

# Oakland Mills

## Resale Packet



This is a printable packet. If you choose to purchase a hard copy of the resale packet, you can purchase a packet at The Other Barn for \$30 during our office hours Monday – Thursday between 10 a.m. – 4 p.m. For questions please email [manager@oaklandmills.org](mailto:manager@oaklandmills.org)

Updated May 2026

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**Oakland Mills Community Association**  
**The Other Barn • 5851 Robert Oliver Place**  
**Columbia, MD 21045**  
410-730-4610 • oaklandmills.org



**A Message from Oakland Mills Covenant Advisors**

Dear Oakland Mills Resident:

Thank you for acquiring the Resale Documents for the village of Oakland Mills located in Columbia, MD. The information in the documents 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. Documents can be downloaded at no cost from the Oakland Mills [website](#) or available in hard copy and can be purchased at the Other Barn during office hours for \$30.00. Please call in advance for office hours.

If you are SELLING property in Oakland Mills, 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 Oakland Mills, 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 included in the resale packet. The guidelines help residents to better understand the covenants by providing information on seeking architectural approval for changes to their property.

If you have questions about the information in this letter, the covenants, guidelines, or the Oakland Mills Community Association, please feel free to email us (best method), call the Oakland Mills office at 410-730-4610, or visit our website: [oaklandmills.org](http://oaklandmills.org)

Sincerely,

*Carrie Wenholz*  
**Carrie Wenholz**  
Covenant Advisor for  
Letters of Compliance  
[LOC@oaklandmills.org](mailto:LOC@oaklandmills.org)

*Michael Vaughn*  
**Michael Vaughn**  
Covenant Advisor for  
Exterior Alteration Applications  
[applications@oaklandmills.org](mailto:applications@oaklandmills.org)

*Karina Caico*  
**Karina Caico**  
Covenant Advisor for  
Property Concerns  
[propertyconcerns@oaklandmills.org](mailto:propertyconcerns@oaklandmills.org)



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410-730-4610 • [oaklandmills.org](http://oaklandmills.org)



May 2026

Dear Oakland Mills Resident,

***Welcome to Oakland Mills!***

I want to take a moment to welcome you, our newest residents, to Oakland Mills. We are excited that you have chosen to live in a community that is welcoming and caring. We value the diversity that we each bring to Oakland Mill and hope that you can enjoy living here as much as those who have lived in Oakland Mills for the past 56+ years! We encourage you to be a part of our ongoing community meetings and events. Please visit [oaklandmills.org](http://oaklandmills.org) for details!

Oakland Mills Community Association (OMCA) is a non-profit civic organization whose mission is to promote the health, safety, common good, and social welfare of all its village members (owners of property, renters of property, and business owners) within Oakland Mills. Oakland Mills has three neighborhoods: Stevens Forest, Talbott Springs, and Thunder Hill. Oakland Mills was named for an historic Howard County mill.

**The Other Barn**, the community center for Oakland Mills, is located at the Oakland Mills Village Center. The Other Barn is home to the community association staff offices and has meeting and reception space available for rent.

The Other Barn is open with our staff available to assist you Monday through Thursday from 9:00 a.m.- 5:00 p.m. and on Friday from 9:00 a.m. to 12:00 p.m. OMCA staff work hybrid hours. The best way to reach our staff and our board of directors is through email. Emails are listed at the end of this letter. We are happy to meet with you in-person by appointment, so please email and we'll find a convenient time to meet.

Our venue is the perfect site for weddings, rehearsal dinners, graduation parties, family gatherings, and business events and can accommodate up to 175 guests. The Other Barn was once a part of the Owings Dorsey Dairy Farm. The remodeled building is decorated to preserve its rustic charm and provides a unique and pleasant atmosphere. Adjacent to The Other Barn is a private, flower-filled courtyard. Please visit our new website [theotherbarn.org](http://theotherbarn.org) to find out details on our venue and rental options.

The Village Board of Directors holds hybrid meetings at The Other Barn and virtually. The Resident Architecture Committee (RAC) meets virtually. The Other Barn is the center of the Village's annual Oakland Mills Fall Festival (held on the first Saturday of October), the Oakland Mills Farmers Market (open May through November), and a variety of events and programs throughout the year.

**How we communicate with you:** Several times a month we send out emails on a variety of topics and upcoming events. Our bi-monthly email news is entitled the **OMeNEWS** and our bi-monthly Oakland Mills Schools email is entitled **OM School News**. If you would like to receive these emails, please visit our website, [oaklandmills.org](http://oaklandmills.org), and click on the “Join Now” button at the bottom of the page (under “Join Our Email List”).

We also have social media accounts for both the Village and The Other Barn. Find us on Facebook and Instagram under “Oakland Mills Village” and “The Other Barn.”

**Programs and Events:** The Community sponsors many programs and events for all ages. Our popular programs include the *Jazz in the Mills* concert series, *Lively Arts for Little Ones* (live performances for young audiences), the annual Pool Party, holiday events, the annual Oakland Mills Fall Festival, the New Resident and Volunteer dinner, landscaping and gardening workshops, our annual Plant Sale, and other community-wide events. Visit [oaklandmills.org](http://oaklandmills.org) for a complete list of programs and events.

**OMCA’s Board of Directors and Columbia Association Board Member from Oakland Mills** are elected annually by the members (residents/renters) to manage the business of OMCA. Village elections are in late April each year and the Board year term runs from May 1 through April 30. The Oakland Mills Board currently has five members. The Columbia Association Board member from Oakland Mills is also elected annually. Residents receive an election newsletter, voting options (online, mail-in, or in-person), a mail-in ballot/envelope, and election day information in early April each year that a contested election is held (non-contested elections do not require voting). Visit our [Elections page](#) for more info.

The Oakland Mills Board carries out its duties with the assistance of salaried community association staff and volunteers. The village board currently meets virtually and in-person at The Other Barn the second and fourth Tuesday of each month at 7:00 p.m. Residents are encouraged to attend board meetings. Each meeting begins with an opportunity for “*Resident Remarks*” on issues or concerns you may have. We have several active community committees that are always looking for engaged residents to join. A list of committees and contact information can be found on our [website](#).

