (See Useful Numbers.)

15.0 FENCES

15.1 An application is required for all new fences and changes in configurations of existing approved fences. Open space is a concept that is fundamental to Columbia's plan. The preservation of green space and natural features, as well as a feeling of openness, is a significant difference between Columbia and typical subdivisions. Community open space gives small residential lots a sense of spaciousness. The street sides and many back yards of homes are visually part of the open spaces of our neighborhoods.

15.2 Split-rail fences, 48 inches in height, are commonly approved for property-line fencing. Other types of fences will be considered based on their appearance in relation to the house and compatibility with the surrounding neighborhood.

15.3 Privacy fencing (solid and opaque fences) will be approved only if located near the structure or on a townhouse yard and should not exceed 6 feet in height from the ground.

15.4 Fencing should not extend forward of the rear lines of the house. On corner lots, fences should not extend past the sight line of the house on the street-facing sides or the rear lines of the adjoining houses.

15.5 Fencing should be compatible with any preexisting adjacent fences in height and style. The application to the RAC should include color selection for stain or paint if applicable.

15.6 General guidelines:

15.6.1 Chain-link fences will not be approved.

15.6.2 Hedge fences are typically not approved for property-line fencing.

15.6.3 Property-line fences should not exceed 48 inches in height.

15.6.4 An application is required for the addition of wire mesh to a new or existing fence. Wire mesh may be attached to the interior of an approved fence. It should be a flat dark color and rustproof. Chicken wire is not an acceptable material.

15.7 Gates should be the same material, height, color, and style as the fences to which they are attached.

16.0 FUEL STORAGE TANKS

16.1 Exterior above-ground oil storage tanks are not allowed.

17.0 GARDENS

17.1 No application is required for a garden provided that:

17.1.1 The garden is within 15 feet from the rear of the house.

17.1.2 The garden is less than 200 square feet.

17.1.3 The garden is planted on a grade that does not cause drainage problems to other properties.

17.1.4 Temporary garden fences are removed at the end of the growing season.

17.2 Vegetable gardens must be cleared after the growing and planting season.

17.3 An application is required for all other gardens and for permanent garden fencing.

18.0 GARAGE DOORS

18.1 No application is required for a new garage door if the following conditions are met:

18.1.1 The style is traditional raised panel or flush.

18.1.2 The door is windowless or contains only standard, unembellished windows or door panels. (Embellished elements include stained glass, etched glass, colored glass, or decorative metal pieces.)

18.1.3 The door matches the color of the house siding, shutters, or trim.

18.1.4 The door is constructed of metal, wood, or composite.

18.1.5 All garage doors match if the house has multiple garage doors.

19.0 GAZEBOS

19.1 An application is required for all gazebos.

19.2 Gazebos should be designed and constructed with materials that harmonize with the house.

19.3 The size of the gazebo should be proportioned appropriately to the size of the lot and house.

20.0 GRILLS AND FIREPITS

20.1 An application is required for all permanent grills and firepits and should include location, materials, dimensions, and style.

20.2 An application is required for any refillable propane cylinder exceeding 30-pound capacity.

21.0 GUTTERS AND DOWNSPOUTS

21.1 No application is required for adding gutter guards or replacing gutters or downspouts provided that the color matches the house or trim.

21.2 An application is required for all other changes to gutters and downspouts.

22.0 HOT TUBS AND WHIRLPOOLS

22.1 An application is required for all outdoor hot tubs and whirlpools.

22.2 Hot tubs and whirlpools should be located behind the house.

22.3 Screening, fencing, and landscaping are encouraged to provide privacy.

Note: Check Howard County for required safety measures, such as secure locking lids or fences for hot tubs and whirlpools.

23.0 IN-HOME BUSINESSES

23.1 An in-home business is any business or commercial enterprise conducted on a residential lot, except for licensed in-home day care, as provided in the Maryland Real Property Code. It is neither the intent nor the desire of the AC to regulate the lifestyle of village residents; however, the AC is responsible for ensuring that in-home businesses do not adversely affect the character of the neighborhood.

23.2 Under this guideline, assisted living is considered an in-home business.

23.3 An application is required for all in-home businesses, unless all of the following are true:

23.3.1 The business has no clients, sales people, or others visiting the house in connection with the business.

23.3.2 The business has no employees other than the property owner.

23.3.3 The business has no sign or other advertising device posted on the property.

23.3.4 The business is conducted solely by telephone or computer.

23.4 To receive approval, the application must meet the following conditions:

23.4.1 The applicant for an in-home business must reside on the property.

23.4.2 The business may employ only one person in addition to those residing on the property.

23.4.3 The business must be clearly incidental or secondary to the residential use of the property.

23.4.4 The business must not require the use of a commercial vehicle or require one to be parked on the property, except when enclosed in a garage.

23.4.5 The business must not involve the sale of goods or merchandise from the property.

23.4.6 The business must not require the outdoor storage of materials, equipment, or supplies.

23.4.7 The business must not require the alteration of the dwelling unit in any way that would make it unsuitable for future use as a residence or require the construction of accessory buildings.

23.4.8 The business must not create safety hazards, noxious odors, or excessive noise, or increase pedestrian or vehicular traffic.

23.4.9 The business must not make unusual demands on community facilities or services.

23.4.10 The business must not use Columbia Association open space.

23.4.11 The business may not have signs or advertising devices of any nature anywhere on the lot, including advertisements on vehicles. Small nameplates on doors or adjacent to doorbells are permitted.

23.5 Conditions for maintaining an in-home business:

23.5.1 Approval of an in-home business is non-transferable.

23.5.2 Any architectural or operational variance from the terms of an approved application will require a new application.

23.6 No approval is required for occasional businesses, such as lemonade stands and yard sales, provided all evidence of the use is removed at night.

24.0 LANDSCAPING

24.1 No application is required for individual shrubs, foundation plants, annual beds, perennial beds, or ground covers. Invasive plants should be avoided. (See Appendix for the current list posted by the Maryland Department of Natural Resources.)

24.2 An application is required for:

24.2.1 Any plantings used as a hedge, windbreak, or screen.

24.2.2 Landscaping that involves a change of grade or slope.

24.2.3 Landscaping that involves the installation of a wall or any other structure.

24.2.4 Artificial features such as fences, landscaping rocks, railroad ties, birdbaths, ornaments, or any other permanent landscaping feature. (See 11.0 for Permanent Outdoor Art.)

24.2.5 Rain gardens require an application. (See Appendix for information on the Columbia Association's Cost Sharing Program for rain gardens.)

25.0 LIGHTING

25.1 No application is required for replacing a light fixture with a similar color and style in the same location on the structure or property.

25.2 No application is required for new lighting that suits the style of the residence provided that the following conditions are met:

25.2.1 Lighting located on the front of the house is covered or enclosed in a fixture.

25.2.2 Lighting is not invasive or directed to adjacent properties.

25.2.3 Lighting is not harsh in color or intensity.

25.2.4 Post lights do not exceed 6 feet in height from the ground.

25.2.5 Light fixtures are designed for residential use.

25.2.6 Light fixture is consistent with other fixtures on the structure.

25.3 An application is required to install a post light in a new location.

25.4 No application is required for temporary lighting for seasonal decoration, holidays, and festival use; however, such lighting should be removed within 30 days after the holiday or event.

26.0 MAINTENANCE

26.1 Section 6.01 of the Oakland Mills Village Covenants states:

Each owner shall keep all lots owned by him and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering, and mowing of all lawns; the pruning and cutting of all trees and shrubbery; and, the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

“Consistent with good property management” refers to the appearance of the lot in general, including, but not limited to, lawn, trees, shrubs, buildings, or improvements. Note: Howard County code makes property owners responsible for maintaining their sidewalk and driveway apron areas; this includes removing snow and ice.

26.2 The Covenants further state: “No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any lot...” This includes, but is not limited to, garbage, items no longer in use, vehicle parts, dead vegetation, and tree branches.

26.3 Seasonal items and tools may not be stored in the open. Ladders must be stored inconspicuously.

26.4 Trash Containers and Recyclables. Except on the scheduled trash day, containers should be stored out of sight. Trash should not be put out earlier than the afternoon before pickup day and should be out of sight by the end of trash collection day. No refuse, trash, or bulk items may be accumulated or stored on any lot.

Note: Information on the use of the Howard County landfill may be obtained by calling 410/313-5410. For other trash information call 410/313-SORT (7678).

26.5 Maintenance of each property shall be done in a manner and with such frequency as is consistent with good property management, including but not limited to:

26.5.1 Bulk Items. Bulk items are not to be stored or accumulated on any lot (including in carports). Store bulk items out of sight or discard them.

26.5.2 Cul-de-Sacs. Maintenance of the cul-de-sac islands is the responsibility of the residents.

Note: Trees within the cul-de-sac island are considered street trees and are the responsibility of Howard County (see 26.5.21).

26.5.3 Driveways. Driveways that are deteriorating need to be repaired or replaced.

26.5.4 Fences. Fences should be in good repair, standing straight with no broken or missing boards and no peeling paint.

26.5.5 Grass. Grass should be mowed and trimmed on a regular basis during the growing season. Tall weeds and overgrown vines should be trimmed or removed. Landscaped areas should also be kept free of weeds and overgrown plant material.

26.5.6 Gutter and Downspouts. Gutters and downspouts should be in place and secure, with no peeling paint. Gutters should be free of debris and dirt, and downspouts should not be clogged. All drain extensions must be buried below ground. Drainage runoff and overflow must be properly diverted.

26.5.7 Holiday Decorations. Holiday decorations should be removed within 30 days after the holiday.

26.5.8 House Numbers. Every house must display a number that is easily visible from the street. (Howard County prohibits painting house numbers on curbs.)

26.5.9 Lampposts and Exterior Lighting Fixtures. Lampposts should stand straight and be free of rust. Light fixtures should not be crooked or have missing or broken light bulb coverings. Globes to cover the light bulbs should always be in place.

26.5.10 Leaf and Tree Debris. Fallen leaves, branches, and twigs should be cleared from the yard, roof, and gutters on a regular basis. Do not rake leaves and debris into the street, surrounding properties, open space, or ravines.

26.5.11 Mold, Mildew, and Algae. Mold, mildew, and algae should be removed from all structures.

26.5.12 Paint. There should be no peeling paint or rotted wood on structures.

26.5.13 Patios and Walkways. Patios and/or walkways that are crumbled or raised should be repaired or replaced.

26.5.14 Roof. The roof should be in good repair and of all one color. There should not be any accumulation of debris on the roof.

26.5.15 Screens. Screens must be in good repair and should fit properly.

26.5.16 Shrubs. Shrubbery should not be overgrown; for example, foundation plantings should not block windows. Dead shrubs should be removed and properly disposed of.

26.5.17 Sidewalks. Damaged sidewalks should be reported to the County for repair.

Note: Howard County code makes the property owner responsible for maintenance of adjacent sidewalks, including edging, weeding, and removal of snow and leaves. This means if your lot abuts any section of a sidewalk, you are responsible for that portion of the sidewalk. Maintenance of the grass areas between the sidewalk and curb are also the responsibility of the adjacent property owner; this includes mowing, trimming, and weeding.

26.5.18 Siding. Siding should be secure, intact, and free of rotting wood, dirt, plant growth, and mold.

26.5.19 Standing Water. Care should be taken to keep property free from standing water per Howard County Health Department recommendations.

26.5.20 Street Trees and Cul-de-Sac Island Trees. Problems with street trees should be brought to the attention of Howard County Bureau of Highways by phone at 410/313-7450 or online using SeeClickFix.com.

26.5.21 Windows. Window frames and sills must be kept in good repair, free of peeling or fading paint. Broken or fogged panes must be repaired or replaced.

27.0 NEW CONSTRUCTION, RENOVATION, AND DUMPSTERS

27.1 An application is required for all new construction, including, but not limited to, teardowns done prior to building a new home on an existing lot, additions, and new outbuildings, such as garages, greenhouses, porches, and carports.

27.2 If new construction will begin with a teardown, the application must include an anticipated date for the teardown of the existing house or structure.

