

Hickory Ridge Community Association

6175 Sunny Spring, Columbia, Maryland 21044 • 410 730-7327
www.hickoryridgevillage.org • www.thehawthorncenter.org

MEMO

FROM: Laura Mayton, Village Manager
RE: Resale Documents

This document is the resale documents for the Village of Hickory Ridge. Included are the following:

- Village map
- Budget for current fiscal year
- Articles of Incorporation
- Bylaws
- Covenants
- Architectural Guidelines

In addition to being bound by the Hickory Ridge requirements, this property is also bound by the requirements stated in the Columbia Association documents. If you did not receive the needed Columbia Association documents, they may be downloaded here: <https://www.columbiaassociation.org/about-us/governance/columbia-association-governing-documents/>.

This information becomes part of the deed of each property owner. All property owners 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.

If you own a townhouse or condominium, you may also have a townhouse or condo owners association with its own homeowner requirements, information and fees. We try to keep a current contact list of these associations on file, and we will provide that information if you call the village office.

The Management Agent of the Hickory Ridge Community Association is the Village Manager. Hickory Ridge Community Association **does not** levy any assessments on property owners. However, the Columbia Association does collect an annual fee from all property owners. A portion of this annual fee is transferred to our organization, providing the majority of our funding. The Hickory Ridge Community Association also raises funds through the rental of our facility, The Hawthorn Center. A copy of our most recent village budget is included in this packet for your reference.

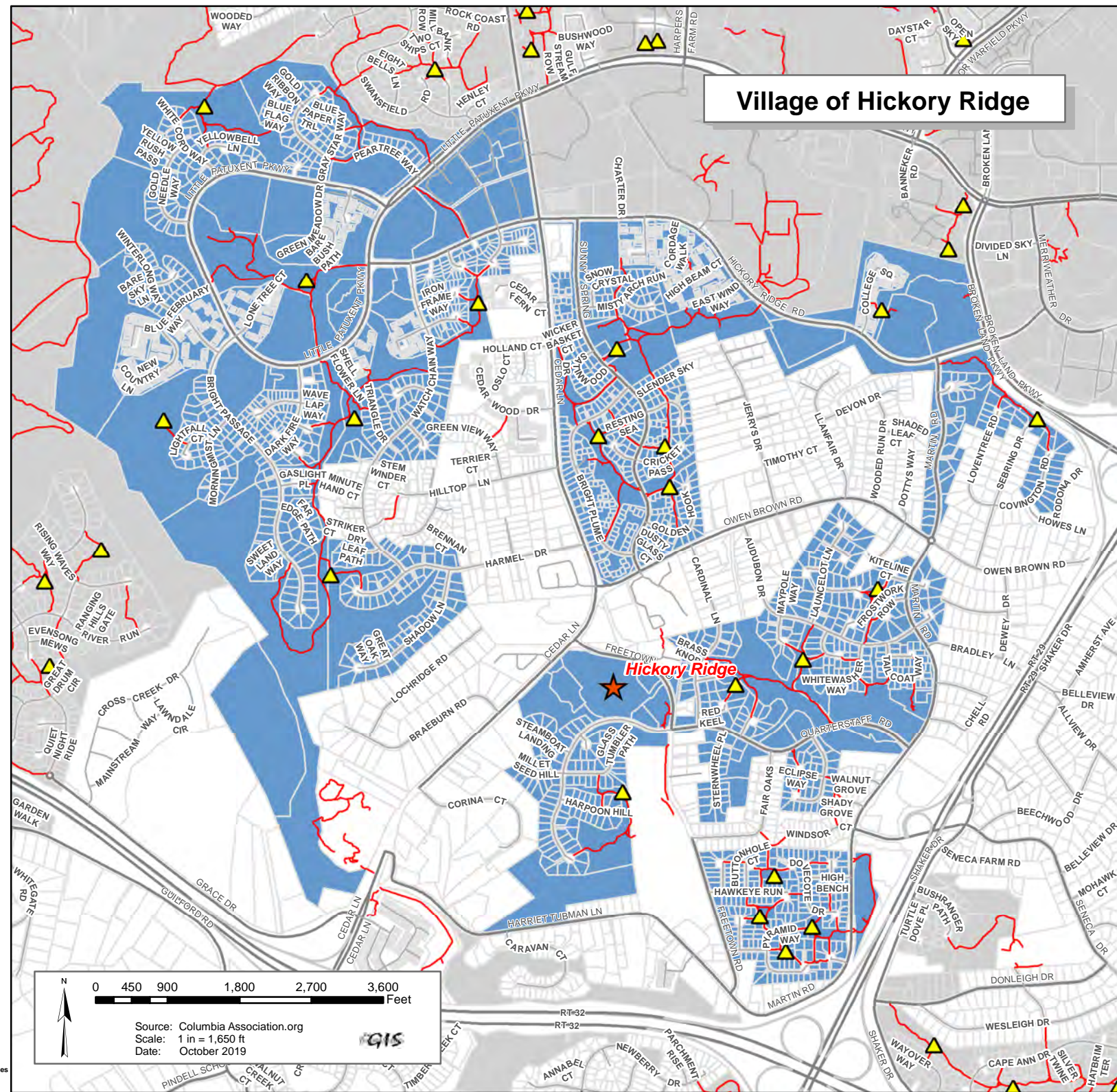
A copy of the Hickory Ridge Architectural Guidelines is also being provided to you at this time at no additional cost. The guidelines help residents to better understand the covenants by providing information on seeking architectural approval for changes to their properties.

If you have questions about the information in this letter, the covenants, guidelines, or the Hickory Ridge Community Association, please feel free to contact us at 410-730-7327, or visit our website at <https://hickoryridgevillage.org/>.

Village of Hickory Ridge

Legend

- Hickory Ridge
- Other
- Major Roads
- Path/Trail
- Playground
- Village Center



0 450 900 1,800 2,700 3,600 Feet

Source: Columbia Association.org
Scale: 1 in = 1,650 ft
Date: October 2019

Disclaimer: Howard County, Maryland assumes no responsibility for the accuracy of the map or the information contained herein or derived therefrom. The buyer and/or user assumes all risks and liabilities whatsoever resulting from or arising out of the use of this map. There are no oral agreements or warranties relating to this sale and/or use of this map.

Village: Hickory Ridge

Fiscal Year FY25

Date Prepared: 1-Mar-24

BOARD APPROVED OPERATING BUDGET

	Budget FY25	Budget FY24	Estimate FY24
<u>REVENUES</u>			
1 CA Annual Charge Share	326,832	321,230	321,294
2 Lease & Rental	134,000	127,500	131,820
3 Tuition & Enrollment	0	0	0
4 Interest	180	180	150
5 Special Events	4,500	6,000	3,900
6 Fees	200	270	163
7 Miscellaneous	4,200	5,200	2,680
Total Income	469,912	460,380	460,007
<u>EXPENSES</u>			
9 Staff Salaries	270,000	258,000	250,000
10 Janitorial Wages	0	0	0
11 Contract Labor	100	100	0
12 Payroll Benefits	21,000	29,618	26,875
13 Payroll Taxes	23,000	21,000	22,237
14 Janitorial Expense	29,000	28,000	25,779
15 Fees	19,500	17,000	21,200
16 Operating Expenses	11,000	12,000	10,458
17 Business Expenses	3,400	3,700	2,350
18 Insurance	12,000	12,000	11,342
19 Advertising	1,000	1,000	585
20 Newsletter	25,000	25,000	24,208
21 Other Printing	4,500	4,500	4,500
22 Donations/Contributions	11,000	16,000	16,000
23 Special Events	28,000	33,000	25,000
24 Taxes	1,600	1,600	874
25 Utilities	12,400	12,400	10,730
26 Repairs & Maintenance	10,100	11,100	9,516
27 Furniture & Fixtures	5,000	10,000	5,000
28 Total Expenses Before Depre	487,600	496,018	466,654
29 Depreciation	5,434	8,190	8,901
30 Total Expenses	493,034	504,208	475,555
Increase/(Decrease) in Unrestric	(23,122)	(43,828)	(15,548)

Hickory Ridge Community Association, Inc.

ARTICLES OF INCORPORATION

FIRST: WE, THE UNDERSIGNED, Thomas A. Garland, Mark L. Bishoff, and Cornelius W. May, the post office address of all of whom is Fourth Floor, American City Building, Columbia, Maryland 21044, 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") HICKORY RIDGE 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 Hickory Ridge (the "Property") and located upon the property described in that certain Deed, Agreement and Declaration (hereinafter referred to as the "Hickory Ridge Declaration") dated May 15, 1970, between HRD, VERA H. CAMPBELL, 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 Deed of Annexation dated February 1, 1971 by THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION 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 Hickory Ridge 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, and unincorporated association, the membership of which will be composed of representatives of various associations in Columbia which have been approved by CPRA, said Council, in turn, being entitled to nominate from among its membership, persons to be elected and serve on the Board of Directors of CPRA, all as provided in the Articles of Incorporation of CPRA: and

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

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

1. to purchase, lease, hire, receive donations of, or otherwise acquire, hold, own, develop, improve, maintain and operate and to aid and subscribe toward the acquisition, development or improvement, of real and personal property, and rights and privileges therein, suitable or convenient for the Purposes of the Association;
2. to purchase, lease, hire, receive donations of, or otherwise acquire, hold, own, develop, erect, improve, manage, maintain, and operate, and to aid and subscribe toward the acquisition, construction or improvement of systems, buildings, machinery, equipment and facilities, and any other property or appliances which may appertain to or be useful in the accomplishment of the purposes of the Association;
3. to impose, collect and disburse dues and assessments in accordance with and subject to the provisions or the Hickory Ridge Declaration;
4. to solicit, receive and accept donations of money or property or any interest in property from the State of Maryland, Howard County, or any subdivision of either, the Federal government or any agency or instrumentality thereof, or from any person or entity;
5. to raise money for any particular facility or service which the Association proposes to provide by means of payment of dues or special assessments by its members and to provide, operate and maintain, and supervise the use of any such facility or service upon the voluntary payment of such dues or assessments by its members;
6. to make contracts, incur liabilities, and borrow money and to issue bonds, notes or other obligations and secure the same by mortgage or deed of trust of all or any part of the property, franchise or income owned by the Association and to guarantee the obligations of others in which it may be interested for the furtherance of the Purposes of the Association;
7. to undertake and prepare or cause to be prepared studies, plans, recommendations, budgets and any other similar things (for submission to any public authority, civic group or association, CPRA, or for its own use) which relate to any phase or aspect of the physical, social or cultural development of the Property, or Columbia as a whole, and to create, or cause to be created, committees and other organizations for the supervision and implementation thereof;
8. to engage in and sponsor civic activities relating to the cultural, educational, social and civic affairs of the owners of property in, or residents of, the Property, or Columbia as a whole and to appear before and represent its members in or before other civic groups, associations, boards or other like organizations;
9. to sponsor, engage in, conduct and encourage cultural, educational, social and civic and other beneficial activities relating to the Property, or Columbia as a whole;
10. to have and exercise to the extent necessary or desirable for the accomplishment of the aforesaid specific purposes and to the extent that they are not inconsistent with the Purposes of the Association, any and all powers conferred upon corporations of a similar character by the General Laws of the State of Maryland.

FOURTH: The post office address of the principal office of the Association in this state is Columbia, Maryland. The name and post office address of the resident agent of the Association in this state is Hermes Incorporated, c/o General Counsel, The Rouse Company, Columbia, Maryland 21044. Said resident agent is a corporation of the State of Maryland.

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 Long Reach Declaration within the Property; (ii) the fee simple title to a unit in any condominium development within the Property; and (iii) any share, membership other interest in any cooperative or other entity organized and operated for the purpose of making residential dwelling units available to its shareholders, members or other beneficiaries, which share, membership or other interest entitles the owner thereof to possession of any residential dwelling unit within the Property.

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

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

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

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

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

B. When any lot, unit, share, membership or other interest, as described in Article Sixth above in connection with qualification for membership, is owned or held by more than one member as tenants by the 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 Hickory Ridge Restrictions as defined in the Long Reach 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 Hickory Ridge 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, anyone such member shall be entitled to cast the vote with respect to the lot, unit, share, membership or other interest in question; (iii) that members unable to attend a meeting at which Directors are to be elected or at which a representative to the Columbia Council is to be elected shall be entitled to file a written vote under absentee balloting regulation provided in the By-Laws; and (iv) agencies or instrumentalities of the Federal Government, if otherwise entitled to vote, may vote by written proxy.

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

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

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

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

EIGHTH: The affairs of the corporation shall be managed by a Board of five (5) directors, at least two of whom shall be members of the Association except as herein provided with regard to the initial Board of Directors. The initial Board of Directors shall consist of five (5) directors who shall hold office until the election of their successors. Beginning with the first annual meeting of the Association to be held on or before March 1, 1972, the members, at each such annual meeting, shall elect five (5) directors, at least two of whom shall be elected from among the membership of the Association, each for a term of one year. The names of those persons who are to act as directors until the election of their successors are:

JAMES W. ROUSE

WILLIAM E. FINLEY

J. LEONARD IVINS

MATHIAS J. DE VITO

RICHARD L. ANDERSON

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

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

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

2. The Association may enter into contracts and transact business with any director or member or with any corporation, partnership, trust or association of which any director or member is a stockholder, director, officer, partner, member, trustee, beneficiary, employee or in which any director or member is otherwise interested; and such contract or transaction shall not be invalidated or in any way affected by the fact that such director or member has or may have an interest therein which is or might be adverse to the interest of the Association, provided that the fact of such interest shall be disclosed or known to the other directors or members acting upon such contract or transaction; and such director or member may be counted in determining the existence of a quorum at any meeting of the members or Board of

Directors which shall authorize any such contract or transaction and may vote thereat to authorize any such contract or transaction, with like force and effect as if he were not so interested. No director or member having disclosed or made known an adverse interest shall be liable to the Association or any member or creditor thereof or any other person for any loss incurred by the Association under or by reason of any such contract or transaction, nor shall any such director or member be accountable for any gains or profits realized therefrom.

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

4. Any person who is serving or has served as 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 Sec. 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 percent (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 vested 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 Hickory Ridge 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 _____ day of _____, 1971.

WITNESS:

/s/ THOMAS A. GARLAND
Thomas A. Garland

/s/ MARK L. BISHOFF
Mark L. Bishoff

/s/ CORNELIUS W. MAY
Cornelius W. May

BY-LAWS

Hickory Ridge Community Association, Inc.

ARTICLE I

Members

Section 1.01. **Annual Meetings.** The Association shall hold each year, commencing with the year 1972, 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, on a Saturday in April, date to be announced. 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 Chairperson of the Board or the Manager or by a majority of the Board of Directors by vote at a meeting or in writing with or without a meeting.

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

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

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

Section 1.06. **Votes Required.** A majority of the votes cast at a meeting of members, duly called and at which a quorum is present shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, unless more than a majority of votes cast is required by statute or by the charter. Unless the charter provides for

a greater or less number of votes per member or limits or denies voting rights, each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of members; but no member shall be entitled to any vote (except a vote for a representative on the Columbia Council):

(i) if any dues established by the Board of Directors and payable by such member are due and unpaid at the time of such meeting;

(ii) if any special assessment established by the Board of Directors and payable by such member is due and unpaid at the time of such meeting; or

(iii) if such member, as determined by the Board of Directors shall be, at the time of such meeting, in violation of any of the Long Reach Restrictions contained in the Deed Agreement and Declaration between The Howard Research and Development Corporation (HRD) and Vera H. Campbell, dated the 15th day of May, 1970 and filed for recording among the Land Records of Howard County (the Hickory Ridge Declaration).

