

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

Columbia Village

Hickory Ridge

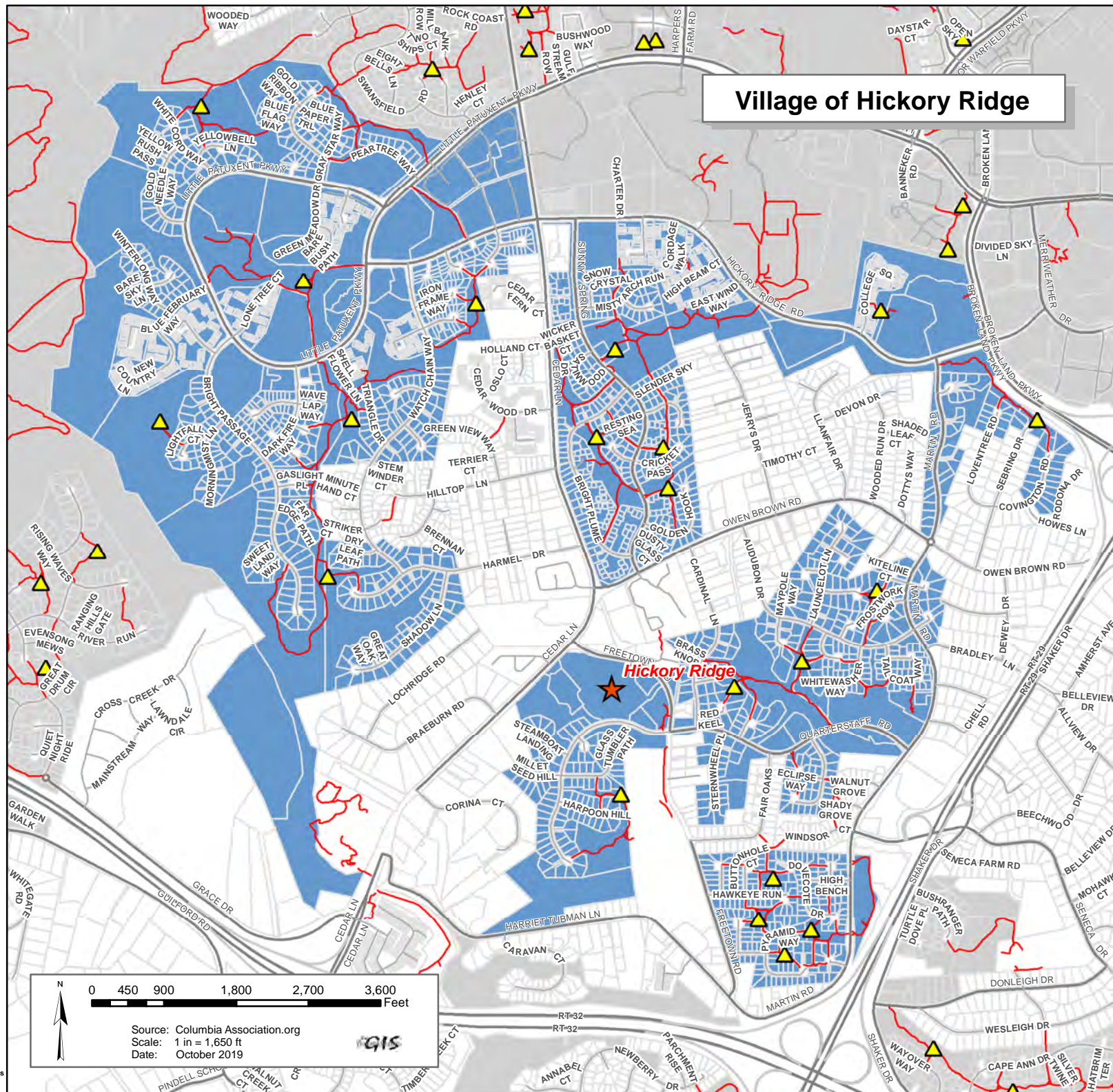
Other

Major Roads

Path/Trail

Playground

Village Center



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 2026

Date Prepared: 15-Mar-25

BOARD APPROVED OPERATING BUDGET

	Budget 2026	Budget 2025	Estimate 2025
<u>REVENUES</u>			
1 CA Annual Charge Share Grant	335,625	325,876	325,876
2 Lease & Rental	147,000	134,000	133,230
3 Tuition & Enrollment	0	0	0
4 Interest	180	180	163
5 Special Events	6,635	4,500	5,000
6 Fees	110	200	65
7 Miscellaneous	3,200	4,200	2,200
8 Gain/loss on Disposal of Asset	0	0	0
Total Income	492,750	468,956	466,534
	Budget 2026	Budget 2025	Estimate 2025
<u>EXPENSES</u>			
9 Staff Salaries	280,625	270,000	281,000
10 Janitorial Wages	0	0	0
11 Contract Labor	7,000	100	675
12 Payroll Benefits	21,500	21,000	21,500
13 Payroll Taxes	21,000	23,000	21,015
14 Janitorial Expense	30,900	29,000	30,945
15 Fees	25,300	19,500	14,200
16 Operating Expenses	9,750	11,000	9,600
17 Business Expenses	3,300	3,400	2,528
18 Insurance	11,000	12,000	10,413
19 Advertising	1,000	1,000	800
20 Newsletter	20,000	25,000	24,000
21 Other Printing	4,500	4,500	4,500
22 Donations/Contributions	9,000	11,000	13,000
23 Special Events	20,000	28,000	26,000
24 Taxes	1,600	1,600	2,465
25 Utilities	14,500	12,400	14,100
26 Repairs & Maintenance	6,640	10,100	5,000
27 Furniture, Fixtures and Equipment	3,000	5,000	2,500
28 Total Expenses Before Depreciation	490,615	487,600	484,241
29 Depreciation	2,135	5,434	5,434
30 Total Expenses	492,750	493,034	489,675
Increase/(Decrease) in Unrestricted Net Assets	0	(24,078)	(23,141)

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

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

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