27.3 For all new construction, applications should include the following:

27.3.1 Elevation drawings (with dimensions) of all sides of the house showing style, siding or façade materials, window placement, door and garage door placement, roof lines, walkways, driveways, porches, decks, gutters, shutters, and skylights. Elevation drawings do not have to be done professionally but should be easy to read and understand.

27.3.2 Site plan showing full footprint of house and other structures as submitted to the County for a building permit.

27.3.3 Description and color samples of all exterior building materials.

27.3.4 Landscape plan.

27.3.5 Lighting plan.

27.3.6 Timeline of start date and completion date for the new construction.

27.4 New construction should not adversely affect drainage conditions on adjacent properties through changes in grade or other significant runoff conditions, including conditions during construction.

27.5 If the corners of the proposed structure are different from the existing house, residents should stake out these corners to provide a visual reference.

27.6 New construction should not significantly impair the view of adjacent residences.

27.7 New construction should not create situations in which neighbors will have difficulty adding to, modifying, or maintaining their dwellings.

27.8 Consideration should be given to the scale and architectural style of the proposed construction as it relates to the lot and other properties in the neighborhood.

27.9 Additions should be architecturally consistent with the existing shape, style, color, and size of the dwelling, including siding, windows, doors, roofing, etc.

27.10 Roof eaves and fascia should be the same depth, style, and approximate height as existing eaves and fascia; new roofs should have the same slope as the existing roof.

27.11 Any construction close to Columbia Association open space must not adversely affect that open space.

27.11.1 Contact the CA Open Space Management Division for permission to use open space prior to any construction. The owner is responsible for ensuring that contractors do not dump materials or damage open space. (See Useful Numbers.)

27.12 Any request for extensions of the timeline must be submitted in writing to the Covenant Advisor for Applications.

27.13 Work should be done in a professional manner. Trash, bulk materials, and general disruption of the work site should be kept to a minimum.

27.14 Any changes to the original application that occur during the planning or building phases of construction, including those made by the County or other authorities, will require a new application.

27.15 Dumpsters. When renovation or construction requires the use of a dumpster, the following restrictions apply:

27.15.1 One dumpster is permitted on residential property for no longer than 30 days without an application. Containers that remain beyond 30 days require an application.

27.15.2 The Covenant Advisor must be notified of the arrival date of the dumpster. OMCA approval of the temporary use of the dumpster does not supersede Howard County Planning and Zoning regulations.

28.0 PAINTS AND STAINS

28.1 No application is required for repainting or restaining if using the previously approved color.

28.2 An application is required for changes in color, saturation, or hue of any exterior surface. The applications should include a sample or swatch.

29.0 PLAY EQUIPMENT

29.1 No application is required for play sets that are less than 10 feet high and 15 feet wide if they are located to the rear of the house.

29.2 No application is required for sandboxes that are less than 10 feet wide, 10 feet long, and 1 foot high.

29.3 An application is required for all other permanently installed play equipment, including play houses, regardless of size.

29.4 Play equipment should be located behind the house and at least 10 feet from the rear and side property lines.

30.0 PORTABLE STORAGE UNITS

30.1 One portable storage container is permitted on residential property for up to 30 days without an application. Containers that remain beyond 30 days require an application.

30.2 The Covenant Advisor must be notified of the arrival date of the container. OMCA approval of the temporary use of the portable storage container does not supersede Howard County Planning and Zoning regulations.

31.0 RADON REMEDIATION EQUIPMENT

31.1 No application is required for radon remediation equipment.

31.2 Radon remediation pipes should be placed in an inconspicuous location and should be painted to be consistent with the surface to which it is attached.

32.0 RAIN BARRELS

32.1 An application is required for all rain barrels.

32.2 Applications should contain the following:

32.2.1 Height, diameter, and capacity of the rain barrel.

32.2.2 Style, color, and material of barrel and supporting structures.

32.2.3 A screening plan.

32.2.4 Sample of pavers and dimensions of pad, if applicable. To be sure that the rain barrel does not pose a safety hazard, place it on a secure level surface. Pavers or a concrete pad should be used to keep the rain barrel level.

32.2.5 Location of rain barrel.

32.3 Number of rain barrels should not exceed the number of downspouts.

32.4 Rain barrels should be screened to prevent mosquito larva.

32.5 Drainage, overflow, and runoff must be properly diverted and cannot flow onto neighboring properties.

33.0 RENTAL PROPERTIES, BOARDERS, AND SHARED LIVING

33.1 Property owners are held responsible for Covenant compliance of the property and for disclosure of Covenant requirements to tenants.

Note: Howard County requires that rental units be licensed. The Department of Inspections, Licensing and Permits inspects and regulates rental units. (See Useful Numbers.)

34.0 RE-SIDING, REROOFING, AND RESTYLING

34.1 No application is required when replacing siding or roofing when the same color, material, and style of the most recently approved roof or siding are used.

34.1.1 No application is required when changing from wood to other siding material provided that the color, width, style, placement, and orientation remain the same as was previously approved.

34.1.2 No application is required when replacing the roofing with an architectural shingle (or vice versa), if the color remains the approved color.

34.2 Garages, carports, and attached sheds must be resided and/or reroofed at the same time as the house and must match the house siding/roof shingles exactly.

34.3 A complete application is required for all other siding and roofing and for all restyling.

34.4 Changes in color or materials or changes in architectural style should be compatible with the styles, colors, and construction of neighboring houses.

34.5 Mixing window styles such as casements and/or sliders with double-hung windows is discouraged. Choose a window style that is appropriate for the style of house.

35.0 SHEDS

35.1 An application is required for all sheds.

35.2 A site plan showing the shed location must be submitted with the application.

35.3 Sheds designed to match the house should be located as close to the house as possible, preferably attached to the house. Roofing, siding, and trim materials should be of the same type and color as the house.

35.4 Freestanding sheds that are placed away from the house should blend into the background and be painted neutral colors such as dark brown, dark green, or tan.

35.5 Freestanding sheds must not be located on a common property line with adjacent residences.

35.6 More than one shed per property is discouraged.

35.7 Sheds should be proportional to the house and lot and should be no bigger than 10 feet wide by 12 feet long.

35.8 Metal sheds should be rust proof.

35.9 Sheds should be placed behind the front sight lines of the house when possible.

36.0 SIGNS

36.1 For purposes of this guideline, the Village of Oakland Mills follows the Howard County Sign Code.

36.2 No application is required for:

36.2.1 Temporary signs advertising the sale or rental of residential property. No temporary sign shall be larger than 20 by 28 inches or stand more than 3 feet above the ground measured from the top of the sign.

36.2.2 Political signs associated with official elections. Enforcement of any restrictions on political signs are referred to the Howard County Sign Officer.

36.2.3 Garage sale signs, provided they are removed at the end of the day of the sale.

36.2.4 House number signs should display the number in a size and color that can easily be seen from the street.

36.3 An application is required for all other temporary signs, permanent signs, or other advertising devices.

36.3.1 Applications for a sign should include detailed drawings of the sign, including lettering, size, color, materials, and exact location on a plat/survey of your property.

36.4 Signs must be maintained in good condition.

37.0 SKYLIGHTS

37.1 An application is required for all skylights.

37.2 The frame should blend with the roof.

38.0 SOLAR PANELS

38.1 An application is required for all solar panels.

38.2 Solar panels on a sloping roof should be parallel to the roof surface; solar panels on a flat roof should be set back from the edge of the roof as long as the placement does not interfere with the functioning of the panels.

38.3 All wiring, accessories, and structures must be inconspicuous and match the adjacent element of the house.

38.4 To the extent possible, freestanding collectors should be located behind the structure and installed inconspicuously.

39.0 STORM WINDOWS, STORM DOORS, AND SCREENS

39.1 No application is required for new screens or storm windows provided that the color and style match the existing windows.

39.2 No application is required for screen or storm doors as long as color and style match the existing approved door or window trim, without embellishment.

39.3 An application is required for all other types of door and window alterations. (See Doors and Windows.)

40.0 SWIMMING POOLS

40.1 No application is required for portable children's wading pools less than 8 feet in diameter and 24 inches in depth.

40.2 An application is required for all other swimming pools. Above-ground pools, with the exception of children's wading pools, will not be approved.

40.3 The effect of noise and lighting on neighboring properties will be a primary consideration when deliberating on applications for pools.

40.4 A fence compatible with the design and style of the house is required to enclose the pool, pool deck, and related equipment.

40.4.1 The fence must meet the fencing guidelines and may be subject to County requirements.

40.5 Landscape buffers such as shrubs and planting beds are encouraged to soften the visual impact of the pool and fencing.

40.6 Pools should be located behind the house.

40.7 Pool covers should be kept in good condition, free of debris and standing water.

41.0 TREES

41.1 An application is required for removing any tree, living or dead, whose trunk is over 6 inches in diameter when measured at a point 2 feet above the ground.

41.2 Stumps must be cut flush with or below ground level or ground out of the land.

41.3 New planting of trees should take into consideration both proximity to a neighbor's property and the size of the tree when fully grown.

41.4 Applications for tree removal should include a plan for replacement if:

41.4.1.1 In the case of a single-family house, there are fewer than three trees on a single-family lot, excluding street trees planted in the County right-of-way.

41.4.1.2 In the case of a townhouse, there are no trees in the front yard.

42.0 VEHICLES, BOATS, TRAILERS, AND CAMPERS

42.1 Major repair or renovation of vehicles, including, but not limited to, automobiles, vans, SUVs, trucks, tractors, boats, trailers, and campers is prohibited on the property, except in enclosed garages.

42.2 The following shall not be parked or stored in the open: boats, trailers, campers, recreational vehicles, inoperable vehicles, unregistered vehicles, commercial vehicles, and any vehicle larger than a standard parking space.

42.3 Discreet business lettering on vehicles requires AC approval. Vehicles with prominent commercial lettering may not be stored or parked in the open.

42.4 No vehicle may be parked on the grass.

43.0 WOODPILES

43.1 No application is required for woodpiles.

43.2 Woodpiles should be located behind the house or in an inconspicuous location.

43.3 Any material used to cover the woodpile should be neutral in color.

43.4 Woodpiles should be stacked and maintained in good order.

APPENDIX

USEFUL NUMBERS

Covenant Advisor for Applications: applications@oaklandmills.org 410-730-4610

Covenant Advisor for Property Concerns: propertyconcerns@oaklandmills.org

Columbia Association Open Space Management: 410-381-0194

Howard County Department of Inspections, Licenses and Permits: 410-313-2455

Howard County Department of Planning and Zoning: 410-313-2350

Howard County Department of Highways: 410-313-7450

Howard County Landfill and Trash: 410-313-6444

To report a problem that is the responsibility of Howard County, such as damaged street signs or dead trees in the median strip, cul-de-sac, or strip between the street and sidewalk, go online to the following website: <https://seeclixfix.com/report>

Howard County Animal Control: 410-313-2780

Non-Emergency Police: 410-313-2200

Miss Utility: Online at www.missutility.net or by phone at 800-257-7777

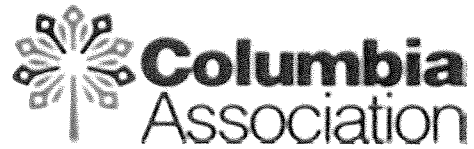
Maryland Department of Natural Resources List of Common Invasive Plants:

<http://dnr2.maryland.gov/wildlife/Pages/habitat/wabadplants.aspx>

University of Maryland Extension/Howard County Master Gardeners:

<http://mastergardener.umd.edu/local/howard/index.cfm>

Note: The Columbia Association sponsors a Rain Garden Cost Share Program. Their brochure contains detailed designs and plant suggestions for three different styles of rain gardens. You may view it online or pick up copies at The Other Barn.



Dear Homeowner:

Attached is a copy of Columbia Association, Inc. (formerly known as the Columbia Park and Recreation Association, Inc. or CPRA) Covenants, Articles of Incorporation and By-Laws.