Section 1.07A. **Votes to be Cast in Person.** Except as specified in this Section 1.07A and in the next succeeding Section 1.07B, no member shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise, and no vote shall be valid unless cast in person by the individual member, provided, however, (i) that in the case of a corporate member, the vote may be cast by the president or a vice president of such corporation or such other officer as may be designated in writing by the president or a vice president of the corporation; (ii) that members unable to attend a meeting at which Directors of the Association are to be elected or at which a representative to the Columbia-Council is to be elected, shall be entitled to file a written vote under the procedure set forth in this Section 1.07A; and (iii) agencies or instrumentalities of the Federal Government, if otherwise entitled to vote, may vote by written proxy. Any member unable to attend a meeting of the type specified in clause iii) 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, 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 Board of Directors prior to the meeting in question, specifying the issue on which the member intends to vote (other than the aforesaid excluded matters) and that the member votes for or against the same.

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

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

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

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

Section 1.11. **Informal Action by Members.** Any action required or permitted to be taken at any meeting of members may be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the members 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. In order to qualify as a candidate for the Board of Directors (or the Representative to the Columbia Council) a candidate must be a member of the association and submit a candidate's statement to the Village Manager by a deadline determined by the Board of Directors. That deadline date must be publicly announced at least six weeks prior to the annual meeting. No person who has an unresolved covenant violation that has been accepted for legal action by the Columbia Association's Architectural Resource Committee (ARC) will be seated on the Board or have the right to cast a vote on issues brought before the Board. 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. Notwithstanding anything to the contrary set forth herein, if, after the deadline date for candidate's statements has closed, the number of candidates meeting the requirements set forth in Section 2.03 is less than or equal to the number of vacant director positions, the qualified nominees shall be deemed to have been elected by the members and the Board of Directors shall appoint such nominees to the available director positions for the term provided for in Article 8 of the Association's Articles of Incorporation.

Section 2.04. **Vacancies.** Any vacancy occurring in the Board of Directors or Columbia Council Representative position 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 or Columbia Council Representative elected by the Board of Directors to fill a vacancy shall be elected to hold office until the next annual meeting of members or until his successor is elected and qualifies.

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

Section 2.06. **Special Meetings.** Special meetings of the Board of Directors may be called at any time by the Chairperson 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 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. No person with an unresolved covenant violation that has been accepted for legal action by the Columbia Association's Architectural Resource Committee (ARC) may be seated on any such committee or cast a vote on any issue brought before such committee. 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. **Chairperson.** The Board of Directors shall in each year elect a Chairperson of the Board from among the Directors. The Chairperson shall preside at all meetings of the Board of Directors and meetings of members at which he shall be present and shall and may exercise such additional powers and duties as are from time to time assigned to him by the Board of Directors.

Section 4.02. **Manager.** The Board of Directors shall in each year elect one person (who need not be a member of the Association) to serve as the Manager of the Association. The Manager of the Association shall, **ex officio**, be the Secretary and the Treasurer of the Association. The Manager shall provide liaison between CPRA and the Association and shall generally advise the Association in the conduct and operation of its affairs. In the absence of the Chairperson of the Board, the Vice-Chairperson shall preside at all meetings of the members and of the Board of Directors at which he shall be present; in the absence of the Vice-Chairperson the Manager shall preside; 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 Hickory Ridge 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. Notwithstanding anything to the contrary set forth herein, if, after the deadline date for candidate's statements has closed, there is not more than one candidate meeting the requirements set forth in Section 2.03, the qualified nominee shall be deemed to have been elected by the members and the Board of Directors shall appoint such nominee to the position of Representative to the Columbia Council for the term provided for in Article 9, Section 9 of the Association's Articles of Incorporation.

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

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

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

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

ARTICLE V

Finance

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

Section 5.02. **Annual Reports.** There shall be prepared annually by the Manager, a full and correct statement of the affairs of the Association, including a balance sheet and a financial statement of operations for the preceding fiscal year, which shall be submitted at an annual meeting of the members and filed within ninety 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.

Revised May 7, 2012

Hickory Ridge Village Covenants

DEED, AGREEMENT AND DECLARATION

THIS DEED, AGREEMENT AND DECLARATION, made this 26th day of May, 1971, by and between THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation (hereinafter referred to as "HRD" and "Declarant"), Grantor, and SHARON M. ANDERSON, unmarried, of Prince George's County, Maryland (hereinafter referred to as the "Grantee"), and THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC" a Maryland nonprofit membership corporation (hereinafter referred to as "CPRA").

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

WHEREAS, the Property, together with certain other property, was heretofore subjected to those certain covenants, easements, charges and liens set forth in that certain Deed, Agreement and Declaration of Covenants, Easements, Charges and Liens dated the 13th day of December, 1966, by and between CPRA and Declarant 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 covenants, agreements, easements, restrictions, charges and liens (hereinafter referred to collectively as the Hickory Ridge Village Covenants).

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, Hickory Ridge Community Association, Inc., shall be 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, its Charter and By-Laws for the purposes stated in Article Seventh of the CPRA Charter; and

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

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 Grantee, the Property, subject, however, to the Hickory Ridge Village Covenants 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 Grantee, her heirs, executors, administrators and assigns, forever, in fee simple, subject, however, to the Hickory Ridge Village Covenants which it is hereby covenanted and agreed shall be binding upon (i) the Grantee, her heirs, executors, administrators and assigns, and (ii) the Property,

to the end that the Hickory Ridge Village Covenants 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" shall mean and refer to that body the membership of which is provided for in Section 7.01 hereof.

SECTION 1.02. "Association" shall mean and refer to Hickory Ridge 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.

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 HRD, its successors 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" and "HRD, its successors and assigns", shall mean and refer to The Howard Research and Development Corporation, and its successors and assigns, but not mere successors in title to, or assignees in interests in, the Property or any part thereof.

SECTION 1.14. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property or any part hereof.

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 or long term leasehold title to any Lot within the Property; (ii) the fee simple or long term leasehold title to a unit

in any condominium development within that Property; and (iii) any shared 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 of other beneficiaries, which share, membership or other interest 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 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 hedge, trees, shrubbery, 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 any natural or artificial stream, wash or drain 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.

SECTION 1.21. "Village Covenants" shall mean and refer to these Hickory Ridge Village Covenants applicable to the Village of Hickory Ridge, sometimes referred to as the Village of Hickory Ridge.

SECTION 1.22 "Final Development Plan" as used herein shall mean and refer to each off those recorded plats or combination of plats, drawings and narrative materials submitted by HRD and approved by the Planning Board of Howard County (or any successor agency) by means of which land uses and development criteria are designated for specific portions of the Property pursuant to the Howard County New Town Zoning Ordinance.

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 add 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: 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 Hickory Ridge Village Covenants, (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 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 provisions 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 Hickory Ridge Village Covenants, by the execution and filing for recordation among the Land Records of Howard County of any instrument expressly stating an intention so to annex and describing such additional lands to be so annexed. During that five' (5) 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 five (5) 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 (2/3rds) 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 Hickory Ridge Village Covenants, 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 Hickory Ridge Village Covenants 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 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.

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 Hickory Ridge Village Covenants. 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 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 (i) for any period during which any dues or any assessment remain unpaid, (ii) for any period during which a violation of the Hickory Ridge Village Covenants exists, and (iii) 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 (2/3rds) 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 not 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 guest shall be entitled to exercise such right of enjoyment or to any use of Association Land except as provided in, and subject to, such regulations as may be promulgated by the Association Board.

ARTICLE VI

COVENANTS FOR MAINTENANCE

SECTION 6.01. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and in 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, HRD (or CPRA or the Association by written delegation of right and authority from HRD) during the Development Period and thereafter CPRA or the Association, after approval by a two-thirds (2/3rds) decision of the Association Board, and after fifteen (15) days written notice to the 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. In the event of such action by CPRA or the Association during the Development Period either of such entities shall act only in its own right pursuant to any such delegation and shall not act as an agent of HRD for such purpose.

SECTION 6.02. The lien provided in Section 6.01 hereof shall be in favor of the entity acting but 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 riled in a court or record in Howard County prior to the recordation among the Land Records of Howard County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

ARTICLE VII

ARCHITECTURAL COMMITTEE; ARCHITECTURAL CONTROL

SECTION 7.01. The "Architectural Committee" shall be composed of those three or more individuals so designated from time to time (i) by HRD during the Development Period and (ii) by CPRA and the Association after the Development Period, CPRA being entitled at all times after the Development Period to appoint a majority thereof. Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling

or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in this Article VII, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Committee each individual member of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by on such member of any plan 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 the (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) therefore 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) grading and landscaping plans 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 Hickory Ridge Village Covenants;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots in the vicinity;
- (e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;
- (f) objection to the grading and landscaping plans 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, a 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 the Lots, including, without limitation, exterior lighting and planting, and may issue statement of policy with respect to approval or disapproval of the architectural style or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall affect the finality of 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 including therein if such plans, specifications, features or elements are subsequently submitted for use on any 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 Hickory Ridge Village Covenants and (ii) that the plans and specifications as approved, and any condition subject to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question.

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

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

If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exist shall not have taken reasonable steps toward the removal or termination of the same, HRD (or CPRA or the Association by written delegation of right and authority from HRD) during the Development Period and thereafter 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. In the event of such action by CPRA or the Association during the Development Period, either of such entities shall act only in its own right pursuant to any such delegation and shall not act as an agent of HRD for such purpose. The lien provided in the Section 7.06 shall be in favor of the entity acting but 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 inform 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 encumbrance 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 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 or the Architectural Committee or of CPRA or the Association when the latter two entities are entitled to exercise rights of enforcement hereunder 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 hereon 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 Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;
- (b) 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
- (c) No boat trailer, house trailer, trailer, truck or any similar items shall be stored or parked 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 the Architectural Committee. The Architectural Committee 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, the Architectural Committee may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section 8.02, the Architectural Committee and its agents 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 the Architectural Committee, nor its 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 an 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 Structure in the course of construction shall be used, temporarily, or permanently, as a residence on any Lot.

SECTION 8.06. No lumber, materials, bulk material, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot. During construction of any improvements on the Property, the Owner shall keep any construction site free of unsightly accumulations of rubbish and scrap material, and construction materials, trailers, shacks and the like employed in connection with such construction shall be kept in a neat and orderly manner. 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 pickup is to be made, such place on the Lot so as to provide access to persons making such pickup. 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. HRD (or CPRA or the Association by written delegation of right and authority from HRD) during the Development Period and thereafter 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 the Architectural Committee, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given written notice fifteen (15) days prior to such action.

ARTICLE IX

EASEMENTS

SECTION 9.01. Easements and rights-of-way are hereby expressly reserved to HRD 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, including the right to grade and plant slopes and prevent the doing or any activity which might interfere with slope ratios approved by HRD or which create erosion or sliding problems, or change, obstruct or retard drainage flow.

HRD and CPRA, and their respective agents, 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 may be shown on the recorded subdivision plat relating thereto; and in addition (ii) 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 Hickory Ridge Village Covenants 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 Hickory Ridge Village Covenants shall be taken to govern and control.

SECTION 10.02.

(a) Every Owner, by the acceptance of a deed, lease or other instrument conveying any interest in the Property covenants and agrees, as part of the consideration therefor, that he shall not use the Property for any purpose except one or more of those, permitted by any and all Land Use Designations and Final Development Plan Criteria set forth on any Final Development Plan (or any phase thereof) affecting the Property, or any portion thereof, filed and recorded among the Land Records of Howard County, Maryland, pursuant to Section 17 (or any successor section or part) of the Zoning Regulations of Howard County, Maryland, This Section 10.02 (a) shall be enforceable solely by HRD and, upon assignment of such right by HRD in any specific instance, by CPRA or the Association or either of them during the development Period and, upon expiration thereof, shall terminate

(b) Every Owner further acknowledges and agrees that such Land Use Designations and Final Development Plan Criteria 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.

SECTION 10.03. Neither any portion of the Property nor any Structure erected thereon shall be used or permitted to be used for the establishment or maintenance thereon of any discount department store, variety store or department store; nor shall any Lot within said Property except those designated by HRD for Village Center or Neighbourhood Center use on Final Development Plans be in any way used, or combined with or used in connection with any other property or any other Lot within the Property as a shopping center or as a retail sales establishment other than for purposes specifically permitted by HRD by an instrument executed and recorded as required by law for a deed. The provisions of this Section 10.03 shall inure to the benefit of and be enforceable solely by HRD.

ARTICLE XI

RESIDENTIAL PROTECTIVE COVENANTS AND RESTRICTIONS

SECTION 11.01. The provisions of this Article XI shall relate solely to Lots designated by Final Development Plan Criteria for residential uses:

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 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 neighbourhood. 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. Anything herein to the contrary notwithstanding, with the written approval of the Architectural Committee and until such approval may be revoked; any Lot may be used for model home purposes or for the maintenance of 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 operated 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 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 the Architectural Committee or as to waters owned by it, by 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 structure 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

ENFORCEMENT, DURATION AND AMENDMENT

SECTION 13.01. The provisions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by HRD (or CPRA or the Association by written delegation of right and authority from HRD) during the Development Period and thereafter, except as to Section 10.03 hereof, by CPRA, the Association and the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns until the, last day of December in the year 2016, after which time said provisions 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 set forth in Section 2.02 hereof except by the execution of an instrument signed by the Owners of not less than 90% of the Lots, 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 30, 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 provision herein contained shall give HRD, CPRA or the Association, to the extent that any of them may have a right of enforcement thereover, 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 Structure, 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, when entitled to do so, to enforce the Hickory Ridge Village Covenants by appropriate judicial proceedings.

SECTION 14.02. The failure of HRD, CPRA, the Association or the Owner of any Lot included in the Property, their respective legal representatives, heir, successors and assigns, to enforce any provision 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 any violation or breach occurring prior or subsequent thereto.

SECTION 14.03. No provision 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 provision or enjoining the violation of a provision against a Lot Owner may be awarded a reasonable attorney's fee against such Lot Owner.

SECTION 14.07. HRD, CPRA and the Architectural Committee the latter two entities in those cases where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration, and

in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation herein provided for 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 HRD (or of CPRA or of the Architectural Committee when acting as set forth above).

CPRA and the Architectural Committee to the extent of their respective functions hereunder and rights 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 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 of 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 Hickory Ridge Village Covenants shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to these Hickory Ridge Village Covenants 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 interests in any Lot, whether or not the same incorporates or refers to these Hickory Ridge Village Covenants, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these Hickory Ridge Village Covenants and to incorporate the same by reference in any deed or other conveyance of all or any portion of his intersect in any real property subject hereto.

SECTION 14.11. Terminology herein relating to gender and number is employed for convenient expression and not for purposes of limiting the applicability of the provisions hereof. The use of the singular shall be taken to include the plural and the use of the masculine gender shall be taken to include all genders.

WITNESS the due execution hereof as the day first above written.

ATTEST:

/s/ John Harris Gurley
Assistant Secretary

(Corporate Seal)

WITNESS:

/s/ John P Healy

THE COLUMIBA PARK AND RECREATION
ASSOCIATION, INC.

By /s/ Thomas M. Wilson

Vice President

/s/ Sharon M. Anderson

SHARON M. ANDERSON

ATTEST:

/s/ George A. Shehan
Assistant Secretary

THE HOWARD RESEARCH AND
DEVELOPMENT CORPORATION

By /s/ J. Leonard Ivins, V.P.

Vice President

STATE OF MARYLAND)
)
HOWARD COUNTY) SS:

I HEREBY CERTIFY that on this _____ day of _____, 197____, before me the subscriber, a notary public of the State of Maryland, personally appeared J. Leonard Ivins _____, 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.