**Volunteer!** This is the best way to meet your neighbors and get involved! We have many volunteer opportunities that I’d be happy to discuss with you!

Finally, please stop in to meet me and our helpful staff, and tour The Other Barn. We have a welcome packet for you and a lot of useful information! I look forward to seeing you and personally welcoming you to Oakland Mills – I’m proud of this great village and can’t wait to meet you!

***Brigitta Warren, Oakland Mills Village Manager***

[manager@oaklandmills.org](mailto:manager@oaklandmills.org)

410-730-4610 fax: 410-730-4620; [oaklandmills.org](http://oaklandmills.org)

**Please see the next page for important covenant information!**

**OMCA Covenants, Resident Architectural Committee (RAC), Architectural Committee, and Architectural Guidelines** are in place to preserve and maintain the architectural character of Oakland Mills.

### **IMPORTANT COVENANT COMPLIANCE INFORMATION**

We have found more and more new property owners purchasing homes in Oakland Mills that are not in compliance with the village association's Covenants. Maryland State Law requires that all known issues of property non-compliance be disclosed at Closing. Unfortunately, we do not think this is occurring. We want to make sure you, as a property owner in Oakland Mills, understand the importance of covenant compliance. If you have purchased a home "out of compliance" we want to begin working with you immediately to help you understand the process, the items out of compliance, and how to bring your property into covenant compliance. You are legally obligated to have a property in compliance with our village Covenants. Please contact our Covenant Advisor for Applications Michael Vaughn at [applications@oaklandmills.org](mailto:applications@oaklandmills.org) or call 410-730-4610 to discuss this issue. We are here to inform you, guide you, and help you.

### **RESALE PACKETS**

Resale Packets to provide to a buyer of your property are available for free download on the homepage of our website: [oaklandmills.org](http://oaklandmills.org). Hard copies are available for purchase at the Other Barn for \$30.00 during our office hours which are Monday – Thursday, 9:00 a.m. – 5:00 p.m. and Friday, 9:00 a.m. – 12:00 p.m. The packet includes all Oakland Mills Community Association and Columbia Association legal documents.

### **EXTERIOR CHANGES TO YOUR HOME OR PROPERTY**

Please refer to the *Architectural Guidelines* before making any exterior changes to your home. If you are planning to make exterior alterations to your house, you must apply by submitting an Exterior Alteration Application to the OM Resident Architectural Committee (RAC). OM *Architectural Guidelines* and all the information you need are available at The Other Barn or can be found online at [oaklandmills.org](http://oaklandmills.org) under the heading "Covenants." All new residents should have been provided with this document at closing, along with OMCA's By-Laws and amendments, Articles of Incorporation, and Covenants. All documents can be viewed at [oaklandmills.org](http://oaklandmills.org) under the header "Documents." We hope you find this information clear and useful. Please contact our Covenant Advisor for Applications at 410-730-4610 or [applications@oaklandmills.org](mailto:applications@oaklandmills.org) if you would like assistance with the process or have any questions.

**Many new residents are unaware that they are required to maintain the area between the sidewalk and street that abuts your property. This especially pertains to mowing and leaf removal. You are also required to remove snow/ice from the sidewalks that abut your property (per Howard County law).** If you have a question or concern about the condition of a property in Oakland Mills you can contact Karina Caico, our Covenant Advisor for Property Concerns at 410-730-4610 or [propertyconcerns@oaklandmills.org](mailto:propertyconcerns@oaklandmills.org).

## **CONTACT THE OAKLAND MILLS STAFF AND BOARD**

Village Manager, Brigitta Warren

[manager@oaklandmills.org](mailto:manager@oaklandmills.org)

Rental and Facility Coordinator, Ellen Gallagher Roberts

[events@oaklandmills.org](mailto:events@oaklandmills.org)

Covenant Advisor for Exterior Alteration Applications, Michael Vaughn

[applications@oaklandmills.org](mailto:applications@oaklandmills.org)

Covenant Advisor for Property Concerns, Karina Caico

[propertyconcerns@oaklandmills.org](mailto:propertyconcerns@oaklandmills.org)

Covenant Advisor for Letters of Compliance, Carrie Wenholz

[LOC@oaklandmills.org](mailto:LOC@oaklandmills.org)

Event and Administrative Coordinator, Amy Carpenter

[office@oaklandmills.org](mailto:office@oaklandmills.org)

See contact info for the Oakland Mills Board of Directors

[oaklandmills.org/board](http://oaklandmills.org/board)



**Columbia Association governing documents can be downloaded here (click link below or scan QR code):**

<https://columbiaassociation.org/governance/columbia-association-governing-documents/>



**The annual assessment is administered by Columbia Association, not Oakland Mills. Please visit the following link for more information, including the current assessment rate:**

<https://columbiaassociation.org/annual-charge/>



**Please read the next page for a letter from CA regarding the annual assessment.**



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, 2026 through June 30, 2027 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.