The Columbia Association annual charge for July 1, 2017 through June 30, 2018 is \$.68 per \$100.00 of half the phase-in value as determined by the State Department of Assessment & Taxation. The annual charge increase is currently capped at 3.5%, except for when property ownership transfers, and then the current year phased-in value applies. The annual charge is billed and collected annually.

Copies of the attached documents are on file in the office of the Clerk of the Court in Howard County.

If you have any questions on your annual charge billing for your property, please email annualcharge@columbiaassociation.org or call our customer service at 410-715-3137. For more information regarding your annual charge, please visit columbiaassociation.org.

If you have general questions about Columbia Association, please contact:

Columbia Association
6310 Hillside Court, Suite 100
Columbia, Maryland 21046
410-715-3000
ColumbiaAssociation.org

AMENDED AND RESTATED CHARTER

of

COLUMBIA ASSOCIATION, INC.
(FORMERLY COLUMBIA PARK AND RECREATION ASSOCIATION, INC.)

COLUMBIA ASSOCIATION, INC. (FORMERLY COLUMBIA PARK AND RECREATION ASSOCIATION, INC.), a Maryland corporation (the "Corporation"), desires to amend and restate its Charter as currently in effect (the "Charter") as provided for herein. The Corporation hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

ARTICLE I: FIRST: The Charter of the Corporation is hereby amended and restated in its entirety.

SECOND: The name of the Corporation (as of May 1, 1991) is COLUMBIA ASSOCIATION, INC.

THIRD: The purposes for which the Corporation is formed are as follows:

To organize and operate a civic organization which shall not be organized or operated for profit, but which shall be organized and operated exclusively for the promotion of the common good and social welfare of the people of the community of Columbia and its environs ("Columbia" being defined as the community developed and to be developed on that tract of land in Howard County, Maryland (the "County")), presently consisting of 14,744.382 acres of land, more or less, the fee of which, or the leasehold interest in which is presently subjected to the "Declaration," as hereinafter defined. Said tract of land, together with any additional land in the County which may hereafter be subjected to the Declaration by any amendment or supplement thereto filed among the Land Records of Howard County, Maryland, being sometimes hereinafter referred to as "the Property").

The Corporation shall have no members other than the Columbia Council Representatives, as hereinafter defined, and no part of the net earnings of the Corporation shall at any time in any manner inure to the benefit of any member, director or individual. No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, provided that the Corporation may elect to have its allowable expenditures for such purpose determined in accordance with the provisions of section 501(h) of the Internal Revenue Code of 1954, as amended; nor shall it in any manner or to any extent participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office; nor shall the Corporation engage in any activities that are unlawful under applicable Federal, state or local laws.

make direct contributions or grants of money, or to make loans or advances to any person engaged or to be engaged in providing public services or facilities necessary or desirable for the social welfare of the people of Columbia.

(7) To undertake and prepare, or cause to be prepared, studies and plans (for submission to any public authority or for its own use) which relate to any phase or aspect of the physical, social, or cultural development of Columbia, and to create, or cause to be created facilities, boards, councils, associations and the like for the supervision and implementation thereof.

(8) To fix, charge and collect tolls, fees, rates, rentals and other charges for the use of the facilities of, or for the services rendered by the Corporation not for profit but for the purpose of providing for the payment of the expenses of the Corporation, the cost of the construction, improvement, repair, equipping, furnishing, maintenance, and operation of its facilities, the cost of its services, and the principal and interest on its obligations.

(9) To solicit, receive and accept donations of money or property or any interest in property from the State of Maryland, the County, or any subdivision of either, the Federal government or any agency or instrumentality thereof, or from any person.

(10) To raise money for any particular facility or service which the Corporation proposes to provide by means of a special assessment of Columbia generally or of a part or parts thereof to be specially benefited thereby and to condition the providing of such facility or service upon the voluntary payment of all or a specified percentage of the aggregate amount of such assessment.

(11) To enforce any restrictive covenant, and any covenant or other obligation providing for the payment of any charges, assessments or fees, which are a part of the Declaration or created by any contract, deed, or other instrument executed pursuant to the provisions of said Declaration, not for profit but for the purpose of providing for the payment of the expenses of the Corporation, the cost of the construction, improvement, repair, equipping, furnishing, maintenance, and operation of its facilities, the cost of its services, and the principal and interest on its obligations and to create any facilities, boards or associations deemed to be convenient by the Board of Directors for such enforcement.

(12) To create, cause to be created, or to assist in or approve the creation of "Incorporated Associations" (as defined in Article I, SEVENTH(3)), which shall be non-profit civic organizations having representative membership from among the property owners in a certain area within the Property and which shall have the purpose and function of enhancing the peculiar common interests of the particular area or areas and the inhabitants

thereof, and to supervise the organization, management, operation and activities of such Incorporated Associations to the extent and in any manner that the Board of Directors may deem appropriate, and to perform such duties and obligations and exercise such rights and powers with relation thereto which may be imposed or granted to the Corporation by way of any Declaration, Deed or Charter executed and filed with the appropriate public authority in connection with the creation or operation thereof.

(13) To have and exercise, to the extent necessary or desirable for the accomplishment of the aforesaid purposes and to the extent they are not inconsistent with the Purpose of this Corporation, any and all powers conferred upon the corporations of a similar character by the General Laws of the State of Maryland.

FOURTH: The post office address of the principal office of the Corporation in this State is 6310 Hillside Court, Suite 100, Columbia, Maryland 21046. The name and post office address of the resident agent of the Corporation in this State is Corporation Trust Incorporated, 351 West Camden Street, Baltimore, Maryland 21201. Said resident agent is a Maryland corporation.

FIFTH: The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Corporation and of the directors and members:

(1) The Corporation is not organized for profit, and notwithstanding any provision in the Declaration, or any amendment or supplement thereto, or in any other deed, agreement or other document, no part of the net earnings of the Corporation shall inure in any event to the benefit of any member, director, or officer of the Corporation or any private person (except that reasonable compensation may be paid for services rendered to or for the Corporation and the Corporation may enter into a contract with any established insurance company or companies for a group, annuity, retirement or pension plan, and contribute so much thereto as the Board of Directors may deem equitable, or be required to pay under any such contract), and no member, director, or officer of the Corporation, or any private person shall be entitled to share in the distribution of the corporate assets upon dissolution of the Corporation or otherwise.

(2) In the event of the liquidation or winding up of the Corporation (whether voluntary or involuntary) all of the assets of the Corporation (after payment of debts) shall be transferred to and contributed to and shall vest in (a) Howard County, Maryland, a body politic and corporate and a political subdivision of the State of Maryland, or the agency, subdivision or instrumentality of said County appropriate to take title to each of such assets, or (b) any of the Incorporated Associations or other non-profit civic organizations which are devoted to the social welfare of Columbia or a part thereof as the

Board of Directors shall determine.

(3) The Corporation shall in no case sell or donate any of its property or assets or make any loans to any person (other than the State of Maryland or Howard County or any subdivision of either or an Incorporated Association or other non-profit civic organization when such is for the promotion of the social welfare of the people of Columbia) unless the Board of Directors shall first pass a resolution (a) finding that such action is to be taken exclusively for the promotion of the social welfare of the people of Columbia, (b) setting forth the civic betterments or social improvements which such action is expected to produce, and (c) finding that the benefits from such action to be derived by such person are necessary incidents to the accomplishment of the Corporation's purpose to promote the social welfare of the people of Columbia.

(4) Subject to the restriction and limitations contained herein the Corporation may enter into contracts and transactions with any director or with any corporation, partnership, trust or association of which any director is a stockholder, director, officer, partner, member, trustee, beneficiary, employee or in which any director is otherwise interested; and such contract or transaction shall not be invalidated or in any way affected by the fact that such director has or may have an interest therein which is or might be adverse to the interest of the Corporation; provided that the fact of such interest shall be disclosed or known to the other directors acting upon such contract or transaction; and such director may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Corporation which shall authorize any such contract or transaction, and may vote thereat to authorize any such contract or transaction with like force and effect as if he were not so interested. No director having such disclosed or known adverse interest shall be liable to the Corporation or any creditor thereof or any other person having any loss incurred by the Corporation under or by reason of any such contract or transaction, nor shall any such director be accountable for any gains or profits realized therefrom.

(5) The Corporation shall indemnify (a) its directors to the full extent provided by the General Laws of the State of Maryland now or hereafter in force, including the advance of expenses under the procedures provided by such laws; (b) its officers to the same extent it shall indemnify its directors; and (c) its officers who are not directors to such further extent as shall be authorized by the Board of Directors and be consistent with law. The foregoing shall not limit the authority of the Corporation to indemnify other employees and agents consistent with law.

(6) To the fullest extent permitted by Maryland statutory or decisional law, as amended or interpreted, no director or officer of the Corporation shall be personally liable to the Corporation or its members for money damages. No amendment or repeal of any of its provisions shall limit or

eliminate the limitation on liability provided to directors and officers hereunder with respect to any act or omission occurring prior to such amendment or repeal.

(7) The Corporation reserves the right to make from time to time and at any time any amendments to its Charter, as then in effect, which may be now or may hereafter be authorized by law, upon the affirmative vote of 2/3 of the then current members of the Corporation; provided that no such amendment may change the purpose of the Corporation. Not less than thirty (30) days prior to the date upon which the members propose to adopt any amendment to this Charter, notice of such proposed action shall be given by advertisement in at least one newspaper of general circulation in Columbia and by posting on the Corporation's website, and in any other manner as the Board of Directors shall elect. No amendment to this Charter shall be adopted except in a public meeting at which members of the public shall be given an opportunity to comment on the proposed amendment.

SIXTH: The Corporation is not authorized to issue any capital stock or securities convertible into shares of capital stock. The Board of Directors shall have full power and authority at any time, and from time to time, to issue such bonds, notes and other evidences of indebtedness, secured or unsecured, in such amount or amounts, for such consideration and upon such terms and conditions as it shall deem advisable.

SEVENTH: The members and the directors of the Corporation shall be as follows:

(1) The members of the Corporation shall be the Columbia Council Representatives, as provided in Paragraph 3 below. Each member shall be entitled to one vote.

(2) The Corporation shall be governed by a Board of Directors which shall consist of the members of the Corporation and the President of the Corporation, as provided in Paragraph 4 below.

(3) It is anticipated that as the Property is developed, incorporated community or neighborhood associations for the promotion of the welfare of residents of particular sections of the Property will be formed (each an "Incorporated Association"). Each such Incorporated Association, which shall meet the standards of organization and membership prescribed by the Board of Directors of this Corporation, shall have the right to elect one of the members thereof to a council, to be known as the Columbia Council, which shall be an unincorporated advisory group whose function shall be to consider and make recommendations to the Incorporated Associations for the benefit and welfare of the Property and the residents thereof. At the Corporation's annual meeting, the members of the Corporation then in office shall elect each Columbia Council Representative as a director and member of the Corporation. In no event shall

members and directors so elected number more than the number of Incorporated Associations having the right to elect a Columbia Council Representative as hereinbefore provided, nor shall the total number of votes entitled to be cast by such members and directors at any time exceed the number of such Incorporated Associations then having the right to elect a representative to the Columbia Council. Each member and director so elected shall serve as such until the end of his/her term as Columbia Council Representative or until his or her successor is duly elected and qualifies, whichever is later. If the members of any Incorporated Association remove or recall their Columbia Council Representative through a procedure authorized by the charter and by-laws of the Incorporated Association, the members of this Corporation shall remove such former Columbia Council Representative from office as a member and director of this Corporation, as provided in the by-laws. In the event of the death, resignation or removal pursuant to the by-laws of a member and director, the remaining members of this Corporation, although less than a quorum, shall elect as his or her successor the nominee submitted by the Board of Directors of the Incorporated Association from which such former member and director was elected. Any successor member and director so elected shall serve for the remainder of the term of the former member and director or until his or her successor is duly elected and qualifies.

(4) In addition to the Columbia Council Representatives elected as provided herein, the President of the Corporation shall be a director and an ex officio member (but not a member) of the Corporation so long as he or she shall hold the office of President. The President shall not have the right to vote but shall have all other rights, privileges and powers as the Directors who are also Columbia Council Representatives.