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

/s/ John P. Healy
Notary Public
My commission expires: 7/1/74

STATE OF MARYLAND)
)
HOWARD COUNTY) SS:

I HEREBY CERTIFY that on this _____ day of _____, 197____, before me the subscriber, a notary public of the State of Maryland, personally appeared Sharon M Anderson _____, 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.

/s/ John P. Healy
Notary Public
My commission expires: 7/1/74

STATE OF MARYLAND)
)
HOWARD COUNTY) SS:

I HEREBY CERTIFY that on this _____ day of _____, 197____, before me, the subscriber, a notary public of the State of Maryland, personally appeared Thomas M. Wilson _____, 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.

/s/ John P. Heady
Notary Public
My commission expires: 7/1/74

EXHIBIT A

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

1. "Columbia, Hickory Ridge, Section I, Area 3, Sheet 1 of 2", recorded in Plat Book 21, folio 95.
2. "Columbia, Hickory Ridge, Section 1, Area 3, Sheet 2 of 2", recorded in Plat Book 21, folio 96.

AGREEMENT AND DECLARATION

THIS AGREEMENT AND DECLARATION, made this 4th day of May, 1972, by and between THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland Corporation (hereinafter referred to as "HRD"), THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC., a Maryland Non-Profit Membership Corporation (hereinafter referred to as "CPRA"), and MATHEWS-PHILLIPS, INC., a Delaware Corporation.

WHEREAS, HRD has previously executed a certain instrument entitled "Hickory Ridge Village Covenants" by and between HRD and Sharon M. Anderson, et al, recorded among the Land Records of Howard County in Liber 559, folio 437 pursuant to the terms of which certain property described therein was subjected to certain covenants, easements, charges and liens as therein set forth; and

WHEREAS, CPRA was an original signatory to the Hickory Ridge Village Covenants and it is the intention of CPRA by these presents to acknowledge and approve the amendment of the Hickory Ridge Village Covenants as hereinafter set forth; and

WHEREAS, MATHEWS-PHILLIPS, INC. is the owner of parcels C & D on a plat entitled "Columbia, Village or Hickory Ridge, Section I, Area 3" as shown on Plat Book 21, Folios 95 and 96; and

WHEREAS, HRD and MATHEWS-PHILLIPS, INC. are lot owners as defined in the Hickory Ridge Village Covenants and constitute the owners of more than Ninety percent (90%) of the lots as defined in the Hickory Ridge Village Covenants; and

WHEREAS, in accordance with Section 13.01 of the Hickory Ridge Village Covenants, said Hickory Ridge Village Covenants may be amended on or prior to December 31, 2016. by the execution of a recordable instrument signed by the owners of not less than Ninety Percent (90%) of the lots; and

WHEREAS, the parties hereto desire to effect and permit the amendment of the Hickory Ridge Village Covenants so as to exempt governmental agencies from the Hickory Ridge Village Covenants and to prohibit certain uses as more fully hereinafter set forth.

NOW, THEREFORE, this Agreement and Declaration, witnesseth: That for the considerations set forth above, and for the additional consideration of One Dollar (\$1.00) and other good consideration paid to each of the Lot Owners, the receipt and sufficiency whereof being hereby mutually acknowledged, the parties hereto, being and constituting the owners of more than Ninety Percent (90%) of the lots in the Village of Hickory Ridge as of the date hereof, for themselves, their heirs, personal representatives, successors and assigns, and with respect to the lot or lots owned by each of them, do hereby agree and declare that the Village of Hickory Ridge Covenants may be and hereby are amended so as to add new Sections 2.03 and 8.09 to the Deed, Agreement and Declaration by and between HRD and Sharon M. Anderson, et al, as recorded among the Land Records of Howard County in Liber 559, Folio 437, which said new Sections 2.03 and 8.09 shall be as follows:

2.03 Exempt Property. The foregoing restrictions shall not apply to the Property or any portion thereof owned or leased by the United States, State of Maryland, Howard County or any instrumentality or agency thereof for so long as such entity shall be the owner or lessee thereof.

8.09 Use Restrictions. No Lot or portion thereof, nor any building or other structure erected thereon shall be used or permitted to be used, temporarily or permanently, for an amusement park or for the operation or ferris wheels, merry-go-rounds, roller coasters, haunted or run houses, barrel rolls, side shows, penny arcades, live animal shows, marine life shows or wild animal preserves (provided this shall not prohibit temporary uses otherwise prohibited for periods not

exceeding two consecutive weeks in any three month period or rides intended primarily for children under twelve (12) years of age). The provisions of the preceding sentence shall inure the benefit of and be enforceable solely by HRD, shall be capable of being rescinded by HRD without the consent of any other person and shall not give any third party any right or cause of action or account of the terms thereof. All other uses of any Lot shall be approved by the Architectural Committee in the manner set forth in Article VII.

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

ATTESTS: THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION

/s/ M. P. Fisher, Jr.
Asst. Secretary

By /s/ John Shallcross
Vice President

ATTESTS: THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC.

/s/ Thomas F. Ireton
Secretary

By /s/ Padraic M. Kennedy
President

WITNESS: MATHEWS-PHILLIPS, INC.

/s/ John P. Healy
Secretary

By /s/ Harry L. Lundy, Jr
Vice President

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 4th day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared John Shallcross, 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.

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

/s/ Rose Marie Venere
Notary Public
My commission expires: 7/1/74

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 5th day of May, 1972, before me the subscriber, a Notary Public of the State of Maryland, personally appeared Padraic M. Kennedy, 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 or the corporation for 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.

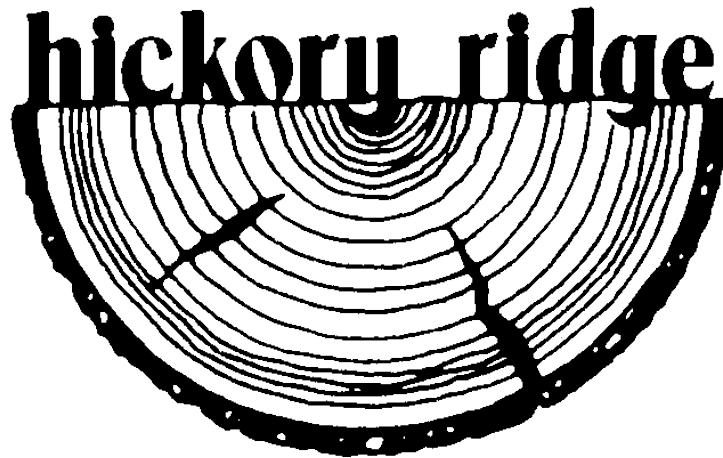
/s/ John P. Healy
Notary Public
My commission expires: 7/1/74

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 5th day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Harry J. Lundy, Jr., Vice President of MATHEWS-PHILLIPS, INC., a corporation of the State of Delaware 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.

/s/ John P. Healy
Notary Public
My commission expires: 7/1/74



ARCHITECTURAL GUIDELINES

REVISED MAY 2022

Dear Resident:

The Architectural Committee (AC) and the Resident Architectural Committee (RAC) of Hickory Ridge Village are pleased to present Guidelines to assist you in applying for exterior alterations or in-home businesses.

The Guidelines are the result of much deliberation, generous amounts of legal counsel, and exploration of the ideals and intent of the developers of Columbia. It is hoped that this effort will result in the equitable and consistent handling of applications for exterior alterations and in-home businesses, as well as answering some of your questions about how the RAC and AC operate and on what basis their decisions are made.

The overall goal of these Guidelines and recommendations is to keep our community an attractive and desirable place to live, and their use will provide each resident with a practical means of doing so.

For your convenience, sections of the Hickory Ridge Village Covenants are included at the back of this book. Any questions may be directed to the Village Covenant Advisor via email at applications@hickoryridgevillage.org or call 410-730-7327.

Sincerely,

The Hickory Ridge Resident Architectural Committee
The Hickory Ridge Architectural Committee
The Hickory Ridge Village Board

WHAT ARE THE COVENANTS?

First, they are one of the many documents you (or your landlord) received at the time of settlement on your property. We hope that you took time to read and understand them; if not, portions of the Covenants are summarized later in this book.

More importantly, the Covenants are a binding legal obligation between the developer of Hickory Ridge and all the residents. There are similar covenants, or contracts, for each of the other Villages of Columbia. Our Covenants establish certain minimum standards for land use, architectural design, and property maintenance throughout the village.

The Covenants "run with the land" as part of your deed of ownership and cannot, as a practical matter, be changed. When the development period of our Village was completed, the Covenants became a contract between the Village Association as represented by its elected Board of Directors (the "Village Board") and the residents, and between each resident and every other resident of the Village. Thus, when dealing with the Covenants and the architectural control process, you will be dealing not with the developer but with your friends and neighbors in the Village of Hickory Ridge. It is our intent and duty to help you in every way possible to obtain the fullest enjoyment of your private property and Columbia Association property consistent with your obligations to the other residents.

WHAT ARE THE ARCHITECTURAL GUIDELINES?

The Hickory Ridge Architectural Guidelines are based on the Covenants. The Guidelines describe exterior alterations and in-home businesses that are most likely to be approved in typical circumstances. They also describe conditions that are likely to be violations of the Covenants.

HOW DOES THE ARCHITECTURAL CONTROL PROCESS WORK IN OUR VILLAGE?

The Covenants provide for the appointment of an Architectural Committee. Since the duties and concerns of the Architectural Committee (AC) members are many and varied, they are assisted in routine architectural control matters by a volunteer Resident Architectural Committee (RAC) which is appointed by the Village Board. All final decisions are made by the AC members, who are appointed by the Village Board and/or Columbia Association (CA), with CA entitled to appoint a majority.

In addition, the Village employs a Covenant Advisor who is available at the Village office to assist you in the preparation of exterior alteration applications, to receive complaints and inquiries on architectural and maintenance matters, and to carry out certain duties associated with covenant enforcement.

WHY DO WE HAVE ARCHITECTURAL CONTROLS?

Many people who have lived in developments without architectural controls have seen or have experienced a well-cared-for home next to one which has been allowed to deteriorate, or has a lawn strewn with junk. These are, of course, extreme circumstances, but no one wants to live near or view an eye sore. The architectural controls in the Village Covenants are designed to prevent excesses and abuses, while affording flexibility in property utilization.

Residents should keep in mind that all lots are not suited to hold a swimming pool, large addition, shed or other alterations. Ultimately, it is the Architectural Committee that makes that decision.

WHAT ARE THE STEPS FOR APPROVAL OF MY PLANS?

When you contemplate exterior alterations, the initiation of an in-home business or certain landscaping changes on your property, you should first consult the Guidelines contained in this booklet. They will help you in finalizing your plans and will tell you if an application is required. If in doubt, consult the Covenant Advisor at the Village Office.

After you have reviewed the Guidelines, complete and submit your application using the forms available on our website www.hickoryridgevillage.org and at the Village Office. Be sure that your application is complete and clear, and that it has the appropriate signatures, including your own. Submit your application early, allowing at least four weeks for its processing. During this time, you can be obtaining any necessary building permits or variances required by the county government. ***NOTE: Approval of a project by the AC does not relieve you of the need to obtain county permits, or vice versa. If the property is part of a homeowner's association (HOA), like a townhouse or condominium community, additional approvals may be required by the HOA.***

When your application is submitted to the Village Office, it will be assigned a log number, and a brief description of your proposed alteration will be published on our website and on the agenda for the meeting. Your application will be assigned to one or more of the volunteer members of the RAC for a site visit and will be scheduled for review at a RAC meeting.

Prior to the meeting, RAC members may perform a site visit and they may contact you to discuss your application. If necessary, they may make suggestions for modifying your plans.

During the RAC meeting, your application will be presented by the members who reviewed it, and you will be invited to join the discussion. During that meeting, any other Village resident will have the opportunity to offer comments in support of or in opposition to your application. When the discussion has ended, the RAC will vote to approve or disapprove your application, or to approve it with modifications (called provisions). The RAC is a recommending body, but two members of the RAC are also Architectural Committee members. If these members approve the application, the applications are officially approved by the Architectural Committee. If your application is approved, the approval is final, and you should receive your approved application via e-mail or regular mail within ten (10) days, authorizing you to start work.

If you, the applicant, would like to appeal an unfavorable action by the RAC, an appeal must be initiated within ten (10) business days of receipt of a denial letter by giving written notice to the Hickory Ridge Architectural Committee via email at applications@hickoryridgevillage.org or by mail to 6175 Sunny Spring, Columbia, MD, 21044. The Covenant Advisor will schedule the appeal hearing at a date and time mutually agreeable to the Architectural Committee and the appellant. The Architectural Committee's decision is then legal and binding.

The process works because of the interest and cooperation of our residents and those who work on the RAC and AC. Each year, hundreds of applications are handled, and only a handful are appealed.

NOTE: Properties may also be subject to townhouse and condominium association covenants or restrictions and additional requirements of Howard County. It is the homeowner's responsibility to ensure compliance with all applicable restrictions.

HOW DO I COMMENT ON MY NEIGHBOR'S APPLICATION?

Signing an application for your neighbor does NOT indicate your approval of the request, only your awareness of the intent. If you are opposed to the project being proposed, consider discussing your concerns with your neighbor. If that is not possible, email the Covenant Advisor at the Village Office at applications@hickoryridgevillage.org and indicate your concerns. You are also welcomed to attend the RAC meeting at which the application will be reviewed and comment on the application. If the application was denied, and an appeal is filed, you would also be welcomed to attend the Appeal Hearing.

WHAT IF I DON'T WAIT FOR APPROVAL?

If you start alterations or an in-home business without first obtaining written approval of your plans, you do so at your own risk. If you fail to apply, or if your application is denied down or modified, you may face the cost of removing the alteration plus the costs of litigation. The Covenants (Section 7.06)

provide means for placing these costs as a lien against your property. These circumstances may also arise if your property has been altered without approval before you purchased it. Inquiries regarding the status of an alteration should be directed to the Covenant Advisor.

WHAT IS THE PROCESS FOR COVENANT ENFORCEMENT?

The Covenant enforcement process is complaint driven. When potential violations are brought to the attention of the Covenant Advisor, they are investigated as promptly as possible. If a complaint is found to be a violation, the property owner is contacted and asked to correct the violation. Our experience is that most violations are corrected at this stage.

If the initial contact does not result in action, the property owner will continue to receive notifications requesting action. If the problem is not corrected within the stipulated time, legal action may be initiated. See Hickory Ridge Covenants Section 7.06.

HOW CLOSELY MUST I ADHERE TO THE GUIDELINES IN THIS BOOK?

The Covenants (Section 7.05) give the Architectural Committee the responsibility to set rules and procedures for architectural control.

The Guidelines will tell you what is most likely to be approved in typical circumstances and give you important information on how to prepare your application. Applications are reviewed on a case-by-case basis.

LETTER OF COMPLIANCE REQUEST

All sellers should submit to the Covenant Advisor a request for a compliance inspection. The letter stating the result of the inspection should be given to the buyers as a notification of compliance or noncompliance.

HAS THE HICKORY RIDGE COMMUNITY ASSOCIATION EVER TAKEN ANYONE TO COURT BECAUSE OF A COVENANT VIOLATION?

Yes. The Hickory Ridge Community Association and other Village Associations in Columbia, in joint actions with the Columbia Association, have taken covenant violation cases to court and have been successful in enforcing the covenants for the benefit of the community.

FAST TRACK Process

Certain exterior alterations may be reviewed under the Fast Track application process. This process was developed to shorten processing time for certain standard exterior alterations and in-home businesses. Due to scheduling conflicts and unforeseen circumstances, the Fast Track process may not be available during all weeks of the year.