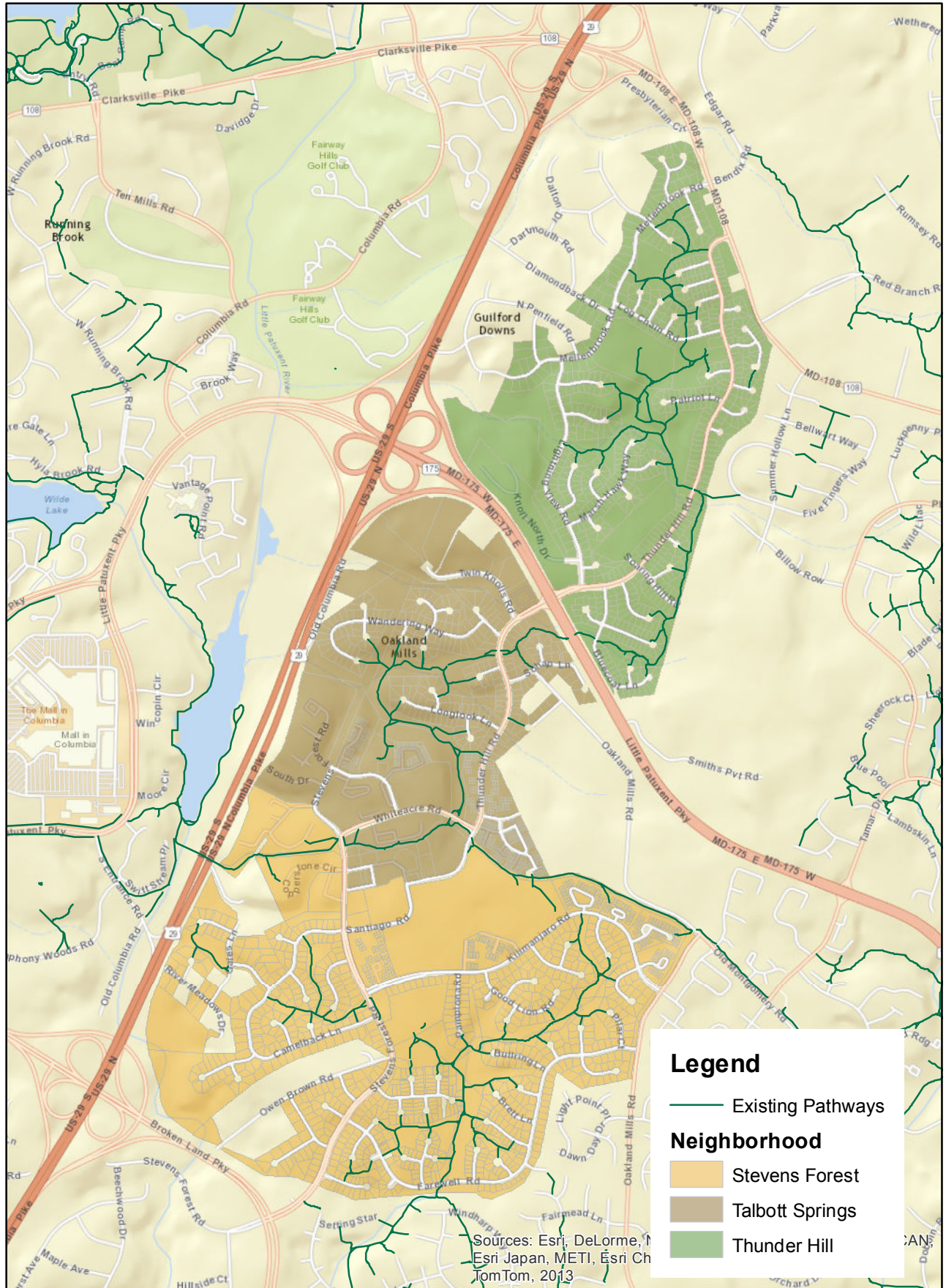
Copies of the attached documents are on file in the office of the Clerk of the Court in Howard County.

If you have any questions on your annual charge billing for your property, please email [annualcharge@columbiaassociation.org](mailto:annualcharge@columbiaassociation.org) or call our customer service voice line at 410-715-3137. For more information regarding your annual charge, please visit [columbiaassociation.org/annualcharge](http://columbiaassociation.org/annualcharge).

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](http://ColumbiaAssociation.org)

# DRAFT Village of Oakland Mills Neighborhood Boundaries



# Request for "Letter of Compliance"

Oakland Mills Community Association  
Attn: Covenant Advisor for Letters of Compliance  
Email: [LOC@oaklandmills.org](mailto:LOC@oaklandmills.org)  
Phone: 410-730-4610  
5851 Robert Oliver Place, Columbia, MD 21045

**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. This form is to be signed/submitted only by Owners or their authorized agent.

Is the property currently occupied? \_\_\_\_\_

Will any dogs living on the property have free access to the yard? \_\_\_\_\_

Date: \_\_\_\_\_ Settlement Date (if known): \_\_\_\_\_

I, \_\_\_\_\_  
(print name)

Owner of \_\_\_\_\_, **Columbia, MD 21045**  
(property address)

request that the Covenant Advisor inspect this property for compliance with the Oakland Mills Village Covenants and understand that it may take 2-3 weeks for the request to be processed.

\_\_\_\_\_  
(signature of owner[s] – only 1 required)

\_\_\_\_\_  
(owner's mailing address, if different than above)

\_\_\_\_\_  
(owner's primary email – required)

\_\_\_\_\_  
(owner's additional email address)

\_\_\_\_\_  
(owner's primary telephone number)

\_\_\_\_\_  
(owner's additional telephone number)

_____ (real estate agent's name)	_____ (real estate agent's company)
_____ (agent's email)	_____ (agent's additional email)
_____ (agent's telephone number)	

Return this document to Oakland Mills Community Association, Attn: Covenant Advisor for Letters of Compliance by:

- Email (preferred) **LOC@OaklandMills.org**
- Or it may be dropped off at the Oakland Mills Community Association office at The Other Barn (5851 Robert Oliver Place, Columbia). Please call for hours.

You should receive an email confirming the covenant advisor's receipt of this document within 3 business days.



**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/Comp	_____
CA/HOA	_____
Trees	_____
AC Appeal	_____
S.A.L.	_____

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: (Primary) \_\_\_\_\_ (2nd) \_\_\_\_\_

EMAIL: \_\_\_\_\_

The Resident Architecture Committee (RAC) meets on the first and third Thursdays of each month at 7:00 p.m. virtually via Zoom. Your application will be assigned to a committee member for review. Please visit the lobby of The Other Barn or visit our website at [oaklandmills.org](http://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.