(5) Except as herein otherwise specified, at all meetings of the Board of Directors, a majority of the Directors entitled to vote shall constitute a quorum for the transaction of business. Unless otherwise provided by statute, at any meeting duly called and at which a quorum is present, the vote of a majority of the Directors present at the meeting shall be sufficient to take or authorize action upon any matter which may properly come before the meeting. Each Director entitled to vote shall be entitled to cast one vote on every matter presented to the Board of Directors.

EIGHTH: The number of directors of the Corporation is eleven (11). The names of the directors currently in office are: Reginald Avery, Richard Boulton, Brian Dunn, Janet Evans, Jeanne Ketley, Alan Klein, Milton Matthews, Nancy McCord, Gregg Schwind, Andrew Stack, and Chao Wu.

NINTH The duration of the Corporation shall be perpetual.

ARTICLE II: The foregoing amendment and restatement of the Charter has been duly approved by the board of directors of the Corporation and approved by the unanimous consent of the members of the Corporation, all in the manner prescribed by, and in accordance with, the provisions of the Maryland General Corporation Law.

ARTICLE III: The provisions set forth in the foregoing amendment and restatement of the Charter are all of the provisions of the Charter currently in effect.

Amended May 14, 2015

IN WITNESS WHEREOF, Columbia Association, Inc. has caused this Amended and Restated Charter to be signed in its name and on its behalf by its President and attested by its Secretary on this 6th day of October, 2015, and its President acknowledges that this Amended and Restated Charter is the act and deed of the Corporation, and, under the penalties for 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 his knowledge, information and belief.

ATTEST:

/s/ Sheri V.G. Fanaroff , Secretary

/s/ Milton W. Matthews , President

BY-LAWS

COLUMBIA ASSOCIATION, INC.

(Formerly Columbia Park and Recreation Association, Inc.)

ARTICLE I

Members

Section 1.01. Annual Meeting. The Corporation shall hold each year, commencing with the year 1983, an annual meeting of the members for the election of Directors and the transaction of any business within the powers of the Corporation, on any business day in the month of May in each year, said date to be selected by the Board of Directors at the meeting held immediately prior to said annual meeting. Any business of the Corporation may be transacted at any annual meeting without being specially designated in the notice, except such business as is specifically required by statute or by the charter to be stated in the notice. Failure to hold an annual meeting within the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

Section 1.02. Special Meetings. At any time in the interval between annual meetings, special meetings of the members may be called by the Chairperson of the Board or the President or by a majority of the Board of Directors by vote at a meeting or in writing with or without a meeting.

Section 1.03. Place of Meetings. All meetings of members shall be held at the principal office of the Corporation in Columbia, Maryland, except in cases in which the notice thereof designates some other place; but all such meetings shall be held within the State of Maryland.

Section 1.04. Notice of Meetings. Not less than ten days nor more than thirty days before the date of every members' meeting, the Secretary shall give to each member entitled to vote at such meeting written or printed notice stating the time and place of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, either by mail or electronic mail or by presenting it to him or her personally or by leaving it at his or her residence or usual place of business. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the member at his or her post office address as it appears on the records of the Corporation, with postage thereon prepaid. Notwithstanding the foregoing provision, a waiver of notice in writing, signed by the person or persons entitled to such notice and filed with the records of the meeting, whether before or after the holding thereof, or actual attendance at the meeting in person or by proxy, shall be deemed equivalent to the giving of such notice to such persons. Any meeting of members, annual or special, may adjourn from time to time to reconvene at the same

or other place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 1.05. Quorum. Except as provided in Section 1.10 hereof, and unless otherwise provided in the charter, at any meeting of members the presence in person of members entitled to cast a majority of the votes thereat shall constitute a quorum; but this section shall not affect any requirement under statute or under the charter of the Corporation for the vote necessary for the adoption of any measure. In the absence of a quorum the members present in person, by majority vote and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 1.06. Votes Required. Except as provided in Section 1.10 hereof, and unless otherwise provided by statute or in the charter, at any meeting of members duly called and at which a quorum is present, a majority of the votes cast shall be sufficient to take or authorize action upon any matter which may properly come before the meeting. Unless the charter provides for a greater or less number of votes per member or limits or denies voting rights, each member shall be entitled to one vote on each matter submitted to a vote at a meeting of members.

Section 1.07. Proxies. A member may vote as such either in person or by proxy executed in writing by the member or by his or her duly authorized attorney-in-fact. Every proxy shall be in writing, subscribed by the member or his duly authorized attorney, and dated, but need not be sealed, witnessed or acknowledged. Every proxy shall state the specific matters of business upon which a vote is authorized, or it may authorize a vote on any matter properly submitted to a vote at a specific meeting, and no proxy shall be valid except for a vote upon the specific matters or at the specific meeting for which it was authorized.

Section 1.08. Voting. In all elections for directors every member shall have the right to cast his or her vote, in person or by proxy, for as many persons as there are directors to be elected and for whose election he or she has a right to vote. At all meetings of members the proxies and ballots shall be received, and all questions touching the qualification of voters and the validity of proxies and the acceptance or rejection of votes shall be decided by the chairperson of the meeting. If demanded by any member, present in person or by proxy, or if ordered by the chairperson, the vote upon any election or question shall be taken by ballot. Unless so demanded or ordered, no vote need be by ballot.

Section 1.09. Informal Action by Members. Any action required or permitted to be taken at any meeting of members may be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the members entitled to vote on the subject matter thereof and any other members entitled to notice of a meeting of members (but not to vote thereat) have waived in writing any rights which they may

have to dissent from such action, and such consent and waiver are filed with the records of the Corporation.

Section 1.10. Special Provision for Lack of Quorum. If a meeting of the members of this Corporation has been duly called for any lawful purpose, and at such meeting a sufficient number of votes by the members entitled to vote thereat to approve or authorize the proposed action cannot be obtained, then, if the notice of such meeting stated that the procedure authorized by this section might be invoked, the members present at such meeting in person or by proxy may by majority vote of the total number of votes entitled to be cast at such meeting call a further meeting of the members for the same purpose. Fifteen days' notice of the time, place and purpose of such further meeting shall be given by advertisement inserted in a newspaper published in the county in which is located the principal office of the Corporation and by posting on the Corporation's website. At such further meeting the members present in person or by proxy shall constitute a quorum and by majority vote of the total number of votes entitled to be cast at such meeting of those present in person or by proxy may approve or authorize the proposed action and take any other action which might have been taken at the original meeting if a sufficient number of votes by the members entitled to vote thereat had been obtainable; and the notice of such further meeting shall so state.

ARTICLE II

Board of Directors

Section 2.01. Powers. The business and affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors may exercise all the powers of the Corporation, except such as are by statute or the charter or the by-laws conferred upon or reserved to the members. The Board of Directors shall keep full and fair accounts of its transactions.

Section 2.02. Number of Directors. The number of directors of the Corporation shall be determined as provided in the charter.

Section 2.03. Election and Removal of Directors. At the annual meeting of members in 1983 and at each annual meeting thereafter, the members entitled to vote thereon shall elect directors as provided in the charter, to hold office for the term provided in the charter or until their successors are elected and qualify. At any meeting of members, duly called and at which a quorum is present, the members may, by the affirmative vote of the holders of two-thirds (2/3) of the votes entitled to be cast thereat, remove any director or directors from office. If the members of any Incorporated Association remove or recall their Columbia Council Representative through a procedure authorized by the charter and by-laws of the Incorporated Association, the members of this Corporation shall remove such Columbia Council Representative from office as a director of this Corporation.

Section 2.04. Vacancies. In the event of death, resignation or removal pursuant to Section 2.03 hereof of a director who is a Columbia Council Representative, the members of the Corporation shall elect as his or her successor the nominee submitted by the Board of Directors of the Incorporated Association from which such former director was elected. For the purpose of filling a vacancy on the Board of Directors, a majority of the votes cast by the remaining members of the Corporation entitled to vote thereon, although less than a quorum, shall be sufficient as provided in the charter. A director elected to fill a vacancy shall hold office for the remainder of the term of the former director or until his or her successor is elected and qualifies, whichever occurs later.

Section 2.05. Regular Meetings. After each meeting of members at which a Board of Directors shall have been elected, the Board of Directors so elected shall meet as soon as practicable for the purpose of organization and the transaction of other business, at such time as may be designated by the members at such meeting; and in the event that no other time is designated by the members, the Board of Directors shall meet at 7:30 p.m. on the date of such members' meeting. Such first meeting shall be held at such place within or without the State of Maryland as may be designated by the members, or in default of such designation at the place designated by the Board of Directors for such first regular meeting, or in default of such designation at the office of the Corporation in Columbia, Maryland. No notice of such first meeting shall be necessary if held as hereinabove provided. Other regular meetings of the Board of Directors shall be held on such dates and at such places within or without the State of Maryland as may be designated from time to time by the Board of Directors.

Section 2.06. Special Meetings. Special meetings of the Board of Directors may be called at any time by the Chairperson of the Board, the Vice-Chairperson of the Board or the President or by a majority of the votes entitled to be cast by the Board of Directors at a meeting, or in writing with or without a meeting. Such special meetings shall be held at such place or places within or without the State of Maryland as may be designated from time to time by the Board of Directors. In the absence of such designation such meetings shall be held at such places as may be designated in the calls.

Section 2.07. (a) Notice of Meetings. Except in the case of a closed meeting as provided in paragraph (b) of this Section 2.07, notice of the place and time of every regular meeting and, if time permits, of every special meeting, shall be published in a newspaper of general circulation in Columbia, Maryland at least one week prior to such meeting and posted on the Corporation's website at least six (6) days prior to such meeting, and may state the business to be transacted thereat. Except as provided in Section 2.05, notice of the place, day and hour of every regular and special meeting shall be given to each director not less than five days before a regular meeting and not less than twenty-four hours before a special meeting, by delivering the same to him or her personally, or by leaving the same at his or her residence or usual place of

business, or by sending the same through electronic mail, or, in the alternative, by mailing such notice at least six days (in the case of a regular meeting) or two days (in the case of a special meeting) before the meeting, postage prepaid, and addressed to the director at his or her last known post office address, according to the records of the Corporation. Unless required by these by-laws or by resolution of the Board of Directors, no notice of any meeting of the Board of Directors need state the business to be transacted thereat. No notice of any meeting of the Board of Directors need be given to any director who attends, or to any director who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board of Directors, regular or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

(b) Conduct of Meetings. All meetings of the Board of Directors of the Corporation shall be open to the public, except that the Board of Directors, upon request of the Chairperson of the Board, the Vice-Chairperson of the Board in the absence of the Chairperson, the President or a majority of the Board of Directors by vote at a meeting or in writing with or without a meeting, may meet in closed session, or may adjourn an open meeting to meet in closed session, for the following purposes:

- (1) to discuss matters pertaining to employees and personnel;
 - (2) to protect the privacy or reputation of individuals in matters not related to the Corporation's business;
 - (3) to consider the terms and conditions of a business transaction in the negotiation stage, the disclosure of which could adversely affect the economic interests of the Corporation;
 - (4) to consult with legal counsel on legal matters;
 - (5) to consult with staff personnel, consultants, attorneys, board members, or other persons in connection with pending or potential litigation or other legal matters;
 - (6) to discuss investigative proceedings concerning possible or actual criminal misconduct;
 - (7) to comply with a specific constitutional, statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure;
 - (8) to discuss individual owner assessment (annual charge) accounts;
- or
- (9) for any other purpose as permitted by law.

(c) Minutes of Meetings. Minutes of each regular and special meeting shall be typed and include the persons in attendance, subjects considered and a record of the votes cast by each Board member on matters coming before the meeting, and shall be available for public inspection following approval thereof. In the case of a closed meeting held pursuant to paragraph (b) of this Section 2.07, minutes of the actions taken at such meeting shall be recorded in the same manner as prescribed for other meetings of the Board of Directors and shall be made public at such time as the confidentiality with respect to the matters discussed or transacted at such meeting is no longer required. A statement of the time, place and purpose of a closed meeting and the record of the vote of each board or committee member by which the meeting was closed shall be included in the minutes of the next board or committee meeting.