Exterior alterations that may be eligible for **FAST TRACK** are:

- Decks (Townhouses only)
- Fences (Townhouses only)
- Gutters & Downspouts
- In-home business
- Columbia Association Rain Gardens (See Landscaping)
- Solar Collectors

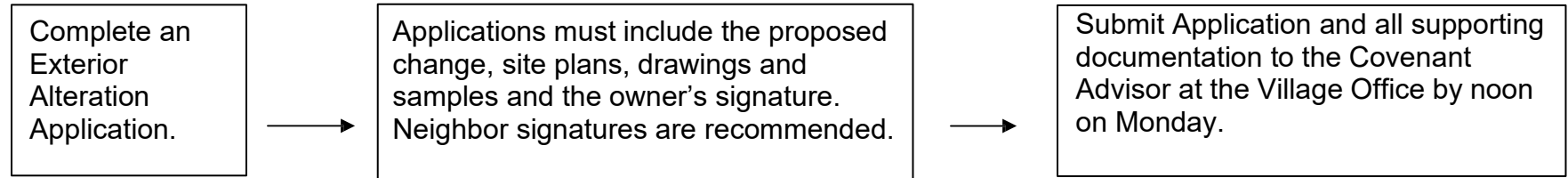
All applications for consideration under the Fast Track process must be submitted by 12 pm on any Monday that the Village office is open. The application form for the Fast Track process is the same form used for all exterior alteration or in-home business requests. The application must be complete for consideration under the Fast Track process.

The Covenant Advisor will review the submitted application for Fast Track eligibility and completeness. If the application is complete and meets the criteria for Fast Track review, it will then be approved or disapproved by a member of the AC. A letter detailing the decision will follow. The resident may call the office on Thursday to check on the approval status.

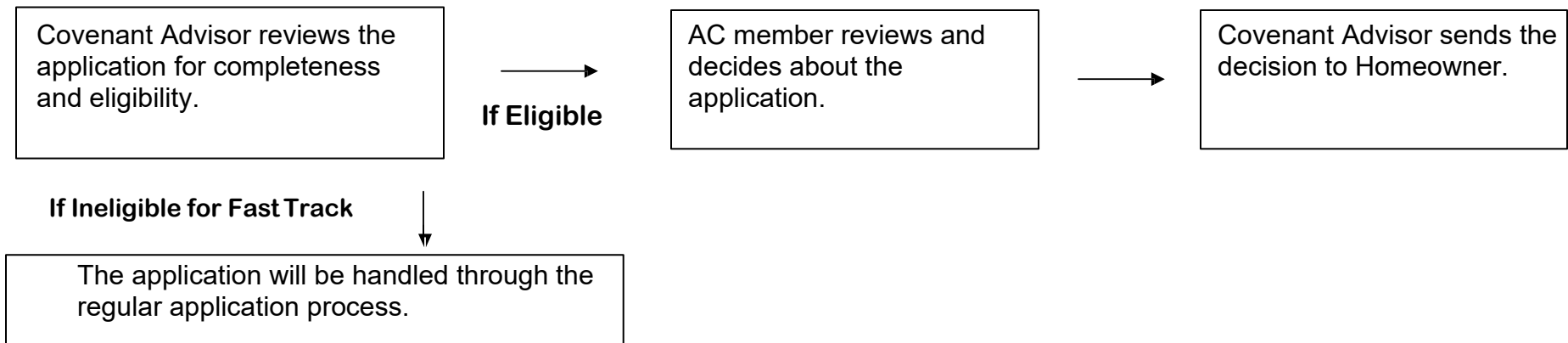
If your application is incomplete and/or not eligible for the Fast Track process, it will be reviewed at a regularly scheduled Resident Architectural Committee (RAC) meeting. The RAC usually meets the first and third Wednesdays of the month. A schedule of deadlines and review dates is available at the Village office and on our website www.hickoryridgevillage.org.

FAST TRACK General Approval Process

Step 1: Application



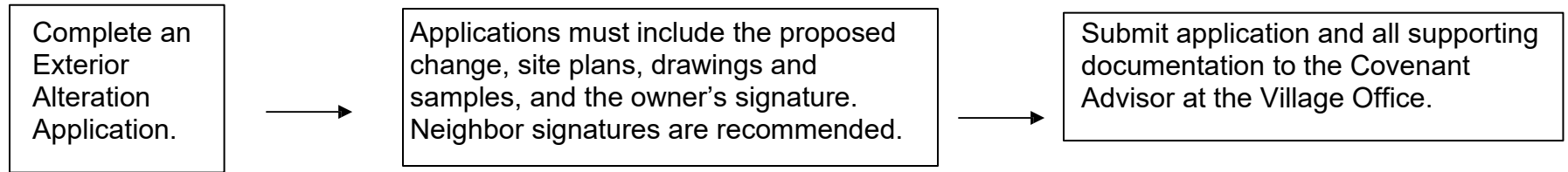
Step 2: Review by an Architectural Committee Member



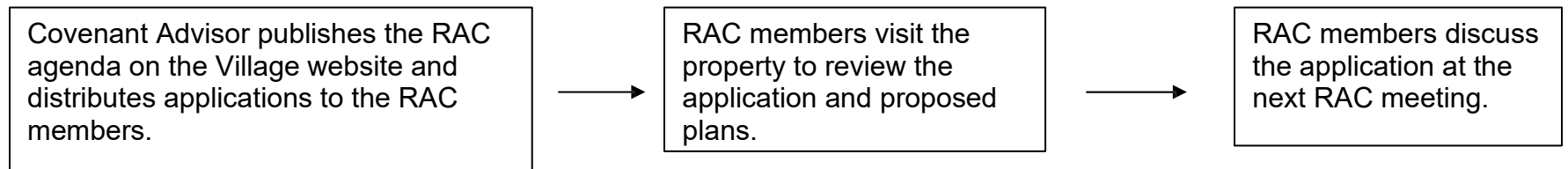
- Due to scheduling conflicts and unforeseen circumstances, the Fast Track process may not be available during all weeks of the year.
- Neighbors' signatures indicate awareness of intent, not the approval or disapproval of the proposed change.
- It is the Homeowner's responsibility to make sure that the alteration is constructed within property lines of the lot and within the applicable setback requirements.
- Townhouse owners should be aware that the townhouse association may have additional requirements or restrictions with which they must comply. It is the homeowner's responsibility to ensure compliance with all guidelines and/or restrictions. Consult with your townhouse association board.
- Avoid delays in processing your application by making sure that it is signed and has adequate supporting documentation including site plan, drawings, and samples. Example site plans and drawings are shown at the back of this booklet.

General Approval Process

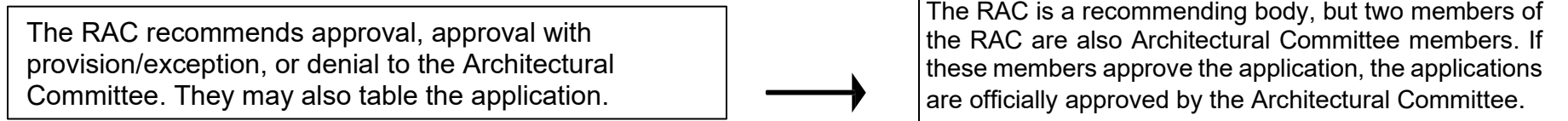
Step 1: Application



Step 2: Review by Resident Architectural Committee



Step 3: Review by Architectural Committee



- Exterior Alteration Application forms are available at the Village Office. Call 410-730-7327 to request an application to be mailed or emailed to you. The application can be downloaded and printed from our website www.hickoryridgevillage.org.
- The review process usually takes 2-4 weeks.
- Neighbors' signatures indicate their awareness of the intent, not the approval or disapproval of the proposed alteration.
- It is the homeowner's responsibility to make sure that the alteration is constructed within property lines of the lot and with the applicable setback requirements.
- Townhouse owners should be aware that the townhouse association may have additional requirements or restrictions with which they must comply. It is the homeowner's responsibility to ensure compliance with all guidelines and/or restrictions. Consult with your townhouse association board.
- Avoid delays in processing your application by making sure that it is signed and has adequate supporting documentation including a site plan, drawings, and samples. Example site plans and drawings are shown at the back of this booklet.

Frequently Requested Phone Numbers

Hickory Ridge Community Association 410-730-7327
FAX 410-992-5843
E-Mail info@hickoryridgevillage.org
Web Site www.hickoryridgevillage.org

Howard County:

Animal Control 410-313-2780
Department of Inspections, Licenses, and Permits 410-313-2455
(Including building, electrical, plumbing, contractor licenses, rental housing)
Signs 410-313-1830
Department of Planning & Zoning 410-313-2350
Highways 410-313-7450
Landfill (Alpha Ridge) & Bulk Trash Pick-up 410-313-6444
County Tree Issues 410-313-7450
Non-emergency Police 410-313-2200

Miss Utility 1-800-257-7777

Columbia Association

General Information ----- 410-715-3000
Open Space ----- 410-312-6330
Membership Services ----- 410-730-1802
Assessments ----- 410-715-3058

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ACCESSIBILITY

Ramps, Railings, Accessory Mobility Structures

An Exterior Alteration Application is required for a new accessory mobility structure or any changes to an existing approved structure. Examples of this type of structure include wheelchair ramps or lifts, stair lifts and safety railings, as well as changes to walkways or decks to assist the mobility of the resident. When designing an accessibility structure, consider creating a design that is harmonious, to the extent possible, with the style and color scheme of the residence.

Materials that are often used include metal, natural wood, and synthetic materials such as composite decking and vinyl railings.

Application Requirements:

1. A site plan showing the location of the proposed structure drawn to the proper scale. Dimensions must be included.
2. Elevation drawings of the proposed structure that include dimensions. Include views of all visually affected sides of the property.
3. A description of the materials to be used for the structure, including color and style.
4. Color photo, samples, brochure, or manufacturer's drawing of the proposed equipment such as a chairlift, a prefabricated metal ramp or railing.
5. Details about any additional alterations that will be installed to accommodate the mobility structure, such as lighting, landscaping, or pathways.

ANTENNAS

Radio Communication, Satellite Dish, Television

No Application is required for satellite dish antennas that are 39 inches/one meter or less in diameter and television broadcast service antennas which are twelve (12) feet or less if all the following conditions are met:

- Install the antenna in the least visible location on the lot without substantially degrading reception, and in such a manner as to blend in with the surroundings. Possible locations include: the rear yard, the deck surface, rear roof, or adjacent to a chimney.
- Run and secure any associated cables and wires in the least visible locations.
- Screen antenna from view if it is to be installed in a visible location e.g., visible from nearby streets and/or adjoining properties. If using screening, please refer to the landscaping guideline and/or fencing guideline to ensure compliance.

An application is required for satellite dish antennas that are more than 39 inches/one meter in diameter, all satellite dish antennas (regardless of size) that are mounted on a pole exceeding twelve (12) feet in height, and all television broadcast service antennas exceeding twelve (12) feet in height.

Application Requirements:

1. A site plan of the property showing the location of the proposed satellite dish or antenna.
2. Description including materials, dimensions, and color of the satellite dish or antenna.
3. Color photo, brochure, and/or manufacturer's drawing of the satellite dish or antenna.

APIARIES (BEEKEEPING)

An Exterior Alteration Application is required for all apiaries. Apiaries will be approved on a case-by-case basis.

Application Requirements:

1. A site plan showing the location of the apiary. Please indicate the distance from the house and the property lines.
2. A detailed drawing, including materials and dimensions, of the apiary and the structure on which the apiary sits.
3. Color brochure or photos.
4. Landscaping plan for screening.

ATTIC VENTILATORS

No Application is required if all the following conditions are met:

- No part of the ventilator protrudes more than 12" above the roof surface.
- All exposed parts are painted to match the exterior color of the material they penetrate to help conceal them.
- The ventilator is roof mounted, located on the least visible side of the roof, and does not extend above the ridgeline.

An application is required if any of the above conditions are not met.

Application Requirements:

1. Site plan, photo or diagram of the home showing the proposed location of the attic ventilator.
2. Description including materials, color, dimensions, and style.

AWNINGS, SUN TRELLISES, PERGOLAS, and GARDEN TRELLISES

An Exterior Alteration Application is required for all awnings, sun trellises, pergolas, and garden trellises. Sun control devices should be compatible with the architectural character of the dwelling in terms of style, color and materials, and should be consistent with the visual scale of the dwelling to which they are attached.

The location of any awning, sun trellis or garden trellis should not adversely affect views, sunlight, or natural ventilation of adjacent properties. Pipe frames for canvas awnings should be painted to match the trim or dominant color of the house. If awnings are removed for winter storage, pipe frames should also be removed.

Application Requirements:

1. A site plan showing the location and approximate size of the proposed structure.
2. Color photo, brochure, or manufacturer's drawing.
3. Description including materials, color, dimensions, and style.
4. If lighting will be included in the design, please provide description of installation of or changes in exterior lighting.

CHIMNEYS AND FLUES

An Exterior Alteration Application is required for all chimney and flues. Chimney and flue installations should complement the applicant's dwelling. Generally, the use of masonry or siding-enclosed construction is encouraged as the most architecturally appropriate style for chimneys. It is recognized, however, that under certain circumstances it may be necessary to utilize an exposed chimney pipe. One of the deciding factors in allowing a metal pipe chimney is the location and visibility of the pipe from the fronting street. All installations must be in compliance with Howard County code.

Chimneys and flues exiting through a wall or foundation or running vertically along a wall must meet the following criteria:

- The chimney should be of brick or stone masonry construction or must be boxed-in with materials which match the exterior wall finish in style and color.
- An exposed metal pipe may be acceptable on a contemporary style home.

When an exposed metal pipe is proposed, it must meet the following criteria:

- All sections of the pipe are plumb, with no tilted or diagonal sections.
- The pipe is painted to blend with the structure. All flashing must be painted to match the adjacent surface.

Chimneys and flues which exit through the roof must meet the following criteria:

- The flue should be boxed-in if it is to be located on the front slope of the roof or the roof ridge, or any other location where it will be visible from the fronting street. Flues located on the rear slope of the roof, and not visible from the fronting street, need not be boxed-in. Exposed metal sections must be painted black or the roof color. Conspicuous locations on the front slope of the roof should be avoided.
- In all cases, the height of the exposed metal section or the boxed-in chimney or flue shall be limited to the minimum permitted by Howard County building and fire codes.

When there is an existing chimney or flue on the dwelling and a second flue is to be added on the same end of the dwelling as an existing boxed-in chimney, both flues should be run through the same enclosure. When the second chimney is to be run along a different wall, it should be of the same basic design as the first chimney. Dissimilar chimneys should not be used unless it is impossible to see both at the same time.

Application Requirements:

1. A site plan showing the location of the proposed chimney(s) or flue to the dwelling, as well as any existing chimney.
2. Description including materials, color, dimensions, and style.
3. Color photo, brochure, or drawing.
4. Elevations showing the exact location of any existing and proposed chimney or flue.

CLOTHES LINES

As stated in Article XI, Section 11.04 of the Hickory Ridge Village Covenants: “No clothing or any other household fabrics shall be hung in the open on any lot unless the same are hung from umbrella or retractable clothes hanging device which is removed from view when not in use...”

No Application is required for umbrella or retractable clothes-hanging devices if all the following conditions are met:

- The devices must be located to the rear of the dwelling.
- The devices must be removed from view when not in use, unless they are enclosed by a privacy fence or other enclosure at least six (6) inches higher than such hanging articles, provided such fence or other enclosure is approved by the Architectural Committee.

An application is required if any of the above conditions are not met.

COMPOST BINS/PILES

An Exterior Alteration Application is required for all compost bins or piles. Compost bins/piles in the backyard should be located within the side lines of the dwelling, and at least twenty (20) feet from the rear property line. Compost bins/piles should be no more than a 4' X 4' square and no more than three (3) feet tall and shall comply with the Maryland Extension Service guidelines.