**Please use the checklist below to ensure all necessary materials are included with the application before submitting.**

**Please review pages 4 and 5 to ensure complete application.**  
**Incomplete applications will be returned and will not be processed or placed on the agenda for review until all necessary information is provided.**

- |   |
|---|
| <p><b>Checklist:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Official Site Plan</b> - with dimensions, boundaries, present structures, and proposed alterations.</li> <li><input type="checkbox"/> <b>Scale Drawings</b> - of proposed construction including elevations/all views.</li> <li><input type="checkbox"/> <b>Color/Material Samples</b> - roof, siding, trim, paint colors, etc.</li> <li><input type="checkbox"/> <b>Lighting Plan</b> – of proposed changes to the exterior lighting of the property.</li> <li><input type="checkbox"/> <b>Picture of House/Property</b> - including the affected area.</li> </ul> |
|---|

**Description of Proposed Changes:**

**Description Continued:**

\*\*\*\*\*

**OWNER'S SIGNATURE (REQUIRED):** \_\_\_\_\_  
*Signature indicates the homeowner has read and understands all requirements.*

**ACKNOWLEDGEMENT OF RESIDENTS NEIGHBORING YOUR PROPERTY.**

*Note: Affected and surrounding residents' signatures indicate awareness only and do not represent approval or disapproval of your alteration.*

***OMCA encourages you to obtain these signatures as a neighborly courtesy, but it is not required.***

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**FOR VILLAGE USE ONLY:**

**RECOMMENDATION OF THE RESIDENT ARCHITECTURE COMMITTEE (RAC):**

\_\_\_\_\_ Approved    \_\_\_\_\_ With provisions    \_\_\_\_\_ Denied    \_\_\_\_\_ Mixed    DATE: \_\_\_\_\_

Provisions/Explanation:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Tabled for the following reasons:                      1<sup>ST</sup> DATE: \_\_\_\_\_ 2<sup>nd</sup> DATE: \_\_\_\_\_

1<sup>st</sup> TABLE:

\_\_\_\_\_  
\_\_\_\_\_

2<sup>nd</sup> 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: \_\_\_\_\_

## INFORMATION FOR THE APPLICANT:

- Read the Oakland Mills guidelines which pertain to your application. You can contact the Covenant Advisor at any time in the process if you don't understand something, and before you submit your application if you wish. Guidelines are available on our website, [oaklandmills.org](https://oaklandmills.org), or at the Village Office.
- 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 ensure compliance with all applicable restrictions.
- Include a plat or location survey for any alteration which will change the "footprint" of your house or lot. NEW doors, windows, siding, painting, etc., do not require a location survey.
- Include an elevation/scale drawing and/or pictures of the alteration from ALL viewable sides. Please be sure to include dimensions, materials, and colors that will be used. Samples and brochures may be submitted and are always welcome. Avoid requesting a color change without a sample. ANY change in color requires an application.
- In the case of siding, please submit a drawing of your house if you are changing the direction/orientation—for example, from vertical to horizontal, etc. Please note if you are not changing color, direction, or material, no application is needed.
- If the alteration will be made of wood or similar material, such as composite, specify the type and color, and if it will be left natural or painted, as with a deck, privacy fence, or porch.
- It is not necessary to provide licensing or inspection information for construction or in home businesses that require it. 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.

- 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.
- Projects shall be approved only within the lot owners' property lines. Approval does not allow for encroachment on neighboring property.
- The entire project must be completed within 180 days from the time construction begins. If additional time becomes necessary, please advise the Covenant Advisor.
- Please be aware that once a completed application is submitted and accepted, it must be reviewed within 60 days. Applications received by the deadline day will generally be reviewed in 16 days.
- While not mandatory, it is highly recommended that residents attend the meeting in which their review will occur, especially with new construction. Questions can be answered, enhancing the approval process. Meetings are now virtual via Zoom (link posted on the [oaklandmills.org homepage](http://oaklandmills.org) three days prior to the meeting) and will begin at 7:00 p.m. with sign-in beginning at 6:30 p.m. Residents will be heard in the order in which they sign in.
- Remember that alterations and businesses which require an application should never be undertaken without architectural approval. Owners who begin work or commence in-home businesses without approval are doing so at their own risk, are in violation of the covenants, and face possible removal of their alteration or business at their own expense, pursuant to the Oakland Mills Covenants.
- 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.
- If you are not sure if you need an application or have any other questions, please email the Covenant Advisor for applications at [applications@oaklandmills.org](mailto:applications@oaklandmills.org). Email is preferred due to a hybrid schedule, but if needed, please call 410-730-4610.

*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.

(1)

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 **5851 Robert Oliver Place**, Columbia, Maryland, **21045**. The name and post office address of the resident agent of the Association in this state is **Timothy F. McCormack, Ballard Spahr, LLP, 300 East Lombard Street, 18<sup>th</sup> Floor, Baltimore, Maryland 21202**. ~~are John Martin Jones, Jr., 900 First National Bank Buildings 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

(2)

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 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 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.

(3)

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:~~

<del>_____</del> JAMES W. ROUSE	<del>_____</del> WILLIAM E. FINLEY
<del>_____</del> WILLARD G. ROUSE	<del>_____</del> ROBERT E. HUFF

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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.~~

**THE AFFAIRS OF THE CORPORATION SHALL BE MANAGED BY AT LEAST FIVE (5) DIRECTORS, ALL OF WHOM SHALL BE MEMBERS OF THE ASSOCIATION AS OF THE DATE OF THEIR ELECTION THROUGH THEIR ENTIRE TERM. IF A DIRECTOR CEASES TO BE A MEMBER BEFORE THAT DIRECTOR'S TERM EXPIRES, THAT DIRECTOR'S SEAT SHALL BE CONSIDERED VACANT AND THE REMAINING MEMBERS OF THE BOARD OF DIRECTORS SHALL FILL THAT POSITION PURSUANT TO THE PROCEDURES PROVIDED HEREIN AND IN THE BY-LAWS.** (Approved by members of the Association on July 25, 2017)

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

(4)

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 (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 (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, SS:  
CITY OF BALTIMORE

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 band and Notarial Seal the day and year last above written.

/s/ INGRID DELICH  
Notary Public

[NOTARIAL SEAL]

My commission expires: 7/1/69.

**RECORDED IN THE LAND RECORDS OF HOWARD COUNTY, MARYLAND  
LIBER 499, PAGE 107**

***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 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, Easement, 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 Restriction 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 this 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 (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 me 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 (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 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 reasonable requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or Lot 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 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, place 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 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 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 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) reflecting the Property, or any portion thereof, filed and recorded among the Land Records 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 COVENANT 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 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 Restrictions 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 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 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 J ONES, 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]

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-LAWS

*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.

(1)

*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 instru- 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.

(2)

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

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if held as here in above 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.

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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

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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.

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## 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;

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(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 of 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.

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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 4/24/2021 AJC

## AMENDMENTS TO BY-LAWS

### OAKLAND MILLS COMMUNITY ASSOCIATION, INC.

#### **Amendment to Article I, 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 I, 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 I, 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 II, 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 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 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.**

**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 V, 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 VIII, Elections (effective as of April 19, 1975):** [see additional amendments to sections 8.01, 8.02, and 8.03 below]

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 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 VIII, 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 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 VIII, 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.