Section 2.08. Records of Corporation. All books and records of the Corporation shall be made available for examination and copying by a lot owner, lot owner's mortgagee, or their authorized agent or attorney during normal business hours and after reasonable written notice to the Corporation; provided, however, that books and records may be withheld from inspection to the extent that they concern (i) personnel records, not including information on individual salaries, wages, bonuses and other compensation paid to employees; (ii) an individual's medical records; (iii) records relating to business transactions currently in negotiation; (iv) written advice of legal counsel; (v) an individual's personal financial records; (vi) minutes of a closed meeting of the Board of Directors or a Board committee, unless the Board approves unsealing those minutes; or (vii) other books and records as permitted by law. In the event that inspection of any such record is denied, any person seeking such inspection may request review of such decision by the Board of Directors of the Corporation, who shall determine within a reasonable time the appropriateness of such denial.

Section 2.09. Quorum. At all meetings of the Board of Directors, the presence in person of a majority of the directors shall constitute a quorum for the transaction of business. Unless otherwise provided by statute, by the charter or by these by-laws, at any meeting duly called and at which a quorum is present, a majority of the total number of votes constituting such quorum shall be sufficient to take or authorize action upon any matter which may properly come before the meeting. In the absence of a quorum, the directors present, by casting a majority of the votes there represented and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2.10. Compensation. By resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed to directors for attendance at each regular or special meeting of the Board of Directors or of committees thereof, but directors as such shall not receive any other compensation for their services except as may be authorized or permitted by vote of the members. A director who serves the

Corporation in any other capacity, however, may receive compensation without such vote of the members.

Section 2.11. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 2.12. Parliamentary Authority of Board. The rules contained in Robert's Rules of Order, Newly Revised, current edition, shall govern the Board in all cases in which they are applicable and in which they are not inconsistent with these by-laws or any Special Rules of Order that the Board shall by motion adopt.

ARTICLE III

Committees

Section 3.01. Committees. The Board of Directors may by resolution provide for an Executive Committee and for such other standing or special committees as it deems desirable and discontinue the same at pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be assigned to it by the Board of Directors.

ARTICLE IV

Officers

Section 4.01. Executive Officers. The Board of Directors shall choose a Chairperson and Vice-Chairperson of the Board from among the directors. The Board of Directors shall choose a President, a Secretary and a Treasurer, none of whom need be a director. The Board of Directors may choose one or more Vice-Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers, none of whom need be a director. Any two or more of the above-mentioned offices, except those of President and a Vice-President, may be held by the same person; but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by statute, by the charter, by the by-laws or by resolution of the Board of Directors to be executed, acknowledged or verified by any two or more officers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of members next succeeding his or her election, and until his or her successor shall have been duly chosen and qualified, or until he or she shall have resigned or shall have been removed. Any vacancy in any of the above offices may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 4.02. Chairperson of the Board. The Chairperson of the Board shall preside at all meetings of the Board of Directors and of the members at which he or she shall be present. He or she shall have and may exercise such powers as are from time to time, assigned to him or her by the Board of Directors.

Section 4.03. Vice-Chairperson of the Board. The Vice-Chairperson of the Board, at the request of the Chairperson of the Board or during his or her absence or inability to act, shall perform the duties and exercise the functions of the Chairperson, and when so acting shall have the powers of the Chairperson.

Section 4.04. President. The President shall have general charge and supervision of the business of the Corporation; he or she may sign and execute, in the name of the Corporation, all authorized deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated to some other officer or agent of the Corporation; and, in general, he or she shall perform all duties incident to the office of a president of a corporation and such other duties as, from time to time, may be assigned to him or her by the Board of Directors.

Section 4.05. Vice-Presidents. The Vice-President or Vice-Presidents, at the request of the President or in his or her absence or during his or her inability to act, shall perform the duties and exercise the functions of the President, and when so acting shall have the powers of the President. If there be more than one Vice-President, the Board of Directors may determine which one or more of the Vice-Presidents shall perform any of such duties or exercise any of such functions, or if such determination is not made by the Board of Directors, the President may make such determination; otherwise, any of the Vice Presidents shall have such other powers and perform such other duties as may be assigned to them by the Board of Directors or the President.

Section 4.06. Secretary. The Secretary shall keep the minutes of the meetings of the members, of the Board of Directors and of any committees, in books provided for the purpose; he or she shall see that all notices are duly given in accordance with the provisions of the by-laws or as required by law; he or she shall be custodian of the records of the Corporation; he or she shall see that the corporate seal is affixed to all documents the execution of which, on behalf of the Corporation, under its seal, is duly authorized, and when so affixed may attest the same; and in general, he or she shall perform all duties incident to the office of a secretary of a corporation, and such other duties as, from time to time, may be assigned to him or her by the Board of Directors or the President.

Section 4.07. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit, or cause to be deposited, in the name of the Corporation, all moneys or other valuable effects in such banks, trust companies or other depositories as shall, from

time to time, be selected by the Board of Directors; he or she shall render to the President and to the Board of Directors whenever requested, an account of the financial condition of the Corporation, and, in general, he or she shall perform all the duties incident to the office of a treasurer of a corporation, and such other duties as may be assigned to him or her by the Board of Directors or the President.

Section 4.08. Assistant Officers. The Assistant Secretaries shall have such duties as may from time to time be assigned to them by the Board of Directors or the Secretary. The Assistant Treasurers shall have such duties as may from time to time be assigned to them by the Board of Directors or the Treasurer.

Section 4.09. Subordinate Officers. The Board of Directors may from time to time appoint such subordinate officers as it may deem desirable. Each such officer shall hold office for such period and perform such duties as the Board of Directors or the President may prescribe. The Board of Directors may, from time to time, authorize any committee or officer to appoint and remove subordinate officers and prescribe the duties thereof.

Section 4.10. Compensation. The Board of Directors shall have power to fix the compensation of all officers of the Corporation. It may authorize any committee or officer, upon whom the power of appointing subordinate officers may have been conferred, to fix the compensation of such subordinate officers.

Section 4.11. Removal. Any officer or agent of the Corporation may be removed by the affirmative vote of two-thirds of the members of the Board of Directors.

ARTICLE V

Finance

Section 5.01. Checks. Drafts. Etc. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Corporation, shall unless otherwise provided by resolution of the Board of Directors, be signed by the President or a Vice-President and countersigned by the Treasurer or Secretary.

Section 5.02. Annual Reports. There shall be prepared annually a full and correct statement of the affairs of the Corporation, including a balance sheet and a financial statement of operations for the preceding fiscal year, which shall be submitted to the members and directors within ninety days after the end of such fiscal year and filed at the principal office of the Corporation. Such statement shall be prepared by such executive officer of the Corporation as may be designated in additional or supplementary by-laws adopted by the Board of Directors. If no other executive officer is so designated, it shall be the duty of the President to prepare such statement.

Section 5.03. Fiscal Year. The fiscal year of the Corporation shall be the twelve calendar months ending April 30th of each year, unless otherwise provided by the Board of Directors.

ARTICLE VI

Sundry Provisions

Section 6.01. Seal. The Board of Directors shall provide a suitable seal, bearing the name of the Corporation, which shall be in the charge of the Secretary. The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof.

Section 6.02. Bonds. The Board of Directors may require any officer, agent or employee of the Corporation to give a bond to the Corporation, conditioned upon the faithful discharge of his or her duties, with one or more sureties and in such amount as may be satisfactory to the Board of Directors.

Section 6.03. Voting Upon Shares in Other Corporations. Any shares in other corporations or associations which may from time to time be held by the Corporation, may be voted at any meeting of the shareholders thereof by the President or a Vice-President of the Corporation or by proxy or proxies appointed by the President or one of the Vice Presidents of the Corporation. The Board of Directors, however, may by resolution appoint some other person or persons to vote such shares, in which case such person or persons shall be entitled to vote such shares upon the production of a certified copy of such resolution.

Section.6.04. Amendments. Any and all provisions of these by-laws may be altered or repealed and new by-laws may be adopted at any annual meeting of the members, or at any special meeting called for that purpose. In addition, the Board of Directors shall have the power, at any regular or special meeting thereof, to make and adopt new by-laws or to amend, alter or repeal any by-laws of the Corporation. Prior to taking such action with respect to the by-laws, notice thereof shall be given to the public not less than thirty (30) days prior to the date upon which such action is proposed to be taken, by advertisement in at least one newspaper of general circulation in Columbia and by posting on the Corporation's website, and in any other manner as the Board of Directors shall direct. Such action shall not be taken except in a public meeting duly held in accordance with these by-laws.

Amended March 12, 2015

**RECORDED IN THE LAND RECORDS OF HOWARD COUNTY, MARYLAND
LIBER 463, PAGE 158**

**DEED, AGREEMENT AND DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS**

THIS DEED, AGREEMENT AND DECLARATION, made this 13th day of December, 1966, by and between THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC., a Maryland non-profit membership corporation (hereinafter referred to as "CPRA"), Grantor, and C. AILEEN AMES, unmarried, a resident of Baltimore City Maryland (hereinafter referred to as the "Declarant"), Grantee.

WHEREAS, THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation (hereinafter referred to as "HRD"), has heretofore acquired the fee interest or leasehold interest in those certain tracts or parcels of land containing, in the aggregate, 13,690.118 acres of land, more or less, situated, lying and being in the Second, Fifth and Sixth Election Districts of Howard County, Maryland, and more particularly described in Exhibit A annexed hereto and made a part hereof;

WHEREAS, HRD intends to develop a new town (to be known as "Columbia") on the land included in the "Property", as hereinafter defined, affording well-planned residential, commercial, industrial, recreational, institutional and open space uses, buildings, facilities and areas;

WHEREAS, HRD desires to subject the Property (whether owned by it or by others) to the covenants, easements, charges and liens imposed hereby in order (i) to provide funds for use as specified in Article IV hereof, and (ii) to grant rights, easements and privileges relating to the use of certain facilities, subject to the conditions set forth herein;

WHEREAS, HRD has caused CPRA to be formed for the purpose of providing a non-profit civic organization to serve as the representative of the Owners and Residents with respect to: the assessment, collection and application of all charges imposed hereunder; the enforcement of all covenants contained herein and all liens created hereby; and the creation, operation, management and maintenance of the facilities and services referred to hereafter;

WHEREAS, the within instrument is the "Declaration" referred to in the Articles of Incorporation of CPRA; and

WHEREAS, in order to cause said covenants, easements, charges and liens to run with, burden and bind the Property, HRD has, by deed of even date, conveyed the Property to CPRA upon condition that CPRA execute the within instrument, and CPRA, by this instrument, hereby conveys the Property to the Declarant upon condition that Declarant covenant and declare as herein provided and forthwith reconvey the Property to HRD subject to, and burdened and bound by, all covenants, easements, charges and liens imposed hereby.

Now, THEREFORE, THIS DEED, AGREEMENT AND DECLARATION, WITNESSETH: that for and in consideration of the premises and the sum of Five Dollars (\$5.00), paid by each party to the other, the receipt and sufficiency whereof being hereby mutually acknowledged, the parties hereto do hereby grant, covenant and declare as follows:

CPRA does hereby GRANT, CONVEY and ASSIGN unto the Declarant, the Property, subject, however, to the covenants, easements, charges and liens hereinafter set forth.

TOGETHER with any and all rights and appurtenances thereunto belonging or in anywise appertaining.

To HAVE AND TO HOLD the above granted Property unto the Declarant, her heirs and assigns, forever, in fee simple with respect to those properties conveyed in fee simple to CPRA by the aforesaid deed from HRD, and for the terms of years unexpired with respect to the leasehold estates assigned and conveyed to CPRA by the aforesaid deed from HRD, subject, however, to the following covenants, easements, charges and liens, which it is hereby covenanted and agreed shall be binding upon (i) CPRA, its successors and assigns, (ii) the Declarant, her heirs, executors, administrators and assigns, and (iii) the Property, to the end that such covenants, easements, charges and liens shall run with, bind and burden the Property, in perpetuity

with respect to the fee simple estates conveyed hereby and for the remainder of the unexpired terms of the leasehold estates assigned and conveyed hereby.