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

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

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

B. When any lot, unit, share, membership or other interest, as described in Article Sixth above in connection with qualification for membership, is owned or held by more than one member as tenants by the 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 filed in a court of record in Howard County prior to the recordation among the Land Records of Howard County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

ARTICLE VII

ARCHITECTURAL COMMITTEE; ARCHITECTURAL CONTROL

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

or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in this Article VII, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Committee each individual member of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by 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 interest 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 COLUMBIA 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

)

SS:

HOWARD COUNTY

)

)

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, is 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

)

SS:

HOWARD COUNTY

)

)

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

)

SS:

HOWARD COUNTY

)

)

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 of 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.

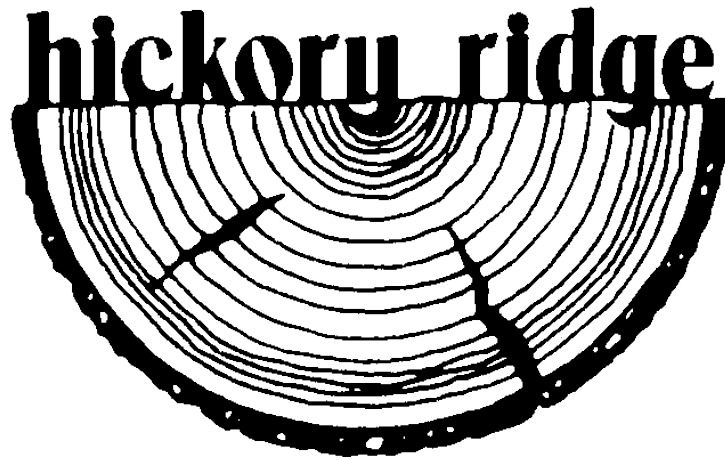
/s/ John P. Healy
Notary Public
My commission expires: 7/1/74

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 JULY 1, 2019

Dear Resident:

The Architectural Committee (AC) and the Resident Architectural Committee (RAC) of Hickory Ridge 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 at 410-730-7327 or at info@hickoryridgevillage.org.