**Amendment to Article VIII Board of Directors, sections 8.02 Election Committee and 8.03 Nominations (approved by a majority of those casting votes in the Village Election on April 24, 2021):**

8.02 (ii) prepare and make available such **CANDIDATE APPLICATIONS** as necessary.

8.02 *Acceptance of **CANDIDATE APPLICATIONS**, Withdrawals, Ballots & Challenges*

(i) **THE COMMITTEE SHALL ACCEPT ANY VALID CANDIDATE APPLICATION.**

**8.03 EACH CANDIDATE CAN ONLY RUN FOR ONE OFFICE. EACH CANDIDATE WILL SUBMIT A CANDIDATE APPLICATION TO THE ELECTION MONITOR COMMITTEE FOR WITHIN THE TIME-PERIOD SET FOR THE ELECTION. THE ELECTION MONITOR COMMITTEE WILL ACCEPT CANDIDATE APPLICATIONS ONLY DURING THE TIME-PERIOD SPECIFIED, WHICH WILL BE AT LEAST FORTY-FIVE (45) DAYS PRIOR TO THE ELECTION AND NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE ELECTION DATE.**

# Oakland Mills Community Association



## ARCHITECTURAL GUIDELINES

Revision approved July 23, 2024

Revision effective August 1, 2024

The Other Barn  
5851 Robert Oliver Place  
Columbia, MD 21045  
Telephone: (410) 730-4610  
Email: [applications@oaklandmills.org](mailto:applications@oaklandmills.org)  
OMCA website: [oaklandmills.org](http://oaklandmills.org)

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## OAKLAND MILLS COMMUNITY ASSOCIATION

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

August 1, 2024

Dear Oakland Mills Resident,

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 celebrated its 50-year mark in 2018, with much to be proud of. We realize that the years have taken their toll on some of our housing, making it more important to renew our commitment to the original Covenants.

These Guidelines take into account some new elements (like EV Charging Stations and Low Impact Landscaping) 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](mailto: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.

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.

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 approximately every five years or as necessary.

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 divided into three areas: (1) decisions on whether to approve applications for exterior alterations and in-home businesses, (2) resolution of Covenant violations, and (3) Covenant compliance.

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)**, comprised of 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.

An AC member will review the Application and the RAC recommendation and may approve as submitted, approve with stipulations, or deny the application. If the decision

is other than approved as submitted, then the applicant may appeal the decision to the full AC, 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. This letter lists the violations that must be corrected to close the violation case. (See **Covenant Violation Enforcement Policy** 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**

The **Covenant Advisor for Letters of Compliance** administers the process for issuing Letters of 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 submit a Request for Letter of Compliance form to the Covenant Advisor for Letters of Compliance to conduct an inspection. If the property is free from compliance issues, a Letter of Compliance is issued. If the inspection reveals non-compliant issues, 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 (Changes to Property section of the Covenants page). The Covenant Advisor for Applications will be happy to answer questions and assist with any aspect of the process. (See **Appendix A: 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:

- These guidelines do not supersede any provisions of the Howard County building and zoning codes. (See **APPENDIX A: Useful Numbers.**)

- Maryland law requires homeowners to call Miss Utility before digging, excavating, or altering the surface of the ground in any way. (See [APPENDIX A: Useful Numbers](#).)
- Townhouse and condominium owners should also 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. While it is not required, we do recommend getting 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.)

### Step 1: Submission

Submit a complete, detailed application for exterior alterations or in-home business to the Covenant Advisor for Applications. ***Delay in providing a complete application can result in the application being denied due to lack of information.*** For OMCA to process it, an application should include the following information, as appropriate:

- Signature of applicant.
- 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.
- Photos of entire affected area.

### **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 emailed 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 ten (10) business days of receiving the official decision by email. 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. The decision of the full AC is final and may not be appealed again.

## ARCHITECTURAL GUIDELINES

### 1.0 AIR CONDITIONERS AND HEAT PUMPS

- 1.1 No application is required for ground-mounted air conditioners and heat pumps 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 the street.

### 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, a 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 roof vent parts are painted to match the exterior color of the roof or surface from which they project.

3.1.2.1 Gable vents should match adjacent surface or color of trim.

3.1.3 Roof mounted vents must be 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. Wood or solid color cloth, free of embellishment, preferred.

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

4.4 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**

*In accordance with General Assembly of Maryland HB 1347, effective 10/1/2021*

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.

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

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 the ground.

5.4 An application is required for a basketball court. The preferred location for a court is behind the house.

## 6.0 CARPORTS

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

6.2 Refer to [41.2: Vehicles, Boats, Trailers, And Campers](#).

## 7.0 CHIMNEYS, SMOKESTACKS, AND EXPOSED PIPES

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 when placed in inconspicuous locations and when 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 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**

*In accordance with General Assembly of Maryland HB 248, effective 10/1/2021*

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

9.1.1 The bin should be kept in an inconspicuous location, screened from the street.

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. (See [Appendix B](#).)

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 all surfaces.

## **11.0 DOG HOUSES AND DOG RUNS**

11.1 An application is required for all dog houses, dog runs, and any other animal shelter.

11.2 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.

11.3 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 **15.0: Fences.**)

11.4 Chain-link dog runs are generally not approvable.

## **12.0 DOORS AND WINDOWS**

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

12.2 All windows and glass doors should have trims of the same style, size, and color as existing windows and doors.

12.3 New windows should be located at the same “head” height as existing windows on the same floor.

## **13.0 DRIVEWAYS**

13.1 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.

13.2 Refer to **41.2: Vehicles, Boats, Trailers, and Campers.**

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

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

13.5 An application (see **Appendix B**) is required for construction of a new driveway.

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

13.7 Permeable driveways are encouraged and will be considered on a case-by-case basis. An application for loose driveway materials (e.g. crushed stone) must include specifications for edging materials that will contain the material.

13.8 Driveway aprons may be part of the county right-of-way; if so, the County may require that they remain concrete.

## 14.0 EV CHARGING STATIONS

14.1 An application is required for EV charging points that are visible from the exterior.

14.2 All units should be installed in an inconspicuous manner and location

14.2.1 Screening should be used when charging units or power access will be visible from the street or neighboring houses.