AND the parties hereto further covenant, agree and declare as follows:

ARTICLE I

DEFINITIONS

Section 1.01. The following words, phrases or terms when used herein shall have the following meanings:

A. "Assessable Property" shall mean and refer to the entire Property except such part or parts thereof as may from time to time constitute "Exempt Property", as hereinafter defined.

B. "Declaration" shall mean and refer to this Deed, Agreement and Declaration, as the same may from time to time be supplemented in the manner provided in Article VI hereof.

C. "Board" shall mean and refer to the Board of Directors of CPRA.

D. "CPRA Land" shall mean and refer to such part of the Property as may at any time hereafter be owned by CPRA (or a "Successor Corporation" as defined in Section 7.04 hereof) for so long as CPRA (or such Successor Corporation) may be the owner thereof.

E. "Deed" shall mean and refer to a deed, assignment or other instrument conveying the fee simple or leasehold interest in a "Lot", as hereinafter defined.

F. "Exempt Property" shall mean and refer to the following portions or parts of the Property:

(i) all land and "Permanent Improvements", as hereinafter defined, owned by the United States, the State of Maryland, Howard County, or any instrumentality or agency of any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof;

(ii) all land and Permanent Improvements owned by CPRA (or a "Successor Corporation" as defined in Section 7.04 hereof) for so long as CPRA (or such Successor Corporation) shall be the owner thereof;

(iii) all land and Permanent Improvements exempt from both Howard County and the State of Maryland real property taxes by virtue of applicable law.

G. "Lot" shall mean and refer to a portion of the Assessable Property which is less than the whole thereof and which is assessed as a unit by the appropriate public officials for the purpose of real estate taxes imposed by the State of Maryland and Howard County.

H. "Notes" shall mean and refer to all notes, bonds, debentures or other evidences of indebtedness issued and sold by CPRA.

I. "Note Holder" shall mean and refer to the holder of any Note and all trustees or other representatives of one or more such holders.

J. "Owner" shall mean and refer to the holder of record title to the fee interest in any Lot or the record holder of any leasehold estate assigned hereunder or created on any land presently covered by any leasehold estate assigned hereunder, whether or not such holder actually resides on any part of the Property.

K. "Permanent Improvements" shall mean and refer to all buildings, structures and other matters and things which at the time of the assessment of each "Annual Charge", as hereinafter defined, are taxable by the State of Maryland or Howard County as real property under applicable law.

L. "Property" as used herein shall mean and refer as follows:

(i) at the time of the execution hereof, the term "Property" shall mean all land described in Exhibit A annexed hereto and all presently existing Permanent Improvements built, installed or erected thereon;

(ii) from and after the building, installation or erection of each new Permanent Improvement upon the land described in Exhibit A annexed hereto, the term "Property" shall also include each such new Permanent Improvement;

(iii) from and after each addition to the land subjected to the "Restrictions", as hereinafter defined, pursuant to Article VI hereof, the term "Property" shall also include each such new parcel of land and each Permanent Improvement existing on each such new parcel of land at the time that the same is subjected to the Restrictions; and

(iv) from and after the building, installation or erection of each new Permanent Improvement on each new parcel of land referred to in subparagraph (iii) above the term "Property" shall also include each such new Permanent Improvement.

M. "Resident" shall mean and refer to (i) each tenant actually residing on (or conducting a business on) any part of the Assessable Property, and (ii) members of the immediate family of each Owner and of each such tenant actually living in the same household with such Owner or such tenant. Subject to such rules and regulations as CPRA may hereafter specify, including the imposition of special fees for use if CPRA shall so direct, the term "Resident" shall also include the employees, guests or invitees of any such Owner or tenant if the Board, in its absolute discretion, by resolution so directs.

N. "Restrictions" shall mean and refer collectively to all covenants, easements, charges, and liens created or imposed by this Declaration.

ARTICLE II

ASSESSMENT OF ANNUAL CHARGE

Section 2.01. For the purpose of providing funds for use as specified in Article IV hereof, the Board shall in each year, commencing with the year 1966, assess against the Assessable Property a charge (which shall be uniform with respect to all Assessable Property) equal to a specified number of cents (not in excess of seventy-five cents) for each One Hundred Dollars (\$100) of the then current "Assessed Valuation", as hereinafter defined, of the Assessable Property. In making each such assessment, the Board shall separately assess each Lot based upon its Assessed Valuation, and each such Lot shall be charged with and subject to a lien for the amount of such separate assessment which shall be deemed the "Annual Charge" with respect to such Lot.

Section 2.02. As used herein, the term "Assessed Valuation" shall mean:

(i) the highest valuation placed on land and permanent improvements in each year for Howard County or Maryland State real estate tax purposes, whichever may be higher, as assessed or determined in such manner as may from time to time be provided by applicable law, regardless of any decrease of such valuation during such year by reason of protest, appeal or otherwise;

(ii) if both Howard County and the State of Maryland shall ever cease to impose real estate taxes, then said term shall mean in each year thereafter the highest valuation placed on land and permanent improvements during the last year when either shall have imposed real estate taxes, determined as provided in the immediately preceding subparagraph (i).

Section 2.03. As soon as may be practical in each year, CPRA shall send a written bill to each Owner stating (i) the Assessed Valuation of each Lot owned by such Owner as the same appears on the appropriate public record; (ii) the number of cents per One Hundred Dollars (\$100) of such Assessed Valuation assessed by the Board as the Annual Charge for the year in question, (iii) the amount of the Annual Charge assessed against each such Lot, stated in terms of the total sum due and owing as the Annual Charge, and (iv) that unless the Owner shall pay the Annual Charge within thirty (30) days following the date of receipt of the bill the same shall be deemed delinquent and will bear interest at the rate of six percent (6%) per annum until paid.

Section 2.04. If the Owner of any Lot shall fail to pay the Annual Charge within ninety (90) days following receipt of the bill referred to in Section 2.03 hereof, in addition to the right to sue the Owner for a personal judgment, CPRA shall have the right to enforce the lien hereinafter imposed to the same extent, including a foreclosure sale and deficiency decree, and (to the extent the appropriate court will accept jurisdiction) subject to the same procedures, as in the case of mortgages under applicable law, and the amount due by such Owner shall include the Annual Charge, as well as the cost of such proceedings, including a reasonable attorney's fee, and the aforesaid interest. If in any case the appropriate court refuses jurisdiction of the enforcement of said lien, then CPRA shall have the right to sell the property at public or private sale after giving notice to the Owner (by registered mail or by publication in a newspaper of general circulation in Howard County) at least 30 days prior to such sale.

Section 2.05. The Board shall have the right to adopt procedures for the purpose of making the assessments provided herein and the billing and collection of the Annual Charges, provided that the same are not inconsistent with the provisions hereof.

Section 2.06. Upon written demand by an Owner, CPRA shall within a reasonable period of time issue and furnish to such Owner a written certificate stating that all Annual Charges (including interest and costs, if any) have been paid with respect to any specified Lot as of the date of such certificate or, if all Annual Charges have not been paid, setting forth the amount of such Annual Charges (including interest and costs, if any) due and payable as of such date. CPRA may make a reasonable charge for the issuance of such certificates which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between CPRA and any bona fide purchaser of, or lender on, the Lot in question.

ARTICLE III

IMPOSITION OF CHARGE AND LIEN UPON PROPERTY

Section 3.01. Declarant, for herself, her heirs, executors, administrators and assigns, hereby covenants and agrees (in perpetuity with respect to the fee simple estates conveyed hereby, and for the remainder of the unexpired terms of the leasehold estates assigned and conveyed hereby):

(i) that she will pay to CPRA the Annual Charge assessed by CPRA in each year against the Assessable Property; and

(ii) that the Annual Charge, both prior to and after the assessment thereof in each year, together with the continuing obligation to pay all future Annual Charges assessed in all future years, shall be and remain a first charge against, and a continuing first lien upon, (a) the Assessable Property, and (b) all Exempt Property to the extent that any change of ownership may result in any portion of the same becoming Assessable Property, to the end that said charge and lien shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon the Assessable Property (or the Exempt Property to the extent that the same may later become Assessable Property) whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.

Section 3.02. In addition to taking subject to the charge and lien imposed by Section 3.01 hereof, each Owner of each Lot by the acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, shall be deemed to have agreed to be personally liable for the payment of each Annual Charge assessed by CPRA against such Lot in each year during any part of which such Owner holds title to such Lot or to a leasehold interest therein.

Section 3.03. As used in this Article III, the term "Annual Charge" shall mean the total of the following:

(i) the Annual Charge as assessed pursuant to Section 2.01 hereof;

- (ii) the interest on delinquent charges imposed by Section 2.03 hereof; and
- (iii) the cost of enforcing the lien as provided in Section 2.04 hereof.

Section 3.04. Nothing contained in these Restrictions shall prevent any Owner from changing, altering or destroying any Permanent Improvement owned by him if the Annual Charge imposed hereunder with respect thereto (i) has been paid for the year in which such change, alteration or destruction takes place or (ii) the Annual Charge with respect to the Permanent Improvement in question has been paid for the year preceding such change, alteration or destruction and a bill for the Annual Charge for the then current year has not been sent by CPRA under Section 2.03 hereof prior to such change, alteration or destruction.

ARTICLE IV

USE OF FUNDS

Section 4.01. CPRA shall apply all funds received by it pursuant to these Restrictions, and all other funds and property received by it from any source, including the proceeds of the loans referred to in Section 4.02 and the surplus funds referred to in Section 4.03, to the following, *pro tanto* and in the order stated:

- (i) the payment of all principal and interest, when due, on all loans borrowed by CPRA, to the extent required under any agreement with Note Holders referred to in Section 4.02 hereof;
- (ii) the costs and expenses of CPRA; and
- (iii) for the benefit of the Property, Owners and Residents by devoting the same to the acquisition, construction, reconstruction, conduct, alteration, enlargement, laying, renewal, replacement, repair, maintenance, operation and subsidizing of such of the following as the Board, in its discretion, may from time to time establish or provide:

any or all projects, services, facilities, studies, programs, systems and properties relating to: parks, recreational facilities or services; drainage systems; streets, roads, highways, walkways, curling, gutters, sidewalks, trees, flowers and landscaping, fountains, benches, shelters, directional and informational signs, walkways, and bridges, and street, road and highway lighting facilities; facilities for the collection, treatment and disposal of garbage and refuse, mass transit systems, stations and terminals, airfields, airports, air terminals and associated facilities; facilities for the fighting and preventing of fires; public utility systems, including plants, systems, facilities or properties used or useful in connection with the manufacture, production, distribution, delivery and storage of electric power and manufacture of natural gas or any other potential power source, and any integral part thereof, utility lines, poles, surface and underground ducts, relay stations, cables, pipes, pipelines, valves, meters and equipment and appurtenances, and all properties, rights, easements and franchises, relating thereto; communication systems and facilities, including all buildings, systems, facilities and properties used or useful in connection with the operation of communication networks and facilities, stations, towers, relay systems and facilities, cables, underground and surface ducts, lines, poles, receiving, transmitting and relay equipment, and appurtenances and all properties, rights, easements and franchises relating thereto; auditoriums, galleries, halls, amphitheaters, theaters, arenas and stadiums, educational buildings and facilities, including equipment, supplies and accessories in connection therewith, office buildings, buildings, storage and maintenance yards, garages and other buildings and facilities deemed necessary or desirable by the Board in connection with the administration, management, control and operation of CPRA; libraries, including equipment, books, supplies and accessories in connection therewith; hospitals and clinics, including equipment, medicines, supplies and accessories in connection therewith; traffic engineering programs and parking facilities; facilities for animal rescue and shelter; lakes, dams, parks, golf courses, tennis courts, zoos, playgrounds, boat basins and marinas, equestrian centers and facilities; skeet ranges, bowling alleys, and other related or unrelated recreational facilities; and any and all other improvements, facilities and services that the Board shall find to be necessary, desirable or beneficial to the interest of the Property, Owners and Residents.