Application Requirements:

1. A site plan showing the location of the proposed compost bin/pile in relation to the dwelling and property lines. Indicate the distance between the bin/pile and the property lines.
2. Description including materials, color, dimensions, and style.
3. Color photo, brochure, or drawing.
4. Description of materials to be used for screening, if applicable.

DECKS

Fast Track Is Available for Townhouses Only

Decks should be constructed of durable materials. Decks should be made using natural pressure treated wood or acceptable composite material. It is recommended that wood be left natural. Painting or staining may be approved if the color complements the style and color of the dwelling (see PAINTING/STAINING). If composite material is used, it should be earth tone in color, or complement the color of the siding.

Railing and appropriate landscaping is recommended for all decks. Use of multiple baluster styles must be justified. Contrasting colored vinyl railings with metal balusters will be considered if the railing system complements the style and color of the dwelling.

Generally, townhouse deck dimensions should contain a setback of one (1) foot from the edges of the unit. Townhouse owners should be aware that there may be additional requirements or restrictions. Please consult with your townhouse association board.

Generally, single family dwelling decks should not extend more than twenty (20) feet from the rear of the dwelling and should be a minimum of ten (10) feet from property lines.

Decks must be built to meet Howard County Code. A permit may be required. Call the county at 410-313-2455 for more information.

No Application is required if the following condition is met:

- There is no change in material, color, dimensions (footprint), railing system, and height from the existing deck.

An application is required for all other situations.

For Fast Track Process (for Townhouses only), the following conditions must be met:

- The deck's dimensions must have a setback of 1 foot (12 inches) from each edge of the unit.
- Decks must not extend more than sixteen (16) feet from the rear of the dwelling.
- Decks must have square or rectangular floors and 2"X 2" picket railings (balusters).
- The decking, railing system, stairs, etc. must be pressure treated wood and left natural. Decks using composite or multiple-colored materials cannot be fast tracked.

Application Requirements for all Decks:

1. A site plan showing the relationship of the deck to the dwelling and property lines.
2. Descriptive drawing including dimensions, height above grade and details of railings and stairs (See sample sketch on pages 43 & 44).

Approval of a project by the RAC/AC does not relieve a resident of his/her obligation(s) with respect to applicable Federal or state laws or Howard County codes, regulations, laws or permits.

(Decks, cont'd)

3. Composite material samples, color photos, or brochures, if applicable.
4. Paint or stain sample, if applicable.
5. Description of any plantings to be removed for the construction of the deck, and any equipment such as meters or heating and air conditioning sources which will be relocated.
6. Any changes in window or door locations.
7. Description of proposed installation of, or changes in, exterior lighting.
8. Description and placement of any new plantings associated with the deck construction, if applicable.

DECORATIVE OBJECTS

An Exterior Alteration Application is recommended for all decorative ornamentation, which includes, but is not limited to, sculpture, statuary, fountains, birdbaths, trellises, and freestanding flag poles. No application is required for flag holder brackets attached to a dwelling.

Application Requirements:

1. A site plan showing the location of the proposed ornamentation.
2. Description including materials, dimensions, color, and style.
3. Color photo, brochure, or manufacturer's drawing.

DOG HOUSES AND DOG RUNS

An Exterior Alteration Application is required for all dog houses, shelters, and dog runs.

Dog houses, pens, and runs should be placed as close to the dwelling as possible and should not be placed where they could create a nuisance condition. To ensure privacy of adjacent neighbors, dog runs, and dog houses should be located at least ten (10) feet from property lines.

The color of the dog house and its roof should match those of the dwelling, or blend in with its natural surroundings. Landscaping may be required. Fencing should be provided and be consistent with the Fencing Guidelines (see FENCES).

Application Requirements:

1. A site plan showing the location of the proposed dog house or run.
2. Description including materials, dimensions, color, and style.
3. Color photo, brochure, or drawing.

DOORS

Applications are required to change the style, material, or color of a dwelling's exterior doors. Storm doors should be of straightforward design without decorative embellishments. Security bars are generally not permitted.

Townhouse and condominium owners should be aware that there might be additional requirements or restrictions. If you have any questions, please consult with your townhouse or condominium association board.

No Application is required if any of following conditions are met:

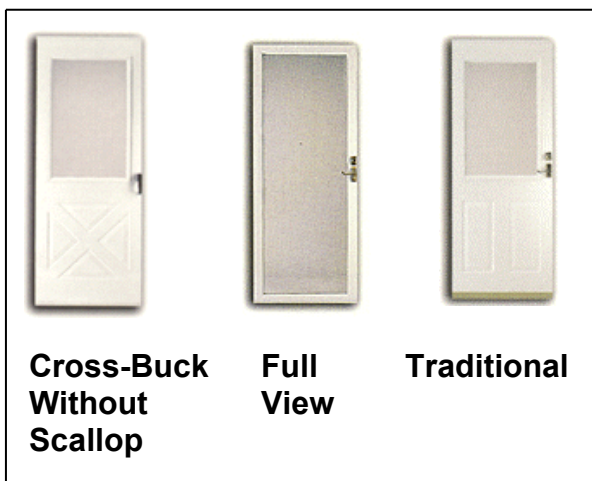
- The storm door style matches any of the approved styles shown below and the storm door matches the color of the exterior door or trim.
- There is no change in material, color, dimensions, and style of the existing exterior door or storm door.
- Sliding glass doors that are converted to French doors (and vice versa) that are the same color and size as the existing doors being replaced.

An application is required for all other situations.

Application Requirements:

1. A color photo or brochure showing the door style and proposed color.
2. Description including materials, color, dimensions, and style.
3. Description of any glass insert or sidelight.

Approved Storm Door Styles



DRIVEWAYS AND PARKING PADS

Driveway and parking pad material other than concrete will be considered on a case-by-case basis. Scalloped edging is not permitted along driveways or parking pads. Residents should contact the County regarding changes to concrete aprons.

No Application is required if the following condition is met:

- There is no change in material, color, size, shape, or grade of the existing paving.

An application is required for all other situations.

Application Requirements:

1. A site plan showing the dimensions of the proposed driveway or parking pad in relation to existing structures and property lines.
2. Description including materials, color, texture, and style.
3. Material sample, color photo or brochure showing the proposed design and color. However, this is not required for unstained concrete driveways.

FENCES

Fast Track is Available for Townhouses Only

An application is required for all fences, except when an approved fence is being replaced with a “like” fence, i.e., same size, materials, color, and location.

It is strongly recommended that you have your property surveyed before installing any fence. It is the homeowner’s responsibility to ensure that property lines are established and that no encroachment results.

The following are generally NOT permitted:

- Chain link fencing.
- Wire fencing, with or without hedges as screening.
- Stockade fencing.
- Parallel fencing at property lines.
- Front yard fencing, except where builder installed as part of the original design.
- Rear yard fencing that would create front yard fencing for a neighbor.

Fences for Single-Family Residences:

- New fencing should be compatible with existing fences in the neighborhood in style, material, color and height.
- Gates should match the fence in material, color and height. They should open inward unless property outside of the fence is also owned by the applicant.
- Fences should be installed up to the property line and should not extend forward of the rear line of the house.
- Fences should be constructed of wood left natural, or in a wood-tone color.
- Metal, composite, and low maintenance vinyl fences will be considered on a case-by-case basis.
- All fences should have the “finished” side on the outside.
- Split rail and paddock style fences are preferred for rear yard property line fencing, 36” high for 2-rail fences and 48” high for 3-rail fences. If wire mesh is used with these styles, it should be applied to the inside and not extend above the top rail.
- Picket style fences may be permitted, but are not recommended for property line fencing.
- Board-on-board fencing is generally not recommended for single-family residences. It may be considered as privacy screening if located close to the house in the rear yard, and in exceptional cases, the side yard. It should have a maximum height of six (6) feet.

Approval of a project by the RAC/AC does not relieve a resident of his/her obligation(s) with respect to applicable Federal or state laws or Howard County codes, regulations, laws or permits.

- Fencing for in-ground pools may have different requirements (see POOLS, PRIVATE).
- Applicants should consider using plantings to soften the visual impact of fencing.



Fences for Townhouses and Condominiums (Fast Track Available):

Fences eligible for **Fast Track** are Townhouse privacy fencing that meet all the following criteria:

- board-on-board style,
- constructed of pressure treated lumber left natural,
- installed on established property lines,
- maximum 6' height, and
- gate swings inward.



Townhouse and Condominium fences that do not meet the above will be considered on a case-by-case basis.

Townhouse and condominium communities may have additional requirements or restrictions imposed by their HOAs, Boards and/or Management Companies. Therefore, it is the responsibility of the applicant to ensure that their proposals are in compliance with their respective community's regulations.

Application Requirements for all Fences:

1. Site plan showing the location of the fence and gate(s).
2. Description including style, materials, height, and color.
3. Color photo, brochure or drawing of fence and gate styles.
4. Description of any neighboring fence styles, and potential connection methods where applicable.

GARAGE DOORS

Garage doors should be compatible with the style of the dwelling.

No Application is required for the replacement of garage doors if all the following conditions are met:

- The style is traditional raised panel or flush.
- The door is windowless or contains only standard, unembellished windows.
- The door matches the color of the dwelling's siding or trim.
- All garage doors must match in style, material, and color.

An application is required if any of the above conditions are not met.

Application Requirements:

1. Color photo or brochure of the proposed garage door, showing the color and style.
2. Description including materials, dimensions, color, and style.
3. Paint or stain sample, if applicable.

GAZEBOS

(For PERGOLAS see Awnings, Sun Trellises, Pergolas, and Garden Trellises)

An Exterior Alteration Application is required for all permanent gazebos. A railing or appropriate landscaping is recommended for gazebos. Use of multiple railing styles is discouraged.

No Application is required for seasonal/temporary fabric gazebos if all the following conditions are met:

- The unit is in the rear yard, behind the dwelling and is as inconspicuous as possible.
- The unit is anchored into the ground.
- The fabric is blue, green, or tan solid color, or blue, green, or tan with white stripes only.
- At the end of the summer, no later than October 1st, the unit is removed.

An application is required if any of the above conditions are not met.

Application Requirements:

1. A site plan showing the relationship of the proposed structure to the existing structures and property lines.
2. Description including materials, dimensions, height above grade, and details of railing systems, stairs, and colors.
3. Color photo, brochure, or drawing.
4. Paint or stain sample, if applicable.
5. Description of installation of or changes in exterior lighting (see LIGHTING).

GRILLS, OUTDOOR KITCHENS, AND FIRE PITS (PERMANENT)

An Exterior Alteration Application is required for all permanent grills, outdoor kitchens, and fire pits. Grills and fire pits should be located behind the dwelling, and at least fifteen (15) feet from the dwelling and ten (10) feet from property lines. Outdoor kitchens should be built into the deck or patio space. Fire pits should be no more than four (4) feet in diameter and no more than two (2) feet in height. Fire pits must include a spark-resistant screen on top of the pit unless located on hardscaping. All fire pits must conform to Howard County Fire Code.

Application Requirements:

1. A site plan showing the proposed location of the grill or fire pit in relation to the existing structures and property lines, including dimensions.
2. Description including materials, dimensions, and color.
3. Description of grill or fire pit base and fire pit cover.
4. Color photo, brochure, or drawing.

GUTTERS AND DOWNSPOUTS

Fast Track is Available

Downspout extensions, including plastic corrugated drainpipes, which are positioned on top of the ground should be no longer than five (5) feet (measured from the base of the downspout). Residents should ensure that any repositioning of downspouts does not create drainage problems for neighbors.

No Application is required if any of the following conditions are met:

- The gutters and downspouts are the same color as the siding or trim.
- The replacement gutters and downspouts are the same color and in the same locations as the existing gutters and downspouts.

An application is required if one or both above conditions are not met.

Application Requirements:

1. Description including materials and color.
2. Drawing, diagram, or photo of house showing the proposed location of the gutters and downspouts, if the proposed location differs from the existing gutters and downspouts.

HEATING/AIR CONDITIONING SOURCES *and* ABOVE GROUND FUEL TANKS

The preferred location for a heat or air conditioning unit or tank is at the back of the house, or a screened location at the side of the house. A fuel or propane tank should be adequately screened. Generally, window A/C units will not be approved. The homeowner should consult Howard County Department of Planning & Zoning at 410-313-2350 to ensure compliance with any County regulations.

Application Requirements:

1. A site plan showing the location of the heating/air conditioning unit or tank, and any proposed landscaping or fencing for screening purposes.
2. Description including materials, dimensions and color of unit or tank.
3. Color photo, manufacturer's drawing or brochure showing the unit or tank.
4. Description of any proposed screening, fencing (including materials, dimensions, and color) or landscaping, if applicable.

H.O.A. DEVELOPMENTS

Common HOA property: When making an exterior change to the common areas or structures of a townhouse, condominium or other private HOA development, an Exterior Alteration Application shall be submitted. The application shall be signed by a member of the Board of Directors of the respective association.

Applications shall include sufficiently detailed information to permit understanding and evaluation of your proposal. HRCA office staff are available to answer questions about alterations and advise on what information should be included.

HOLIDAY DECORATIONS

Temporary, holiday decorations and lighting are permitted if they are placed on a resident's property no more than 30 days prior to the holiday and removed within 30 days after the holiday.

HOT TUBS, SWIM SPAS AND WHIRLPOOLS

An Exterior Alteration application is required for all hot tubs and whirlpools. Hot tubs, swim spas and whirlpools should be located to the rear and between side walls of the dwelling and generally not more than twenty (20) feet from the dwelling. They should not protrude more than four (4) feet above the adjacent ground or deck level, should not be more than eight (8) feet by fourteen (14) feet in size, and should be of a material that will blend with surrounding structures. Additional screening with fencing or landscape buffers, such as evergreen shrubs, may be required to reduce the impact on adjacent property owners' privacy.

Residents should keep in mind that not all lots are suited to hold a hot tub, swim spa, or whirlpool. All hot tubs, swim spas, and whirlpools must be in compliance with Howard County code.

Application Requirements:

1. A site plan showing the location of the hot tub, swim spa or whirlpool in relation to existing structures, and property lines.
2. Description including materials, dimensions, color, and style.
3. Color photo, manufacturer's drawing, or brochure.
4. Description of proposed screening, fencing (including materials, dimensions, and color) or landscape screening, if applicable (see FENCING, and LANDSCAPING).

IN-HOME BUSINESS GUIDELINES

Fast Track Is Available

An in-home business is defined as any business conducted on a residential lot, except for licensed in-home child day care as provided in the Family Law Article, Code of Maryland. Such business ventures may include, but are not limited to, arts & crafts, professional services, private tutoring, and mail-order business. Those who work virtually from home are not considered an in-home business.

An in-home business approval is not transferable to a new owner or new location. Any variance from the terms of an approved application will be considered a Covenant violation. The Resident Architectural Committee (RAC) reserves the right to request a resubmission of the application if there is a complaint about the business.

No sign or other advertising device of any nature shall be placed upon any lot. This restriction does not prohibit the use of professional titles such as M.D., Attorney-At-Law, etc., on small (2" X 4") nameplates located on doors or adjacent to doorbell buttons (see SIGNS).

Approval is not required for occasional casual use, such as children's ventures, garage sales or yard sales, provided that all evidence of the use is removed at night, and that such use is not conducted for more than six (6) days within any six (6) month period.