## 15.0 FENCES

15.1 An application is required for all new fences and changes in configurations of existing approved fences. (See [Appendix C.](#)) 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 backyards of homes are visually part of the open spaces of our neighborhoods.

15.2 Three- or four-board split-rail or paddock-style 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 (board on board, solid, and opaque fences) is approvable 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 Vinyl and chain-link fences are typically not approvable.

15.6.2 Iron and hedge fences are typically not approvable 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 An application is required for any refillable cylinder exceeding 30-pound capacity.

## **17.0 GARDENS**

17.1 See [24.0: Landscaping and Gardens](#).

## **18.0 GARAGE DOORS**

18.1 No application is required for a replacement 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 but are not limited to 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.

18.2 For garage access doors see [12.0: Doors and Windows](#).

## **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 and location of the gazebo should be appropriate to the size of the lot and house.

## **20.0 GRILLS AND FIREPITS**

20.1 An application is required for all permanent grills, firepits, and heating and cooling equipment 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. (Residents should ensure that any repositioning of downspouts does not create drainage problems for neighbors or drain onto a driveway or sidewalk).

## **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.

## **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, salespeople, 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 a commercial vehicle that must be parked on the property, except when enclosed in a garage.
  - 23.4.5 The business must not involve the in-person 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 exterior 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/impede pedestrian or increase/impede vehicular traffic.
  - 23.4.9 The business must not use Columbia Association open space.
  - 23.4.10 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 and must be re-applied for each year.
  - 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 when not actively is use.

## **24.0 LANDSCAPING AND GARDENS**

- 24.1 No application is required for individual shrubs, foundation plants, or living ground covers. Invasive plants should be avoided. (See [Appendix A](#) for the current list posted by the Maryland Department of Natural Resources.)

24.2 No application is required for individual garden beds, including but not limited to vegetable, flower, pollinator, and low-impact gardens provided that:

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

24.2.2 The garden is less than 200 square feet.

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

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

24.2.5 They are not raised and have no structures, retaining walls, or hardscaping

24.3 An application is required for (See [Appendix D](#)):

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

24.3.2 Landscaping that involves a change of grade or slope.

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

24.3.4 Artificial features such as fences, landscaping rocks, railroad ties, birdbaths, ornaments, or any other permanent landscaping feature. (See [29.0: Permanent Outdoor Art](#).)

24.3.5 Rain gardens (See [Appendix A](#)) for information on Howard County Cleanscapes program for rain gardens.)

24.3.6 Permanent garden fencing.

## 25.0 LIGHTING

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

25.2 No application is required for new lighting that meets all of the below conditions:

25.2.1 Lighting is covered or enclosed in a fixture.

25.2.2 Lighting and fixtures suit the style of the house and are designed for residential use.

25.2.3 Lighting is not invasive or directed at adjacent properties.

25.2.4 Lighting is not harsh in color or intensity.

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

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

25.3 No application is required for replacing approved lighting with a similar color and style in the same location on the structure or property.

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 NEW CONSTRUCTION, RENOVATION, AND DUMPSTERS**

26.1 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, carports, and sheds. (See **33.0: Re-Siding, Reroofing, And Restyling.**)

26.2 If new construction will begin with a teardown, the application must include an anticipated date for the teardown of the existing house or structure. (See **Appendix H.**)

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

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

26.5 New construction should not significantly impair the viewscape, accessibility, or light quality of adjacent residences.

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

26.7 Incorporating changes in color, materials, and architectural style reflecting innovation and updated designs is acceptable; however, 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.

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

26.9 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.

26.10 Any construction close to Columbia Association Open Space must not adversely affect that open space.

26.10.1 Contact the CA Open Space Management Division (see **Appendix A** for contact information) 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.

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

26.11.1 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.

## **27.0 PAINTS AND STAINS**

27.1 No application is required for repainting or re-staining if using the previously approved color.

27.2 An application is required for changes in color, saturation, or hue of any exterior surface. The applications should include a sample or swatch. (See [Appendix F.](#))

## **28.0 PLAY EQUIPMENT**

28.1 No application is required for play sets that are less than 10 feet high, 15 feet wide, and 15 feet long and that are located within the rear sight lines of the house.

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

28.3 An application is required for all other permanently installed play equipment, including playhouses, regardless of size. (See [Appendix E.](#))

## **29.0 PERMANENT OUTDOOR ART**

29.1 An application is required for permanent outdoor art, which includes, but is not limited to, statuary, sculptures, fountains, and items attached to the house.

29.2 Applications will be evaluated on the object's location, setting, proportions, color, and materials in relation to the surrounding environment, including the number of pre-existing artwork pieces on the property.

## **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.

## **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 either the surface to which it is attached or the downspout.

## **32.0 RAIN BARRELS**

32.1 An application is required for all rain barrels. (See [Appendix I.](#))

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

32.4 Rain barrel openings should have dunks, screens, or other mosquito remediation in place.

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

## **33.0 RE-SIDING, REROOFING, AND RESTYLING**

33.1 Incorporating changes in color, materials, and architectural style reflecting innovation and updated designs is acceptable with the approved application.

33.2 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.

33.2.1 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.

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

33.3 Garages, carports, and attached sheds must be re-sided and/or reroofed at the same time as the house and must match the house siding/roof shingles exactly.

33.4 A complete application is required for all changes to siding and roofing and for all re-styling. (See [Appendix F.](#))

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

33.6 Mixing window styles such as casements and/or sliders with double-hung windows is commonly not allowed. Choose a window style that is appropriate for the style of house.

## **34.0 SHEDS**

34.1 An application is required for all sheds. (See [Appendix E.](#))

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

34.3 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.

34.4 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.

34.5 Freestanding sheds should not be located on a property line.

34.6 More than one shed per property is discouraged.

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

34.8 Metal sheds should be rustproof.

34.9 Sheds should be placed within the rear sight lines of the house when possible.

## **35.0 SIGNS**

35.1 No application is required for:

35.1.1 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 5 feet above the ground measured from the top of the cross bar.