Section 4.02. In order to secure the repayment of any and all sums borrowed by it from time to time, CPRA is hereby granted the right and power :

- (i) to assign and pledge all revenues received, and to be received, by it under any provision of this Declaration, including, but not limited to, the proceeds of the Annual Charges payable hereunder ;
- (ii) to enter into agreements with Note Holders with respect to the collection and disbursements of funds, including, but not limited to agreements wherein CPRA covenants :
 - (a) to assess the Annual Charges on a given day in each year and, subject to the limitation on amount specified in Section 2.01 hereunder, to assess the same at a particular rate or rates ;
 - (b) to establish sinking funds and/or other security deposits ;
 - (c) to apply all funds received by CPRA first to the payment of all principal and interest, when due, on such loans, or to apply the same to such purpose after providing for costs of collection ;
 - (d) to establish such collection, payment and lien enforcement procedures as may be required by the Note Holders ;
 - (e) to provide for the custody and safeguarding of all funds received by CPRA.

The amount, terms, rate or rates of all borrowing and the provisions of all agreements with Note Holders shall be subject solely to the decision of the Board acting in its absolute discretion.

Section 4.03. CPRA shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Charges, or otherwise, and may carry forward, as surplus any balances remaining ; nor shall CPRA be obligated to apply any such surpluses to the reduction of the amount of the Annual Charge in the succeeding year, but may carry forward from year to year such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of CPRA and the effectuation of its purposes.

Section 4.04. CPRA shall be entitled to contract with any corporation, firm or other entity for the performance of the various duties imposed on CPRA hereunder and the performance by any such entity shall be deemed the performance of CPRA hereunder.

ARTICLE V

RIGHTS OF ENJOYMENT IN COMMUNITY FACILITIES

Section 5.01. It is intended that HRD will convey to CPRA, subsequent to the recordation of this Declaration, a certain tract of land within the Property for park and recreational purposes. Said tract, together with such other parts of CPRA Land as the Board, in its absolute discretion, may by resolution from time to time hereafter designate for use by Owners and Residents are hereinafter collectively referred to as "Community Facilities". Upon designation of any part of CPRA Land as a Community Facility, as herein provided, the Board shall cause a declaration to be executed and recorded among the Land Records of Howard County, which declaration shall include a description of the land so designated and shall state that such land has been designated as a Community Facility for purposes of this Section 5.01. No CPRA Land, or any part thereof, shall be a Community Facility subject to the rights and easements of enjoyment and privileges hereinafter granted unless and until the same shall have been so designated and the above described declaration filed in accordance with the procedure provided herein.

Every Owner, by reason of such ownership, shall have a right and easement of enjoyment in and to all Community Facilities, and such easement shall be appurtenant to and shall pass with every Lot upon transfer. All Residents shall have a non-transferable privilege to use and enjoy all Community Facilities for so long as they are Residents within the previously defined meaning of that term. All such rights, easements, and privileges, however, shall be subject to the right of CPRA to adopt and promulgate reasonable rules and regulations pertaining to the use of Community Facilities which shall enhance the preservation of such

facilities, the safety and convenience of the users thereof, or which, in the discretion of the Board, shall serve to promote the best interests of the Owners and Residents, including the making available of certain Community Facilities to school children, with or without charge. CPRA shall have the right to charge Owners and Residents reasonable admission and other fees in connection with the use of any Community Facility. In establishing such admission and other fees, the Board may, in its absolute discretion, establish reasonable classifications of Owners and of Residents; such admission and other fees must be uniform within each such class but need not be uniform from class to class. CPRA shall have the right to borrow money for the purpose of improving any Community Facility and in aid thereof, to mortgage the same and the rights of any such mortgagee shall be superior to the easements herein granted and assured.

Section 5.02. CPRA shall have the right to suspend the right of any Owner (and the privilege of each Resident claiming through such Owner) for any period during which the Annual Charge assessed under Article II hereof remains overdue and unpaid, or in connection with the enforcement of any rules or regulations relating to such facilities in accordance with the provisions of this Article V.

Section 5.03. Notwithstanding the rights, easements and privileges granted under this Article V, CPRA shall nevertheless have the right and power to convey any property referred to in Section 5.01 hereof free and clear of all such rights, easements and privileges if such conveyance is to a public body for public use.

ARTICLE VI

DURATION, AMENDMENT, AND SUPPLEMENTS

Section 6.01. All Restrictions set forth or provided for in this Declaration shall be deemed covenants running with the land and/or charges and liens upon the land and any and every conveyance of any part of the Property shall be absolutely subject to said Restrictions whether or not it shall be so expressed in the deed, lease or other conveyance thereof. The said Restrictions shall continue with full force and effect until December 31, 2065. From and after December 31, 2065, the Restrictions as set forth herein shall continue in full force and effect in perpetuity, amended, however, so as to limit the maximum amount of the Annual Charge in each year thereafter to that amount found by the Board to be necessary to produce sufficient revenue to operate, maintain, renew, replace and repair (including such sums as may be necessary to defray the costs and expenses of CPRA in connection with such operation, maintenance, renewal, replacement and repair) such facilities authorized by Section 4.01 as may be in existence on December 31, 2065, subject, nevertheless, to the maximum number of cents per \$100 of Assessed Valuation applicable to the Annual Charges as specified in Section 2.01 hereof.

Section 6.02. The size of the Property may be increased, from time to time, by the filing among the Land Records of Howard County of supplements to this Declaration signed by CPRA and the Owner of the additional property described in such supplement, provided that such additional property is expressly subjected to the Restrictions imposed hereby.

ARTICLE VII

MISCELLANEOUS

Section 7.01. No change of conditions or circumstances shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

Section 7.02. The determination by any court that any provision of this Declaration is unenforceable or void shall not affect the validity of any of the other provisions hereof.

Section 7.03. CPRA shall have the right to construe and interpret the provisions of this Declaration, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

Section 7.04. CPRA shall be empowered to assign its rights hereunder to any successor non-profit membership corporation (hereinafter referred to as the "Successor Corporation") and, upon such assignment the Successor Corporation shall have all the rights and be subject to all the duties of CPRA hereunder and

shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the Successor Corporation had been an original party instead of CPRA and all references herein to the "Board" shall refer to the Board of Directors of such Successor Corporation. Any such assignment shall be accepted by the Successor Corporation under a written agreement pursuant to which the Successor Corporation expressly assumes all duties and obligations of CPRA hereunder. If for any reason CPRA shall cease to exist without having first assigned its rights hereunder to a Successor Corporation, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition a court of competent jurisdiction to have a trustee appointed for the purpose of organizing a non-profit membership corporation and assigning the rights of CPRA hereunder with the same force and effect, and subject to the same conditions, as provided in this Section 7.04 with respect to an assignment and delegation by CPRA to a Successor Corporation.

Section 7.05. All titles or headings of the Articles herein are for the purpose of reference only and shall not be deemed to limit, modify or otherwise affect any of the provisions hereof. All references to singular terms shall include the plural where applicable.

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

ATTEST:

THE COLUMBIA PARK AND RECREATION
ASSOCIATION, INC.

/s/ JOHN MARTIN JONES, JR.
Secretary

By /s/ J. W. ROUSE
President

WITNESS:

/s/ VIRGINIA B. PEDDICORD

/s/ C. AILEEN AMES
C. Aileen Ames

[SEAL]

[SEAL]

[CPRA SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 15th day of December, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared JAMES W. ROUSE, President, of THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC., a corporation of the State of Maryland, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer, and he acknowledged the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal.

[SEAL]

/s/ VERA MAE RICHTEMEYER
Notary Public

My commission expires: June 30, 1967

STATE OF MARYLAND, HOWARD COUNTY, SS:

I HEREBY CERTIFY that on this 15th day of December, 1966, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County, personally appeared C. AILEEN AMES, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and she acknowledged the same to be her act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal.

[SEAL]

/s/ VIRGINIA B. PEDDICORD
Notary Public

My commission expires: July 1, 1967

EXHIBIT A

The Property granted by the within Deed, Agreement and Declaration, and subjected to and burdened and bound by the within covenants, easements, charges and liens, is comprised of the fee interests and leasehold interests previously granted and conveyed to The Howard Research And Development Corporation by a series of conveyances from the Grantors named hereafter (or, in those instances where a straw party is named hereafter, from said Grantors through said straw parties). The parcels of land to which the aforesaid fee interests and leasehold interests pertain are those described in the following instruments dated and recorded among the Land Records of Howard County as follows:

<i>Original</i>	<i>GRANTOR</i>		<i>Date</i>	<i>Liber/Folio</i>	<i>Acres</i>
	<i>Original</i>	<i>Straw</i>			
Marie Allen, Widow	The Cedar Farms Co.		May 13, 1963	WHH 399/651	
	"	" " " "	May 13, 1963	WHH 399/656	
	"	" " " "	May 31, 1963	Parcel 2 WHH 400/709	292.502
Allview Golf Club			July 22, 1964	WHH 421/484	177.172
Jean E. Goldsmith, et al.			July 22, 1964	WHH 421/553	100.000
Allview Golf Club					
Jean E. Goldsmith					
Area Investments, Inc. (Connell Farm)	Serenity Acres		April 26, 1963	Parcel I WHH 399/195	
	"	" "	May 31, 1963	Parcel I WHH 400/717	39.923
(Grace Turner Farm)	" "		April 26, 1963	Parcel II WHH 399/195	
	"	" "	May 31, 1963	Parcel II WHH 400/717	157.377
Basile, Inc.			June 26, 1963	WHH 402/355	4.277
Clarence E. Bassler, et al.	Potomac Estates, Inc.		Feb. 28, 1963	WHH 396/492	
	"	" " "	May 29, 1963	Parcel I WHH 400/724	68.072
George L. Bassler, et al.			Mar. 10, 1964	WHH 414/697	139.023
Wm. C. Bauknight, & Wife	Howard Estates, Inc.		May 31, 1963	WHH 399/74 Parcel I	
				WHH 401/124	429.827
Katherine Brunner, Widow	The Cedar Farms Co.		May 28, 1963	WHH 400/459	
	"	" " " "	May 31, 1963	Parcel VII WHH 400/709	79.438
Harry L. Burkheimer, et al.			May 12, 1964	WHH 418/3	84.556
Emmer M. Cade, Unmar.			Jan. 14, 1964	WHH 412/798	7.051
Muriel Dulaney Carroll, Widow			May 1, 1964	WHH 417/517	58.620

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<i>Original</i>	GRANTOR				<i>Date</i>	<i>Liber/Folio</i>	<i>Acres</i>
	<i>Straw</i>						
Muriel Dulaney Carroll, Widow	C. Ailene Ames, Unmar.	May	1,	1964	WHH 417/520		
	" " " "	May	1,	1964	WHH 417/541	289.065	
R. G. Harper Carroll, & Wife	Howard Estates, Inc.	Nov.	3,	1962	WHH 391/695		
	" " "	May	31,	1963	Parcel V WHH 401/124	69.150	
R. G. Harper Carroll, III						3.051	
David Clarke & Wife		June	13,	1963	WHH 401/402	9.152	
John E. Coolahan & Wf.		Sept.	18,	1964	WHH 425/147	8.430	
Walter E. Crismer		June	18,	1963	WHH 401/679	205.501	
J. Frank Curtis & Wife	Potomac Estates, Inc.	May	28,	1963	WHH 400/474		
	" " "	May	31,	1963	Parcel VIII WHH 400/727	131.936	
Irvin P. Dasher, et al.	Potomac Estates, Inc.	May	9,	1963	WHH 399/480		
	" " "	May	31,	1963	Parcel III WHH 400/722	670.374	
Chester C. Davis & Wf.		Nov.	27,	1963	WHH 410/671	4.378	
Albert E. Dreyfus, et al.		Sept.	9,	1963	WHH 406/319	107.319	
Sarah M. DeCheubel, Widow		Jan.	14,	1964	WHH 412/791	9.370	
Lewis H. Dennis & Wf.	Potomac Estates, Inc.	May	13,	1963	WHH 399/647		
	" " "	May	31,	1963	Parcel IV WHH 400/727	107.565	
Donleigh Devel. Corp.		Dec.	18,	1963	WHH 412/4	3.708	
Dundalk Gardens Apt. Corp.		July	10,	1963	WHH 403/35	239.552	
Richard B. Edgar Jean E. Goldsmith, et al.		Aug.	21,	1964	WHH 423/364	346.514	
Equity Financial Corp.		Nov.	26,	1963	WHH 410/662	69.868	
Equity Financial Corp.		Dec.	10,	1964	WHH 429/205	6.450	
G.&S. Enterprises, Inc.		Oct.	14,	1963	WHH 409/3	801.198	
Oliver Goldsmith & Wf.		July	22,	1964	WHH 421/602	3.000	
Dallas M. Grady, et al.		Oct.	8,	1963	WHH 407/724	84.899	
Henry Gudelsky, et al.		Jan.	14,	1964	WHH 413/11	138.991	