An in-home business must meet all the following conditions:

- Be clearly incidental to, or secondary to, the residential use of the dwelling unit.
- Not require the use of a commercial vehicle or require one to be parked on the property.
- Not involve the sale of goods or merchandise on the premises.
- Not require the alteration of the dwelling unit in any way which would make it unsuitable for future use as a residence or require the construction of accessory buildings or building additions not suitable for normal residential uses.
- Be of a type which is customarily and traditionally carried on within a dwelling unit by one or more occupants of the dwelling, except that in connection with the practice of a profession, one person not residing in the dwelling may be employed.
- Not be of a type which will create unpleasant odors, undue noise, pedestrian, or vehicular traffic, or which will make unusual demands on neighborhood parking, community facilities or services.
- Not violate any Howard County ordinances.

For Fast Track Process, the following conditions must be met:

- All the conditions listed above are met.
- No employees will be working on premises.
- No additional parking required.

Approval of a project by the RAC/AC does not relieve a resident of his/her obligation(s) with respect to applicable Federal or state laws or Howard County codes, regulations, laws or permits.

LANDSCAPING, RAIN GARDENS, *and* VEGETABLE GARDENS

LANDSCAPING

A master plan for landscaping is recommended even if planting is to be done in stages. It is strongly recommended that plantings be arranged in clusters or groups rather than in straight lines to give a more natural effect. When having mulch or other bulk materials delivered, items must be placed on your own property, not sidewalks, parking pads, streets, rights-of-way, etc. For tree removal, refer to the guideline for Tree Removal.

Suggested Guidelines for Watershed-friendly Landscaping:

- **Please 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://www.nps.gov/plants/pubs/Chesapeake/pdf/chesapeakenatives.pdf>.
- **Please 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 (*Lamiaestrum 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 http://mdinvasivesp.org/list_terrestrial_plants.html.
- **Please 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.
- **Avoid over-fertilizing.** If possible, 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. Maryland Lawn Fertilizer Law requires that homeowners do not fertilize between November 15 and March 1
- For more information about watershed-friendly landscaping, please contact the village office at 410-730-7327.

An Exterior Alteration Application is required for, but not limited to, the following:

- Any plantings used as a hedge, windbreak or for screening purposes. Hedges will be considered on an individual basis.
- Landscaping which involves a change of grading or slope, or installation of a retaining wall or other structure.
- Ponds/water features require plot plan, description of design and dimensions. It is recommended that ponds/water features be incorporated into a landscape plan.
- Using decorative objects (i.e., river rocks, pressure treated lumber, border fences, landscape edging greater than 6 inches high) around plantings.
- Edging should complement the style of the house.

When an application is approved contingent on a provision for landscape screening, the plants shall be of sufficient density and height to provide immediate impact.

The following items are not permitted:

- Unnatural materials such as plastic fencing, artificial flowers, artificial turf, and painted rocks (see Decorative Objects).
- Plastic or rubber driveway or parking pad edging that exceeds more than one inch above the ground.

No Application is required for the following:

- Shrubs (unless used as a hedge), foundation plants, small annual or perennial beds, ground covers, or single specimen trees which, at maturity, will be in scale with the dwelling size.
- Landscape edging if less than 6 inches high and made of earth toned wood, wood-like material, brick, or stone.

An application is required for all other situations.

Application Requirements:

1. A site plan showing the location and dimensions of the proposed landscaping in relationship to the property lines, dwelling, and other structures on the property.
2. Description including dimensions and colors of plants, rocks, and other materials.
3. Color photo, brochure or sample of rocks, and other non-plant materials.

RAIN GARDENS

Fast Track is Available

An Exterior Alteration Application is required for all rain gardens.

Fast Track Process is only available for rain gardens installed through the Columbia Association (CA) Rain Garden Cost Share program.

Application Requirements:

1. A site plan showing the location and dimensions of the rain garden in relationship to the property lines, dwelling, and other structures on the property.
2. A design plan or diagram showing the placement of rocks and plants.

VEGETABLE GARDENS

Plant supports and dead vegetation must be removed at the end of the growing season.

Vegetable garden fencing should be as subtle as possible and removed after the growing season. Permanent fencing requires an application (see FENCES).

No Application is required if all the following conditions are met.

- Garden does not extend further than fifteen (15) feet beyond the rear of the dwelling.
- Garden size does not exceed 200 square feet.
- Garden is not planted on a grade which will cause damage to property below it by the flow of water onto lower property.

An application is required if any of the above conditions are not met.

Application Requirements:

1. A site plan showing the location and dimensions of the proposed vegetable garden in relationship to the property lines, dwelling, and other structures on the property.
2. Description including types, sizes, and color of plants and other materials to be used.
3. Description including material, height, and color of fencing, if applicable. Color photo or brochure is helpful.

LIGHTING

An Exterior Alteration Application is required for lighting if there is a change in style, size, shape, color, or location, or if additional light fixtures are to be installed on existing or new structures.

Applications for exterior additions, such as, garages or carports, should include details of the lighting fixtures proposed. All wires and related parts should be inside the structure with no exterior wires. Channel covers should be painted to match siding. Generally, fluorescent tube lights used in outdoor areas and carports are not permitted. Lighting for play or sports areas will be considered on a case-by-case basis.

Before digging, it is required that residents contact "Miss Utility" at 1-800-257-7777.

1. Replacement of existing light fixture

No application is required for the replacement of an existing light fixture if the following condition is met:

- Reasonable match to the old fixture in style, finish, and size.

An application is required if there is a change in style, size, shape, color, or location.

2. Security lighting, floodlights, and various types of high output lights

No application is required for security lighting, floodlights, and various types of high output lights if all the following conditions are met:

- No more than two sets of security lights (more require an application)
- Must be installed to be carefully aimed so that they illuminate only a specific area. Some fixtures may have to be shielded.
- Lights should be angled downward only, to not shine on adjacent property or public space.

An application is required if any of the above conditions are not met.



3. Path lighting

No application is required for path lighting if the following conditions are met:

- Color should be black, bronze/brown or complement siding color.
- The lights should be evenly spaced along the driveway or walkway.



Application Requirements:

1. A site plan showing the location of the proposed lighting.
2. Description including materials, dimensions, color, style, and number of lights.
3. A photograph, brochure, or sample showing the style, and color/finish of the light fixture.

MAINTENANCE

1. **Section 6.01** of the Hickory Ridge Village Covenants refers specifically to the maintenance of one's property.
 - "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 in such frequency as is consistent with good property management."
 - "...good property management..." as stated in Section 6.01 of the Covenants is generally interpreted to mean taking reasonable efforts and measures to care for all exterior portions of dwellings and other improvements so that they in no way detract from the appearance of the neighborhood. It refers to the appearance of the lot in general, including but not limited to lawn, trees, shrubs, buildings and/or improvements.
 - Maintenance of sidewalks, the grass area between the sidewalk and the street, cul-de-sacs, and driveway apron areas, including mowing, trimming, and snow removal, is the responsibility of the adjacent property owner even though they exist on the county right-of-way. Trees on personal property must be pruned to allow clearance for walkers/bikers.
 - Cul-de-Sac Islands. Maintenance of the cul-de-sac islands is the responsibility of all adjacent homeowners.
2. **Section 8.06** of the Hickory Ridge Village Covenants states "No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot." Refuse and trash includes, but is not limited to garbage, unusable items, items no longer in use, vehicle parts, dead vegetation, tree branches, and plastic and paper bags. Out-of-season items, tools, ladders, and other similar items may not be stored in the open.
3. Howard County law requires owners to pick up after their pets and dispose of waste material in a sanitary manner or face possible legal penalties. This applies to dogs and cats, on and off one's property, including all open space and public land.
4. Trash and Recyclables – Please refer to the Trash and Recyclables Guideline.
5. If a resident requires the use of a dumpster or a storage unit on their property, call the Village Office at 410-730-7327 or send an email to info@hickoryridgevillage.org to alert staff as to the circumstances (see TEMPORARY STORAGE UNIT).

MAJOR BUILDING ADDITIONS

An Exterior Alteration Application is required for all major building additions including, but not limited to adding additional stories, expanding the dwelling's existing footprint, carports, garages, greenhouses, porches, rooms, screened porches, deck enclosures, and carport enclosures. The design of major additions must be consistent with the existing shape, style, and size of the dwelling in the following ways:

- Siding, roofing, and trim materials should be the same as or compatible with the existing materials of the dwelling in color and texture.
- New windows and doors should be compatible with those of the existing dwelling in style, window grids and color. These should also be located on walls at the approximate height as those of the existing dwelling and be trimmed in a similar manner. If existing windows have grids, the new windows should have grids on the entire house; if existing windows do not have grids, the new windows should not have grids on the entire house.
- Roof eaves and fascia should be the same depth, style and approximate height as existing eaves and fascia. New roofs should be the same approximate slope as those existing on the dwelling.
- Living space (such as, but not limited to, room additions, sunrooms, enclosed porches) should not extend into the ten (10) foot setbacks of property lines.

The following conditions shall determine the acceptability of addition locations:

- Additions should not significantly impair the view or the amount of sunlight or ventilation of adjacent dwellings, or the public's use or enjoyment of open space. New windows, doors or viewing areas from the addition should not infringe upon existing internal or external private areas of adjacent dwellings.
- New additions should not create situations in which adjacent neighbors will have difficulty adding to, modifying, or maintaining their dwellings.
- Additions should not adversely affect drainage or runoff conditions on adjacent properties through changes in grade, diversion of flow, or other modifications.

Application Requirements:

1. A site plan showing the location of the addition.
2. Drawings to scale of new construction, including all dimensions and elevations of all views.
3. Description including materials, dimensions, style, and color of all exterior items such as siding and trim, roof, windows, doors, garage doors, porches, skylights, light fixtures, landscaping, etc.
4. Color photos, samples or manufacturer's brochures of the proposed materials, colors, etc.

OTHER ALTERATIONS

It is impossible to write guidelines necessary to cover all exterior changes. When a guideline is not available for the project you are proposing, a complete Exterior Alteration Application may be required. Applications should include sufficiently detailed information to permit understanding and evaluation of your proposal. HRCA office staff are available to answer questions about alterations and advise on what information should be included.

PAINTING/STAINING

An Exterior Alteration Application is required when any structure, including decks and fences, or trim is to be painted or stained a color different from the existing color.

Residents are discouraged from using more than three colors on the exterior of the dwelling. The foundation color should complement the new siding color.

Detached garages should be painted or stained to match the dwelling. Color changes for shared garages or shared carports will be considered on a case-by-case basis.

No Application is required if the paint or stain is the same as the original in both color and shade.

An application is required for all other situations.

Application Requirements:

1. Paint or stain color samples.
2. Description of the structures or areas to be painted or stained.

PATIOS AND WALKWAYS

An Exterior Alteration Application is required for new or expanded patios and walkways, or for any material changes in existing patios and walkways.

Generally, for single family dwellings, patios should not extend more than twenty (20) feet from the rear of the dwelling and should not extend into the ten (10) foot setbacks of property lines. Additionally, patios should not protrude beyond sides of the house.

Care should be taken not to disturb existing contours. Terracing to follow existing land contours should be built in small increments, or railings should be provided.

No Application is required if any of the following conditions are met:

- If a patio or walkway is replaced with a new patio or walkway identical in color and size to the existing.
- If a ground-level patio or walkway would be fully enclosed by an existing privacy fence.

An application is required for all other situations.

Application Requirements:

1. A site plan showing the location of the proposed patio or walkway, including dimensions.
2. Material description, including the dimensions, color, and style.
3. Color photos, samples, or brochure of the proposed materials.

PLAY EQUIPMENT

An Exterior Alteration Application is required for most play equipment. All play equipment (swing sets, trampolines, playhouses, tree houses, etc.) should be located behind the dwelling as inconspicuously as possible. They should be at least ten (10) feet from the rear and side property lines. Trampolines and tree houses should blend with the surroundings and will be considered on a case-by-case basis.

Metal equipment should be painted dark brown or, green. Wood equipment should be left natural or stained/painted a dark wood tone color. It is preferred that the canopy be solid blue, green or tan. Playhouses should generally match the existing dwelling in style and color or blend in with the natural surroundings.

All play equipment must be in proportion in height and length to the property. Care should be taken not to overpower the property with play equipment.

No Application is required if one or more of the following conditions are met:

- Smaller play equipment, intended for toddlers, is limited to two pieces.
- A single sandbox that does not exceed twenty (20) square feet in area, and one (1) foot in height. Construction materials are wood or plastic.

An application is required for all other situations.

Application Requirements:

1. A site plan showing the location of the play equipment.
2. Description including materials, dimensions, style, and color.
3. Color photos, drawings, or manufacturer's brochures.

PRIVATE SWIMMING POOLS

An Exterior Alteration Application is required for all pools (other than portable above-ground pools not more than 24" deep). Private pools are generally discouraged.

The primary factors to be considered when evaluating an application for a pool will be the size and location of the pool, the fencing proposed (County regulations determine minimum fencing requirements), any grading changes, landscaping, proximity to neighboring properties and public areas.

Pools should be located in the rear yard. Generally, private pools and decking should be at least twenty (20) feet from the property lines. The homeowner is responsible for grading and drainage, which should be carefully evaluated when making site selection.

Careful consideration must be given to fencing used around any proposed pool. A landscape buffer, such as shrubbery, is encouraged to soften the visual impact of the pool and fencing on neighboring properties.

Please note: Above-ground pools will not be approved.

Application Requirements:

1. A site plan showing the location of the proposed pool and its associated equipment.
2. Drawings of the proposed pool, with dimensions, showing:
 - Deck areas
 - Patio
 - Lighting
 - Walkways
 - Fence
 - Other structural changes (fire pit, grill, kitchen, pool house, etc.)
3. Description including materials, dimensions, style, and colors of all elements.
4. Color photos, samples, or manufacturer's brochures of the proposed materials.
5. Landscaping plan
6. Grading plan

RADON MITIGATION UNITS

Radon mitigation units should be located in an area with minimal visual impact.

No Application is required if the pipe is located alongside a downspout (on the side or rear of the dwelling only) and painted to match. It is also acceptable for the pipe to be vertically placed on the side or rear of the dwelling and painted to match the siding.

An application is required for all other situations.

Application Requirements:

1. Description including material, dimensions, colors, and location.
2. Color photo, brochure, or drawing of unit.

RAIN BARRELS

An Exterior Alteration Application is required for all rain barrels. Rain barrels should be maintained at all times and kept free of standing water. The drainage/overflow/runoff should be properly diverted to not flow onto neighboring properties. Rain barrels must be located against the dwelling and landscape screening should be considered to soften the visual impact. If possible, rain barrels should complement the dwelling in color.

Application Requirements:

1. A site plan showing the location of the proposed rain barrel(s).
2. Description including materials, dimensions, color, style, and capacity.
3. Color photo, brochure, or drawing.

ROOFS

No Application is required if the roof will be replaced with a similar material and similar color.

An application is required for all other situations.

Application Requirements:

1. Description including materials, color, and style.
2. Location description (dwelling, carport, garage, etc.).
3. Color photos, samples, or brochure of the proposed material.

SECURITY CAMERAS

No application is required for security cameras if all the following conditions are met:

- Doorbell style cameras installed in the doorbell location.
- Wireless cameras no larger than 4" wide by 4" length by 4" height.
- The placement of no more than 4 cameras on the property.
- Camera exterior color should be black, white, or matching the color of the surface to which it is attached.

An application is required for cameras on shared carports or shared garages and all other circumstances. All wiring should be hidden from view.

Application Requirements:

1. A site plan of the property.
2. A photo of the dwelling and structure(s) indicating the location of the cameras.
3. The number of proposed cameras.
4. Description including materials, dimensions, color, and style.
5. A color photograph or a manufacturer's illustration.