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

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

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

35.2 Commercial advertising signs on residential property are not approvable.

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

## **36.0 SKYLIGHTS**

36.1 An application is required for all skylights.

36.2 The frame should blend with the roof.

## **37.0 SOLAR PANELS**

37.1 An application is required for all solar panels.

37.2 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.

37.3 All wiring, accessories, and structures should be inconspicuous and match the adjacent element of the house.

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

## **38.0 STORM WINDOWS, STORM DOORS, AND SCREENS**

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

38.2 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.

38.3 An application is required for all other types of door and window alterations. (See [12.0: Doors and Windows](#).)

## **39.0 SWIMMING POOLS**

39.1 No application is required for portable children's wading pools less than 5 feet in diameter and 18 inches in depth and of a style to be emptied regularly.

39.1.1 Wading pools may not have or require any of the following: filters, pumps, chlorine or frames of any kind.

39.2 An application is required for all other in-ground swimming pools. Above-ground pools, with the exception of children's wading pools, are not approvable.

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

39.4 A fence compatible with the design and style of the house is required to enclose the pool, pool deck, and related equipment. (See **15.0: Fences.**)

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

39.6 Pools should be located behind the house.

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

## **40.0 TREES**

40.1 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. (See **Appendix G.**)

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

40.2.1 An application is required for tree snags.

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

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

40.4.1 There are fewer than three trees on a single-family lot, including one tree in the front yard, excluding street trees planted in the County right-of-way.

40.4.2 In the case of a townhouse, there are no trees on the property.

40.5 In the case of small lots, replacing removed trees with small, ornamental trees is encouraged. (See **Appendix G.**)

## **41.0 VEHICLES, BOATS, TRAILERS, AND CAMPERS**

41.1 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.

41.2 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.

41.3 Vehicles with prominent commercial lettering may not be stored or parked in the open.

41.4 Motor vehicles should only be parked on approved parking areas.

## **42.0 WOODPILES**

42.1 No application is required for an uncovered wood storage rack smaller than 8ft x 2 ft, up to 6 ft tall.

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

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

42.4 No application is required for woodpiles that meet the above criteria.

## GLOSSARY

**Architecture Committee:** all voting members of the Oakland Mills Village Board.

**Architectural Guidelines:** a “cheat sheet” to help property owners understand their responsibilities for the maintenance and general upkeep of the exterior of their property.

**Covenants:** a legally binding document signed by all property owners in Oakland Mills when they purchase their property. This document outlines how a property must be maintained.

**Exterior Alteration Application (EAA):** a form that must be completed and approved prior to an owner making any changes to the exterior appearance of their property.

**Foundation Plants:** plants used to hide the foundation of the structure and improve curb appeal.

**Growing Season:** the time of year in which a plant(s) can grow based on temperature and rainfall.

**Letter of Covenant Compliance (LOC):** a letter that outlines if a property meets the covenants of Oakland Mills.

**Resident Architecture Committee:** a recommending body made up of volunteer Oakland Mills residents that decides if an Exterior Alteration Application is consistent with the Architectural Guidelines.

**Street:** when a guideline states that something should or should not be visible from the street, this refers to the viewpoint of a person standing on the sidewalk at the middle point of the house, facing the front of the house.

**Structures:** any device or thing that may (1) affect the appearance of the property, (2) change the grade of the Lot more than six inches or (3) change the flow of water on the property. (See the Oakland Mills Village Covenants, section 1.19.)

## APPENDIX/USEFUL NUMBERS

### **Appendix A: Useful numbers and links**

Covenant Advisor for Applications: [applications@oaklandmills.org](mailto:applications@oaklandmills.org) 410-730-4610

Covenant Advisor for Property Concerns: [propertyconcerns@oaklandmills.org](mailto:propertyconcerns@oaklandmills.org)

Covenant Advisor for Letters of Compliance: [loc@oaklandmills.org](mailto:loc@oaklandmills.org)

Columbia Association Open Space Management: 410-381-0194

Howard County Cleanscapes Program

<https://www.cleanwaterhoward.com/what-your-role/residential-properties/cleanscapes>

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://seeclickfix.com/report>

Howard County Animal Control: 410-313-2780

Non-Emergency Police: 410-313-2200

Miss Utility: Online at [missutility.net](http://missutility.net) or by phone at 800-257-7777

Maryland Department of Natural Resources List of Common Invasive Plants:

<https://dnr.maryland.gov/Invasives/Pages/default.aspx>

University of Maryland Extension/Howard County Master Gardeners:

<https://extension.umd.edu/locations/howard-county/environment-and-natural-resources/master-gardener/>

## **Appendix B: Decks, patios, walkways, and driveways/parking pads**

All Exterior Alteration Applications need the following:

1. Site plan showing property lines and all structures, existing and proposed
2. Dimensions, including height, or indicate flush with ground
3. Material description
4. Material color
5. Photographs of the property and affected area

Decks and patios also include:

1. Height above ground measured at house connection point
2. Railing style, include sample image
3. Step/stair location and orientation

Driveways are usually concrete or asphalt. Bricks, pavers, and permeable surfaces are also allowed. Color needs to be provided for brick, paver, and other stone-type surfaces.

Wood may be pressure treated “left natural,” or wood may be stained or painted. Color must be included in the application. Include a sample swatch of the color, including the brand and code when possible. Manufactured wood products must include the color.

## **Appendix C: Fences and screening**

All Exterior Alteration Applications need the following:

1. Site plan showing property lines, location of fence, and location of all other structures
2. Style of fence
3. Height of fence
4. Number, size, and location of gate(s)
5. Material description
6. Material color
7. Photographs of the property and affected areas

Generally, fencing should be in the rear of the house. The least visually obstructive style should be chosen; split rail and paddock are the preferred styles.

Fences are usually made of pressure-treated wood left natural in color. Any other color must be included in the application. Include a color sample swatch with the brand and code if possible.

Screening is used to hide things like trash cans, air conditioning units, and hot tubs. Wood lattice is commonly used for screening. Additionally, plantings, such as trees or shrubs may be used as screening. Allow for growth and maintenance when planning screening materials and location.