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<i>Original</i>	<i>GRANTOR</i> <i>Straw</i>	<i>Date</i>	<i>Liber/Folio</i>	<i>Acres</i>
Carl C. Hall & Wf.		Nov. 7, 1963	WHH 409/540	2.466
Laura Hanna, et al.		Jan. 6, 1964	WHH 413/308	16.119
Charles Haugh & Wf.		Oct. 14, 1963	WHH 408/787	102.623
Egbert H. Hawkins & Wf.	Farmingdale, Inc.	May 29, 1963	WHH 400/540	
	" "	May 31, 1963	Parcel V WHH 400/715	301.518
John R. Hawkins, Divorced		Mar. 25, 1964	WHH 415/596	19.985
Charles H. Heerd, et al.	Potomac Estates, Inc.	May 21, 1963	WHH 400/158	
	" " "	May 31, 1963	Parcel VI WHH 400/727	78.452
The Herbert Constr. Co., Inc.		June 19, 1963	WHH 401/714	246.089
The Herbert Constr. Co., Inc.		July 1, 1963	WHH 402/473	46.646
Walter A. Hereth, et al.		Sept. 5, 1963	WHH 406/568	120.348
Kenneth L. Hobbs & Wf.	Serenity Acres, Inc.	May 17, 1963	WHH 400/143	
	" " "	May 31, 1963	Parcel V WHH 400/717	150.083
John Holland & Wf.		Nov. 29, 1963	WHH 410/679	12.903
John William Hook & Wf.		Mar. 24, 1964	WHH 415/591	9.978
Howard County Development Corp.		June 26, 1963	WHH 402/327	73.135
John W. Hunt & Wf.		July 23, 1964	WHH 421/599	6.480
Adam Kahler, Widower		June 11, 1963	WHH 401/297	44.032
Katie Mae Kahler, Wid.	Potomac Estates, Inc.	Feb. 28, 1963	WHH 396/492	
	" " "	May 29, 1963	Parcel II WHH 400/724	12.589
Katie Mae Kahler, Wid.	Howard Estates, Inc.	Nov. 3, 1962	WHH 391/681	
	" " "	May 31, 1963	Parcel III WHH 401/124	267.530
Miriam J. Keller, Divorced	Farmingdale, Inc.	May 14, 1963	WHH 399/716	
	" "	May 31, 1963	Parcel II WHH 400/715	361.462

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<i>Original</i>	GRANTOR		<i>Date</i>	<i>Liber/Folio</i>	<i>Acres</i>
		<i>Straw</i>			
Calvin Kelly & Wf.			Nov. 8, 1963	WHH 409/542	8.315
Henry Kinder Estate, Amelia E. Bunk, et al.			July 1, 1963	WHH 402/466	78.427
Jos. Lee Kowins, et al.	Potomac Estates, Inc.		May 3, 1963	WHH 399/303	
	" " "		May 31, 1963	Parcel I WHH 400/727	61.589
John C. Lewis & Wf.	Farmingdale, Inc.		May 17, 1963	WHH 400/82	
	" "		May 31, 1963	Parcel III WHH 400/715	150.464
Juanita B. McIntosh, Divorced	The Cedar Farms Co.		May 23, 1963	WHH 400/466	
	" " " "		May 31, 1963	Parcel V WHH 400/709	38.006
Chas. M. Maddox, et al.			June 26, 1963	WHH 402/335	150.363
Chas. M. Maddox, et al.			June 26, 1963	WHH 402/345	1.125
Florence O'D. Maher, Widow			Nov. 19, 1963	WHH 410/348	280.038
Harry Malasky, et al.			Sept. 29, 1963	WHH 403/752	270.024
Chas. C. Marks, et al.			Nov. 27, 1963	WHH 410/668	33.139
Lawrence F. Marr, Unmarried			Jan. 14, 1964	WHH 412/795	6.344
T. Hunt Mayfield (Mars, Inc.)			Dec. 18, 1964	WHH 429/440	10.343
Carl G. Melin & Wf.			July 2, 1963	WHH 402/516	59.179
The L. M. Merritt Co.			Nov. 8, 1963	WHH 409/546	10.310
Montgomery Land Co.			Nov. 22, 1963	WHH 410/659	31.281
George Laurence Moore, et al.	Farmingdale, Inc.		May 20, 1963	WHH 400/150	
	" "		May 31, 1963	Parcel IV WHH 400/715	121.220
James R. Moxley & Wf.	Howard Estates, Inc.		Nov. 3, 1962	WHH 391/673	
	" " "		May 31, 1963	Parcel II WHH 401/124	630.960
Oliver L. Murray, Wid.	The Cedar Farms Co.		May 22, 1963	WHH 400/237	
	" " " "		May 31, 1963	Parcel IV WHH 400/709	319.112
Gerald Jos. Muth & Wf.			Jan. 28, 1964	WHH 413/513	153.767

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<i>Original</i>	<i>GRANTOR</i>		<i>Date</i>	<i>Liber/Folio</i>	<i>Acres</i>
		<i>Straw</i>			
Gerald Jos. Muth & Wf.			July 30, 1964	WHH 422/318	5.000
Alonzo A. Myers & Wf.			Nov. 27, 1963	WHH 410/665	8.292
Beatrice Thornton Myers, Widow			Nov. 4, 1964	WHH 427/546	3.000
Beatrice Thornton Myers & Husband			Nov. 27, 1963	WHH 411/276	17.366
Chas. G. Oursler & Wf.			Nov. 5, 1963	WHH 409/403	32.257
Overlook, Inc.			Sept. 12, 1963	WHH 406/506	777.779
Meredith Dorsey Owings & Wf.			Feb. 19, 1964	WHH 414/293	270.426
Edward G. Pickett, et al.			Jan. 12, 1965	WHH 430/293	2.322
Curtis L. Puffen- berger & Wf.	Farmingdale, Inc.		May 29, 1963	WHH 400/556	
	" "		May 31, 1963	Parcel VI WHH 400/715	84.832
Rhodes-Fletcher Corp.			Oct. 14, 1963	WHH 409/1	90.317
John William Scott & Wf.	Potomac Estates, Inc.		May 15, 1963	WHH 399/778	
	" " "		May 31, 1963	Parcel V WHH 400/727	80.608
Sebring, Inc.			Nov. 7, 1963	WHH 409/549	53.157
The Seoul Constr. Co., Inc.			Oct. 4, 1963	WHH 407/629	1.670
Donald R. Sewell & Wf.	The Cedar Farms Co.		May 27, 1963	WHH 400/401	
	" " " "		May 31, 1963	Parcel VI WHH 400/709	29.312
Walter A. Shank, Inc. (Annetta Gardens)	The Cedar Farms Co.		May 15, 1963	WHH 398/321	
	" " " "		May 31, 1963	Parcel I WHH 400/709	14.909
Walter A. Shank, Inc.			Aug. 30, 1963	WHH 406/215	64.832
Clifford F. Shaw & Wf.	The Cedar Farms Co.		May 16, 1963	WHH 400/77	
	" " " "		May 31, 1963	WHH 400/709	162.983
Chas. A. Shreve, Jr., & Wf.			July 8, 1963	WHH 402/247	136.038
Siehler & Brown, Inc.			Mar. 23, 1963	WHH 415/479	44.683

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<i>Original</i>	GRANTOR <i>Strew</i>	<i>Date</i>	<i>Liber/Folio</i>	<i>Acres</i>
Henry J. H. Seiling, Unmarried		Aug. 13, 1963	WHH 404/765	869.542
Irene D. Smith, Wid.		Jan. 6, 1964	WHH 412/539	15.047
Morris G. Smith & Wf.	Serenity Acres, Inc. " " "	May 21, 1963 May 31, 1963	WHH 400/244 Parcel VI WHH 400/717	45.693
Elmer D. Snook & Wf.		Nov. 19, 1963	WHH 410/357	98.674
Emma Rebecca Thompson, et al.	Farmingdale, Inc. " "	May 9, 1963 May 31, 1963	WHH 399/476 Parcel I WHH 400/715	117.890
R. Guy Thompson & Wf.	Serenity Acres, Inc. " " "	May 10, 1963 May 31, 1963	WHH 399/640 Parcel III WHH 400/717	97.445
R. Guy Thompson & Wf.		July 22, 1964	WHH 421/596	7.102
Town & Ranch Homes, Inc.		June 7, 1963	WHH 401/250	256.102
Louis K. Volland & Wf.		Aug. 30, 1963	WHH 405/763	30.010
Conrad Vollmerhausen, Sr., et al.	Potomac Estates, Inc. " " "	May 23, 1963 May 31, 1963	WHH 400/284 Parcel VII WHH 400/727	142.704
Pattison E. Whipps & Wf.		Mar. 24, 1963	WHH 415/599	65.725
Robert J. Whipps & Wf.		Mar. 24, 1963	WHH 415/591	9.671
Paul Wildman & Wf.		Feb. 20, 1964	WHH 414/347	11.674
(Wiltrout Property) Samuel Harris, Jr. & Wf.		Sept. ----, 1963	WHH 406/565	86.805
(Winkles Property) Gertrude Winkles Clare & Hus.	The Cedar Farms Co. " " " "	May 29, 1963 May 31, 1963	WHH 400/553 Parcel VIII WHH 400/709	145.802
Esther M. Wix, Wid.	Howard Estates, Inc. " " "	Nov. 3, 1962 May 31, 1963	WHH 391/689 Parcel IV WHH 401/124	59.460

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<i>Original</i>	GRANTOR <i>Straw</i>	<i>Date</i>	<i>Liber/Folio</i>	<i>Acres</i>
Edw. O. Zabel & Wf.		Nov. 12, 1963	WHH 410/1	101.769
Wm. M. Zeltman & Wf.		July 1, 1963	WHH 403/50	97.115
Thos. D. Zibelli, et al.		Sept. 4, 1963	WHH 406/114	238.482
(Zoslow Property) Fredericka Van Stondeg, Wid.		June 15, 1963	WHH 401/573	109.224
Gross Total Acres				13,719.472

EXCEPTING THEREFROM THE FOLLOWING PROPERTY:

<i>Grantee</i>	<i>Out of Parcel</i>	<i>Date</i>	<i>Liber/Folio</i>	<i>Acres</i>
Fred T. Lewis & Wf.	Crismer	July 15, 1964	WHH 425/17	6.800
The Bd. of Educ. of Howard County	Hereth	April 10, 1964	WHH 416/447	10.000
Henry J. W. Seiling	Dasher 1.333 Ac. Emma Thompson 5.667 Ac.	Oct. 17, 1963	WHH 409/624	7.00
The Herbert Constr. Co.	Herbert Constr. Co.			0.994
Muriel Dulaney Carroll, Wid.	Carroll			4.560
Net Total Acres				13,690.118

Received for record Dec. 15, 1966 at 3:47
o'clock P.M. Same day recorded and examined per
W. Harvey Hill, Clerk