SHEDS

An Exterior Alteration Application is required for all sheds. Generally, sheds larger than eight (8) feet wide by ten (10) feet long by eight (8) feet high may not be approved. Sheds with barn-style roofs, decorative embellishments, or contrasting trim are discouraged.

Sheds should be located behind the dwelling as inconspicuously as possible, and at least ten (10) feet from property lines. Landscape screening should be considered to soften the visual impact of the shed to neighboring properties and the street.

Sheds should be similar in color to the dwelling. If a dwelling color change is made, the existing shed should match.

Townhouse owners should be aware that there may be additional requirements or restrictions. If you have any questions, please contact your townhouse's homeowner's association.

Application Requirements:

1. A site plan showing the location of the shed and distance to property lines.
2. Description including materials, dimensions (including height at peak), color, and style.
3. Color photo, brochure, or drawing.
4. Screening plan, if applicable.

SIDING AND SHUTTERS

An Exterior Alteration Application is required if the new siding is different in orientation, style, color, or material. When changing the color of the siding, the foundation should complement the new color.

Detached garages and carports should be sided to match the associated dwelling.

The style of existing trim work at soffits, corners, eaves, windows, doors, accent panels, shutters or other stylistic features should be retained in the residing design.

Please Note: It is the owner's responsibility to ascertain whether the proposed building material meets the Howard County building and fire codes.

SIDING

No Application is required if any the following conditions are met:

- Aluminum siding is being replaced with vinyl siding in same orientation, color, and style.
- Vinyl siding is being replaced with vinyl siding in same orientation, color, and style.
- Wood siding is being replaced with wood siding in same orientation, color, width, and style.

An application is required for all other situations.

Application Requirements:

1. Description including material, orientation, color, texture, width, and style.
2. Please include details about accessory buildings. Re-siding or repainting of such structures may be required.
3. Color photos, samples or manufacturer's brochures of the proposed materials, colors, etc.

SHUTTERS

No Application is required if existing shutters are replaced with shutters that are identical in color and style to the existing. Louvered shutters may be replaced with flat-panel shutters (and vice-versa) of the same size and color and in the same locations. Shutter color and style must be consistent on all sides of the dwelling.

An application is required in all other circumstances.

Application Requirements:

1. Description including material, color, and style.
2. Location description (e.g., all windows, front windows only, upper windows only, etc.).
3. Color photos, samples or manufacturer's brochures of the proposed materials, colors, etc.

Approval of a project by the RAC/AC does not relieve a resident of his/her obligation(s) with respect to applicable Federal or state laws or Howard County codes, regulations, laws or permits.

SIGNS

The placement of all signs, including temporary signs, must be in compliance with the Howard County Sign Ordinance. Signs should be neatly lettered, clean, have a professional appearance and be maintained in good condition. For County sign regulations, call 410-313-1830.

No Application is required for temporary signs as outlined below:

- Rental or sale of residential property.
- Signs advertising contracted work being done on a property may be posted for no more than thirty (30) days. These signs must be removed upon completion of the project. One sign is permitted per lot.

No Application is required for Home Security signs if the following criteria are met:

- A free-standing home security sign no more than twelve (12) inches square.
- Free standing signs mounted on a metal stake or wood post located no further than ten (10) feet from the front or back of the dwelling.
- No more than two freestanding signs per property.

An application is required for all signs of a permanent nature.

Application Requirements:

1. Description of the sign(s) to include the color, font, wording, location, size, material, and shape must be provided.
2. Color photos, samples or manufacturer's brochures of the proposed materials, colors, etc.
3. A site plan showing the location of the sign(s) and their distances to property lines.

SOLAR PANELS

Fast Track is Available

An Exterior Alteration Application is required for all solar panels as they can have a considerable visual impact on a structure due to their size. Large panels on a sloping roof must appear to be flush with the roof. Panels on a flat roof should be set back and concealed with a parapet unless integrated with the roof design of the structure. All pipe work and its location should be illustrated in the application.

Free standing panels should be located behind the structure and concealed from the road, neighboring properties, and Open Space.

Please Note: The homeowner will be held responsible for the maintenance of solar panels regardless of whether they are rented or purchased.

For Fast Track Process, panels must be flush mounted to the roof.

Application Requirements:

1. Description including the materials, dimensions, and color.
2. Drawing, diagram, or photo of house showing the proposed location and number of solar panels.
3. Drawing, diagram, or photo showing location of conduit piping and inverter box.

SPORTS EQUIPMENT

An Exterior Alteration Application is required for all permanently installed sports equipment.

Seasonal sports equipment, when not in use, should be kept in the back yard where it is not visible from other properties. For long periods when equipment is not in use, the equipment should be stored out of sight.

For basketball equipment, freestanding poles are to be located close to the dwelling. Freestanding, in-ground basketball poles and basketball courts may be installed in rear yards. Any lighting provided for evening play should only illuminate the court and should not illuminate neighbors' properties.

Application Requirements:

1. A site plan showing the proposed location of the sports equipment.
2. Description of the proposed equipment including materials, colors, dimensions, and style.
3. Color photo, brochure, or manufacturer's drawing.
4. Screening plan, if applicable.

TEMPORARY STORAGE UNIT (i.e., PODS) AND DUMPSTERS

No application is required. Storage units (no more than two) and dumpsters may remain on the lot for **no more than** thirty (30) days within one (1) calendar year. Residents/Homeowners **must** contact the Covenant Advisor at Hickory Ridge (410-730-7327) **prior** to having a storage unit or dumpster delivered to their property.

For additional information on dumpsters please contact the Howard County Department of Planning & Zoning at 410-313-2350 to ensure compliance with the county code.

TRASH AND RECYCLABLES

Please refer to Section 8.06 of the Hickory Ridge Village Covenants.

Trash and recyclables may not be put out before 6:00 pm the night prior to pick up. Receptacles must be collected the same day of the pickup and stored to minimize visibility from adjacent properties.

No refuse or bulk materials may accumulate on any lot and no items may be disposed of on Columbia Association Open Space.

Information about recycling, trash collection, and bulk item collection can be obtained by calling Howard County at 410-313-6444 or by emailing <https://www.howardcountymd.gov/>.

TREE REMOVAL

When a tree is removed, the stump should be removed to below ground level. If there are large, protruding roots, they should also be removed. The area should then be blended with the surrounding landscaping. For example, if the surrounding area is grass, the area should be leveled and re-seeded. If the area is within a planting bed or grouping of trees, it should be mulched. The intent is that there be no sign that a tree was ever there.

All wood should be removed or stacked and split within 60 days of tree removal (see Woodpile Guideline for more information).

No Application is required if any of the following conditions are met:

- The tree is dead.
- The tree is less than six (6) inches in diameter (measured from a point two (2) feet above ground level).
- There is only one tree being removed, regardless of size, and no other trees have been removed from the property within the last twelve (12) months.
- Up to two trees may be removed, regardless of size, when they are within fifteen (15) feet of the dwelling.

An application is required for all other situations.

Application Requirements:

1. A site plan showing the location of the tree(s) to be removed.
2. The tree(s) should be marked (ribbon, etc.) to assist in identification during the site visit.

VEHICLES (Personal, Commercial and Recreational, including trailers)

- **Vehicles (cars, trucks, etc.) with current registration tags are permitted parking only on designated, paved, parking areas on any lot.** For alternate storage locations, please contact the Columbia Association Open Space Office at 410-312-6330.
- Vehicle renovation or extensive repairs may **ONLY** be undertaken in enclosed garages.
- Inoperable vehicles and any vehicle without current registration may **NOT** be stored in the open on any lot.
- Campers, boats, trailers, recreational vehicles, buses, jet skis and any other equipment/vehicles transported by trailer may **NOT** be stored in the open on any lot.
- Commercial vehicles, exceeding one ton, may only be parked on lots while carrying out of services on that lot. Contact the nonemergency police number for commercial vehicles in the street: (410) 313-3700.

WINDOWS AND SLIDING GLASS DOORS

An Exterior Alteration Application is required for all windows and sliding glass doors that vary from the existing. Windows should be in keeping with the style and exterior color scheme of the dwelling. Proposed additional windows and sliding glass doors should be consistent with other existing windows (e.g., grids, mullions, trim, color, etc.).

Please Note: Townhouse and condominium owners may have additional requirements or restrictions. If you have any questions, please consult with your townhouse or condominium association's board.

No Application is required if either of the following conditions are met:

- The sliding glass doors or windows being replaced are the exact same color, size, and style as the existing.
- Sliding glass doors that are converted to French doors (and vice versa) that are the exact same color and size.

An application is required for all other situations.

Application Requirements:

1. Description of the windows or sliding glass doors including the number, material, color, dimensions, and style.
2. Color photo, brochure or drawing showing the proposed windows or sliding glass doors.
3. For additional windows and sliding glass doors, or windows and sliding glass doors that are different dimensions or moving to a new location, please provide a drawing or photo of the dwelling showing the proposed windows and glass sliding doors in their new location(s).

WOODPILES

Woodpiles are defined as neatly stacked wood, cut to a size intended for use in a fireplace. Screening or plantings may be required.

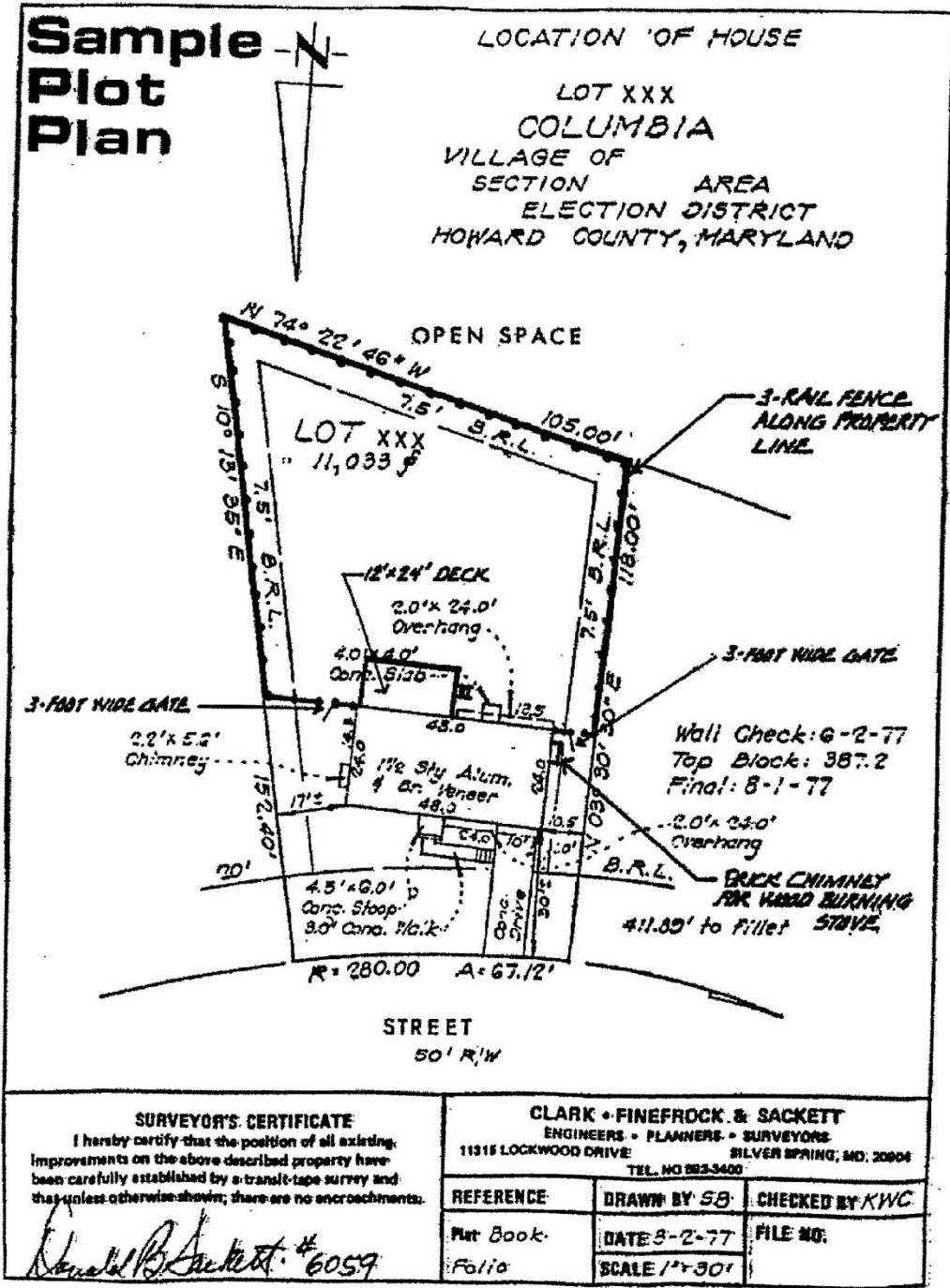
No Application is required if the following condition is met:

- The woodpile is in one location only.
- The woodpile is not visible from the street and is a minimum of ten (10) feet from property lines.
- The woodpile measures one (1) Cord or less (i.e., 4' wide x 8' long x 4' high).
- If a tarp is used, it is brown, dark green or dark gray.

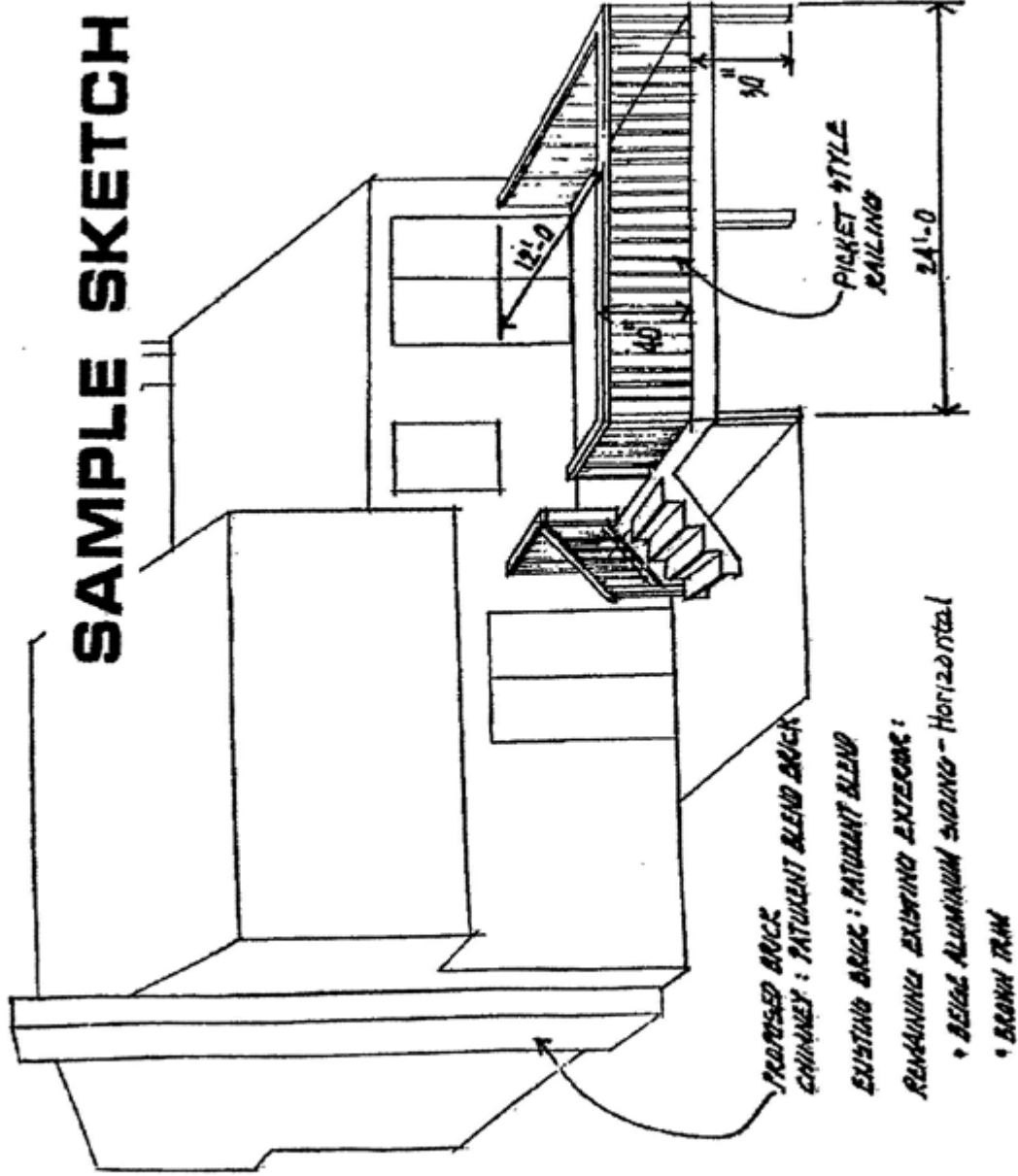
An application is required for all other woodpile conditions and locations.