## **Appendix D: Landscaping**

### **Including gardens, hardscaping, Xeriscaping, pollinator, low impact landscaping, etc.**

All Exterior Alteration Applications need the following:

1. Site plan showing property lines and all structures, existing and proposed
2. Landscaping design plan to include layout of structures, materials, and plants
3. Description of materials to be used
4. Irrigation plan, if applicable
5. Photographs of the property and affected areas

If you are interested in including Watershed-friendly Landscaping options to your property the following information may be helpful:

- Use Maryland Native Plants for your landscapes whenever possible. Once established, these plants require little maintenance, establish deep root systems that hold soil in place, decrease the amount of water needed for landscape maintenance, and provide food and habitat for native wildlife. Many Maryland native plants also produce beautiful foliage and flowers. A list of native plants for Maryland's Piedmont region, where Columbia is located, can be found at: <https://extension.umd.edu/resource/recommended-native-plants-maryland/>
- Avoid planting invasive species including commonly seen Bradford Pear (*Pyrus calleryana* species), Norway Maple (*Acer platanoides*), Butterfly Bush (*Buddleia davidii*), Japanese Barberry (*Berberis thunbergii*), Daylilies (*Hemerocallis* species), English Ivy (*Hedera* species), Burning Bush (*Euonymus alatus*), Bamboo (any kind), Nandina (*Nandina domestica*), Wintercreeper (*Euonymus fortunei*), Japanese Pachysandra (*Pachysandra terminalis*), Periwinkle (*Vinca minor*), and Yellow Archangel (*Lamiastrum galeobdolon*). Invasive plants are easily spread by wind, seed, and rhizome and stolon (underground and above-ground stems, respectively) expansion, and often choke out native plants, kill trees, and can damage buildings. For a complete list of Maryland invasive plants, see <https://extension.umd.edu/resource/invasive-species/>.
- Keep your grassy areas neatly trimmed but avoid giving them a "buzz cut." It is recommended that you mow your grass to a 3-4" height. This height will allow your grass to grow a strong root system and control erosion of your soil. Consider replacing grassy areas with deeper-rooted native shrubs, trees, perennial plants, or groundcover.

As a fertilizing alternative, let your grass clippings lie on the lawn, where they provide nutrients to the growing grass and can reduce fertilizer costs. Maryland provides guidance on fertilizing at

[http://mda.maryland.gov/resource\\_conservation/Documents/fertilizerwebpage.pdf](http://mda.maryland.gov/resource_conservation/Documents/fertilizerwebpage.pdf).

Landscaping layouts should consider the need to properly maintain plantings. Space should be allocated to keep walkways, home access, and public sidewalks free of obstruction and allow for visibility of house numbers.

Landscaping must be maintained to ensure that public accessways remain unobstructed.

### **Appendix E: Sheds, playsets, and trampolines**

All Exterior Alteration Applications need the following:

1. Site plan showing property lines and all structures, existing and proposed
2. Dimensions
3. Drawing or image showing what finished unit looks like
4. Material description
5. Material colors
6. Photographs of the property and affected area

Units should be located behind the house and at least 5 feet from the property lines, where possible.

Safety should be taken into account when placing playsets and trampolines.

### **Appendix F: Painting, re-siding, re-styling**

Houses have many surfaces other than just the walls. The “Painting Checklist” (see [Appendix F.1](#)) helps to ensure that your Exterior Alteration Application addresses all surfaces.

All Exterior Alterations Applications need the following:

1. Identification of all surfaces that will be changed in color, material, or style. The “Painting Checklist” may be used.
2. A sample swatch of the colors, including the brand and code when possible
3. Description of style and color of siding, windows, and doors
4. Photographs of the property and affected areas

All architectural features should work together cohesively.

Window and glass doors style and color should be consistent. Grids or divided panes are a style in windows and glass doors (sliding or French doors)

Façades are often brick or stone.

Foundation refers to all the wall space below the siding, usually consisting of stucco or cement block and painted to complement the rest of the structure.

## Appendix F.1

Painting Checklist							
Please include Color name or code information on the detail lines below the Table. In the Table you may use the number or a simple name, like 1 or Tan. If you are keeping a surface the same color, a Y or check in the Keep Same column is appropriate. Any area that does not apply to your home can be left blank.							
Surface	Color	Keep Same Y	Material- Wood, Brick, Metal...	Surface	Color	Keep Same Y	Material- Wood, Brick, Metal...
Door Trim				Chimney/ Stove Pipe			
Door, Front							
Door, Garage				Deck			
Door, Glass				Underdeck (enclose?)			
Door, Side				Underdeck (supports)			
Door, Sidelights				Railings			
Door,				Steps			
Façade				Patio			
Foundation				Shed			
Downspouts							
Gutters				<b>Accents:</b>			
Rake boards				Over/Under Windows			
Roof Trim - Fascia				Over/Under Doors			
Siding				Other			
Soffits/Eaves				Shutters			
Supports Carport							
Supports Porch							
Window Trim				<b>Current (for general information):</b>			
Windows				Deck			
				Gutter/Downspouts			
				Roof and Trim			
				Siding			
Example:		4	Wood	Windows and Doors			
Color 1 Detail:							
Color 2 Detail:							
Color 3 Detail:							
Color 4 Detail Example SW 6086 Sand Dune - Tan							

## **Appendix G: Tree Removal**

All Exterior Alteration Applications need the following:

1. Site plan showing property lines, all trees on the property, and all structures.
2. Identification of tree(s) being removed.
3. Replanting plan, if any.

If applying for a tree that has already been removed, such as during a storm, indicate the approximate location where it stood.

Replanting or replacing should always be considered. Always consider the full growth of any new planting.

Please visit the Maryland Department of Natural Resources for recommended native trees. <https://dnr.maryland.gov/forests/pages/marylandersplanttrees/recommended-tree-list.aspx>

## **Appendix H: Construction Applications**

All construction applications should include the following:

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.
2. Site plan showing full footprint of house and other structures as submitted to the County for a building permit.
3. Description and color samples of all exterior building materials.
4. Landscape plan.
5. Lighting plan.
6. Timeline of start date and completion date for the new construction.

## **Appendix I: Rain Barrel Applications**

Rain barrel applications should contain the following:

1. Height, diameter, and capacity of the rain barrel.
2. Style, color, and material of barrel and supporting structures.
3. A screening plan if visible from the street.
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.
5. Location of rain barrel.