Application Requirements:

1. A site plan showing the location of the woodpile, its dimensions, and distances to property lines.
2. Additionally, if a storage rack is proposed, include its dimensions, materials, and a color photo or brochure.



Approval of a project by the RAC/AC does not relieve a resident of his/her obligation(s) with respect to applicable Federal or state laws or Howard County codes, regulations, laws or permits.



Note that the sample includes specific dimensions, materials, colors, etc.



PLEASE READ BEFORE SUBMITTING APPLICATION

Exterior Alteration Applications cannot be processed and placed on the agenda unless all required information is included. Incomplete applications will be returned to the Property Owner. Please use the following checklist.

___ Read the guideline pertaining to your alteration. The Architectural Guidelines can be viewed on the Village website, hickoryridgevillage.org, under Making Exterior Changes. Printed copies are available at The Hawthorn Center.

___ Complete the application form including Type of House; Design; Current Color of house/siding, trim, roof, shutters, door; Description of Proposed Changes.

___ If changes apply to a property subject to another Homeowner's Association, it is the homeowner's responsibility to obtain approval, if required, from the Homeowner's Association which may have different or more restrictive guidelines. In most cases, the more restrictive criteria shall apply.

___ Include site plan/plat plan. Show the location of any proposed exterior alterations including distance to property lines from proposed alteration. New or replacement doors, windows, siding, and painting/staining do not require a site plan.

___ Include drawings to scale and/or pictures of the proposed alterations/additions. Please include all dimensions, including elevations of all views.

___ Include color chips, material samples, clippings, brochures and/or photos of materials. A verbal or written description is NOT acceptable for color changes. If the alteration is wood and is to remain natural, the type of wood should be noted and a statement that it will remain natural.

___ Obtain neighbor signatures. Neighbor signatures are strongly encouraged, especially in the case of the Fast Track application process. Signatures indicate awareness of intent, not approval or disapproval.

___ Sign and Date the application. Property Owner signature is required on the application. A Renter may not sign on behalf of the Property Owner.

FAST TRACK Process

Exterior alterations eligible for Fast Track are Decks, Fences, Gutters & Downspouts, an In-home business, CA Rain Gardens, and Solar Collectors. All applications for consideration under the Fast Track process must be submitted by noon on any Monday that the village office is open. Please review the Architectural Guidelines for the Fast Track requirements.

For your information: The Architectural Guidelines, Exterior Alteration Applications, In-Home Business Applications, submission deadlines and the RAC meeting dates can be picked up at The Hawthorn Center and can be found on our website www.hickoryridgevillage.org. Applicants are encouraged to attend the RAC meetings which begin at 7:30pm at The Hawthorn Center. If you have any questions regarding the Exterior Alteration Application process, please contact the Covenant Advisor at 410-730-7327 or applications@hickoryridgevillage.org. You may also stop by The Hawthorn Center at 6175 Sunny Spring, Columbia, MD 21044.



For Office Use		
HR # _____	Date Rec'd _____	Fast Track _____
RAC _____		
SEC _____	AREA _____	LOT _____

EXTERIOR ALTERATION APPLICATION

Please deliver to: Hickory Ridge Architectural Committee • 6175 Sunny Spring • Columbia, Maryland 21044
 Phone: 410 730-7327 • FAX: 410 992-5843 • E-Mail: applications@hickoryridgevillage.org

CAUTION: EXTERIOR ALTERATIONS BEGUN WITHOUT PRIOR APPROVAL OF THE ARCHITECTURAL COMMITTEE ARE IN VIOLATION OF THE COVENANTS AND AT THE APPLICANT'S OWN RISK. THE ARCHITECTURAL GUIDELINES ARE AVAILABLE AT THE VILLAGE OFFICE.

NAME: _____ ADDRESS: _____

PHONE: (DAY) _____ (EVENING) _____ E-MAIL: _____

Neighborhood: Clemens Crossing _____ Clary's Forest _____ Hawthorn _____

(Check one in each group and list colors)

TYPE OF HOUSE:	DESIGN:	CURRENT COLOR:
<input type="checkbox"/> Single Family, detached	<input type="checkbox"/> Wood	House _____
<input type="checkbox"/> Townhouse	<input type="checkbox"/> Aluminum	Trim _____
<input type="checkbox"/> Apartment or Condo.	<input type="checkbox"/> Vinyl	Roof _____
	<input type="checkbox"/> Brick	Shutter _____
		Door _____
		Other _____

All exterior alterations must be installed solely on the applicant's property. If, at any time, it is determined that any portion of a structure is placed on CA property, applicant disclaims 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.

Processing of this application will normally take 30 days, although the Covenants allow up to 60 days for review. I understand that members of the Resident Architectural Committee, the Architectural Committee and/or the Covenant Advisor are permitted by the covenants to enter my property to review the plans for any proposed alterations or in home business and this does not constitute trespass.

Having read the instructions on the reverse side, I have completed the application form in good faith, and it accurately represents the exterior alteration I propose to make. I understand that any approval is contingent upon work being completed in a workmanlike manner within **six months** of beginning construction.

 Owner's signature Date

NOTE: If a change applies to a property subject to another Homeowner's Association, it is the property owner's responsibility to obtain approval, if required, from the Homeowner's Association which may have different or more restrictive guidelines. In most cases the more restrictive criteria shall apply. Consult with your Homeowner's Association board.

DESCRIPTION OF PROPOSED CHANGES:

If more space is needed, use an additional page.

APPLICATIONS SUBMITTED WITHOUT ALL REQUIRED INFORMATION WILL NOT BE PROCESSED AND WILL BE RETURNED TO THE PROPERTY OWNER(S) FOR COMPLETION.

INSTRUCTIONS TO THE APPLICANT:

1. The following items MUST be attached for the application to be processed:

- **SITE PLAN** – plat plan showing lot boundaries, present structures, and proposed exterior alterations including distance to property lines from proposed alteration drawn on plat.
- **SCALE DRAWINGS** - of proposed alterations/additions, including all dimensions and elevations of all views. If drawings are larger than 11" X 17", submit in duplicate.
- **COLOR/MATERIAL SAMPLES** – paint chip, roof shingle, vinyl samples, brochures and/or photos of materials.
- **LIGHTING AND/OR LANDSCAPING DESIGN** - if appropriate.

2. Approval by the Architectural Committee may also be subject to additional Homeowner’s Association covenants or restrictions. In most cases, the more restrictive criteria shall apply. It is the Homeowner’s responsibility to ensure compliance with all applicable restrictions.

3. Any approval is contingent upon work being completed in a workmanlike manner and in EXACT compliance with all terms and conditions of the approval unless an amendment is requested by the applicant and approved by the Architectural Committee.

4. Work must be completed within **six months** of the beginning of construction.

ACKNOWLEDGEMENT OF ADJACENT AND/OR VISUALLY AFFECTED PROPERTY OWNERS

For Fast Track Process, a minimum of two signatures are required.

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

NOTE: Your signature indicates awareness of intent, not approval or disapproval. Please be advised that certain exterior alterations are eligible for the Fast Track process and your signature may be used for that purpose. If you have questions, please call the village office at 410-730-7327.

FOR HICKORY RIDGE ARCHITECTURAL COMMITTEE USE ONLY

Approval of this application does not relieve you of your responsibility to comply with any provisions of the Howard County building and zoning codes, and Maryland state laws. Please contact the Department of Inspections, Licenses, and Permits at 410-313-2455.

APPROVED
NOTE(S): _____

APPROVED WITH THE FOLLOWING PROVISION(S): _____

DENIED FOR THE FOLLOWING REASON(S): _____

Date of review

RAC signature

FAST TRACK Approval

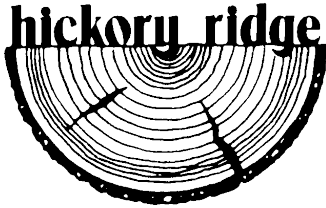
ARCHITECTURAL COMMITTEE FINAL ACTION:

Note: If you disagree with the decision, according to Article VII, Section 7.01, of the Village Covenants, a written appeal may be made within ten days of receipt: Covenant Advisor

Date

AC signature

6175 Sunny Spring, Columbia, MD 21044



For Office Use		
HR # _____	Date Rec'd _____	
RAC _____		
SEC _____	AREA _____	LOT _____

APPLICATION FOR IN-HOME BUSINESS

Please deliver to: Hickory Ridge Architectural Committee • 6175 Sunny Spring • Columbia, Maryland 21044
 Phone: 410 730-7327 • FAX: 410 992-5843 • E-Mail: applications@hickoryridgevillage.org

NAME _____ ADDRESS _____

PHONE: (DAY) _____ (EVENING) _____ E-MAIL _____

TYPE OF DWELLING OR IMPROVEMENT (i.e., Single Family, Townhouse, Condo) _____

 Owner's signature Date

NOTE: If a change applies to a condominium or townhouse, you may need to seek approval from your condominium/townhouse community. It is the applicant's responsibility to ensure compliance with all guidelines and/or restrictions. Consult with your condominium/townhouse association board.

Purpose and Description of Business:

 _____ If more space is needed, use an additional page.

Number of vehicles owned by Property Residents _____ Number of parking spaces owned by or allocated to the Applicant _____

Will a truck or other vehicle be used? If so, how many, what type, and where will they be parked? _____

Describe the nature of parking requirements necessary to conduct profession or home industry and describe how parking requirements will be met. _____

Will any business materials be stored on the property? If so, what type and where will they be stored? _____

In addition to residents, how many people will be employed? _____

What will be the hours of operation? _____

Nature and frequency of delivery requirements: _____

Describe impact to neighbors (such as traffic, late night noise, odors) from the operation of this business. _____

**APPLICATIONS SUBMITTED WITHOUT ALL REQUIRED INFORMATION WILL NOT BE PROCESSED
 AND WILL BE RETURNED TO THE PROPERTY OWNER(S) FOR COMPLETION.**

ACKNOWLEDGEMENT OF AFFECTED AND/OR ADJACENT PROPERTY OWNERS

For Fast Track, a minimum of two signatures are required.

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

NOTE: Your signature indicates awareness of intent, not approval or disapproval. Please be advised that certain exterior alterations are eligible for the Fast Track process and your signature may be used for that purpose. If you have questions, please call the village office at 410-730-7327.

FOR HICKORY RIDGE ARCHITECTURAL COMMITTEE USE ONLY

Approval of this application does not relieve you of your responsibility to comply with any provisions of the Howard County building and zoning codes, and Maryland state laws. For more information, contact the Department of Inspections, Licenses, and Permits at 410-313-2455.

____ APPROVED
NOTES(S): _____

____ APPROVED WITH THE FOLLOWING PROVISION(S): _____

____ DENIED FOR THE FOLLOWING REASON(S): _____

____ Date of review _____ RAC signature

ARCHITECTURAL COMMITTEE FINAL ACTION:

Note: If you disagree with the decision, according to Article VII, Section 7.01, of the Village Covenants, a written appeal may be made within ten days of receipt:

____ Date _____ AC signature

Covenant Advisor
6175 Sunny Spring
Columbia, MD 21044

Hickory Ridge Village Covenants Pertaining to the Architectural Process

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 in 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, HRD (or CPRA or the Association by written delegation of right and authority from HRD) during the Development Period and thereafter CPRA or the Association, after approval by a two-thirds (2/3rds) decision of the Association Board, and after fifteen (15) days written notice to the 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. In the event of such action by CPRA or the Association during the Development Period either of such entities shall act only in its own right pursuant to any such delegation and shall not act as an agent of HRD for such purpose.

SECTION 6.02. The lien provided in Section 6.01 hereof shall be in favor of the entity acting but 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 riled in a court or record in Howard County prior to the recordation among the Land Records of Howard County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

ARTICLE VII

ARCHITECTURAL COMMITTEE; ARCHITECTURAL CONTROL

SECTION 7.01. The "Architectural Committee" shall be composed of those three or more individuals so designated from time to time (i) by HRD during the Development Period and (ii) by CPRA and the Association after the Development Period, CPRA being entitled at all times after the Development Period to appoint a majority thereof. Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in this Article VII, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Committee each individual member of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by on such member of any plan 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 the (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) therefore 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) grading and landscaping plans 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 Hickory Ridge Village Covenants;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots in the vicinity;
- (e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;
- (f) objection to the grading and landscaping plans 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, a 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 the Lots, including, without limitation, exterior lighting and planting, and may issue statement of policy with respect to approval or disapproval of the architectural style or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall affect the finality of 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 including therein if such plans, specifications, features or elements are subsequently submitted for use on any 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 Hickory Ridge Village Covenants and (ii) that the plans and specifications as approved, and any condition subject to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question.

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

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

If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exist shall not have taken reasonable steps toward the removal or termination of the same, HRD (or CPRA or the Association by written delegation of right and authority from HRD) during the Development Period and thereafter 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. In the event of such action by CPRA or the Association during the Development Period, either of such entities shall act only in its own right pursuant to any such delegation and shall not act as an agent of HRD for such purpose. The lien provided in the Section 7.06 shall be in favor of the entity acting but 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 inform 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 encumbrance 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 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 or the Architectural Committee or of CPRA or the Association when the latter two entities are entitled to exercise rights of enforcement hereunder 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 hereon 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 Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;
- (b) 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
- (c) No boat trailer, house trailer, trailer, truck or any similar items shall be stored or parked 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 the Architectural Committee. The Architectural Committee 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, the Architectural Committee may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section 8.02, the Architectural Committee and its agents 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 the Architectural Committee, nor its 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 Structure in the course of construction shall be used, temporarily, or permanently, as a residence on any Lot.

SECTION 8.06. No lumber, materials, bulk material, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot. During construction of any improvements on the Property, the Owner shall keep any construction site free of unsightly accumulations of rubbish and scrap material, and construction materials, trailers, shacks and the like employed in connection with such construction shall be kept in a neat and orderly manner. 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 pickup is to be made, such place on the Lot so as to provide access to persons making such pickup. 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. HRD (or CPRA or the Association by written delegation of right and authority from HRD) during the Development Period and thereafter 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 the Architectural Committee, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given written notice fifteen (15) days prior to such action.

ARTICLE XI

RESIDENTIAL PROTECTIVE COVENANTS AND RESTRICTIONS

SECTION 11.01. The provisions of this Article XI shall relate solely to Lots designated by Final Development Plan Criteria for residential uses:

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 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. Anything herein to the contrary notwithstanding, with the written approval of the Architectural Committee and until such approval may be revoked; any Lot may be used for model home purposes or for the maintenance of 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 operated 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 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.