Sincerely,

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

WHAT ARE THE COVENANTS?

First of all, 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 of 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?

Your 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, well decorated 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 have to 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 even a basketball hoop and pole. Ultimately, it is the Architectural Committee that makes that decision.

WHAT ARE THE STEPS OR 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.*

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 in the village newsletter. 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 may contact you to discuss your application and, if necessary, to 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). From here, your application goes to the Architectural Committee, with the RAC's action as a *recommendation* to the AC for final action. If your application has been 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. **Applications which are not approved cannot be resubmitted for six months.**

If you, the applicant, desire to appeal an unfavorable action by the AC, an appeal must be initiated within ten (10) days by giving written notice to the Hickory Ridge Architectural Committee, 6175 Sunny Spring, Columbia, MD 21044. The Covenant Advisor will schedule the appeal hearing at a date and time mutually agreeable to the AC 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: Approvals of the Hickory Ridge Architectural Committee may also be subject to local Association Covenants or restrictions and additional requirements of Howard County. In all cases, the more restrictive criteria shall apply; therefore, it is the homeowner's responsibility to ensure compliance with all applicable restrictions.

HOW DO I PROTEST 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 impossible, contact the Covenant Advisor at the Village Office, either by phone or in writing and indicate the reasons for your opposition. You also have the right to present testimony and evidence in person at the RAC meeting as noted above.

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 submit an application, or if your application is turned 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?

Enforcement of the Village Covenants is the job of every resident, but the routines are carried out by the Covenant Advisor, the AC, and the RAC. When architectural complaints 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 informally and asked to correct the problem, either by removal or submission of an application, or by repair in the case of a maintenance problem. Our experience is that most problems are corrected at this stage.

If informal contact does not result in action, the property owner will receive formal notification requesting action and 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 AC the responsibility to set rules and procedures for architectural control. The Guidelines presented here have been written by the RAC and the AC as a part of that responsibility.

Based upon the policies and previous decisions of the committees, the Guidelines will tell you what is most likely to be approved in typical circumstances, and also give you important information on how to prepare your application. Special circumstances regarding your property may allow the approval of an application which might be denied at another location, or the denial of one which might be approved elsewhere. The fact that your plan has been approved for use at another location does not mean that it is automatically approved for you.

WHAT IS A LETTER OF COMPLIANCE?

A Letter of Compliance is a statement which is issued upon request, usually at resale, certifying that a lot and all alterations comply with the Covenants. All buyers should request that such a letter be provided, because any prior violations become the responsibility of the new owner.

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. Due to scheduling conflicts and unforeseen circumstances, the Fast Track process may not be available during all weeks of the year.

Exterior alterations eligible for **FAST TRACK** are:

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

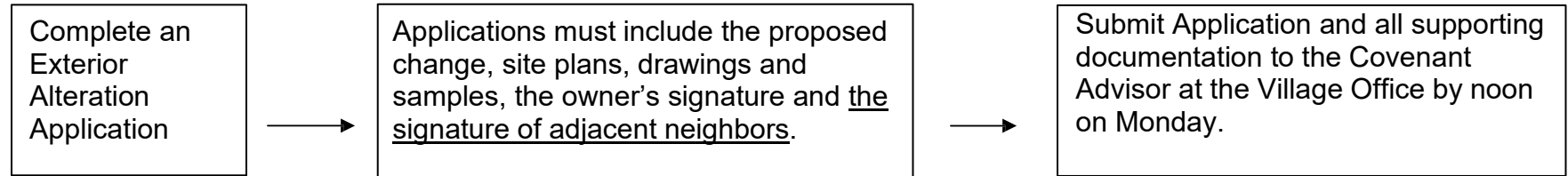
All applications for consideration under the Fast Track process must be submitted by 12 noon any Monday that the village office is open. The application form for the Fast Track process is the same form used for all exterior alteration requests. The application must be complete for consideration under 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.

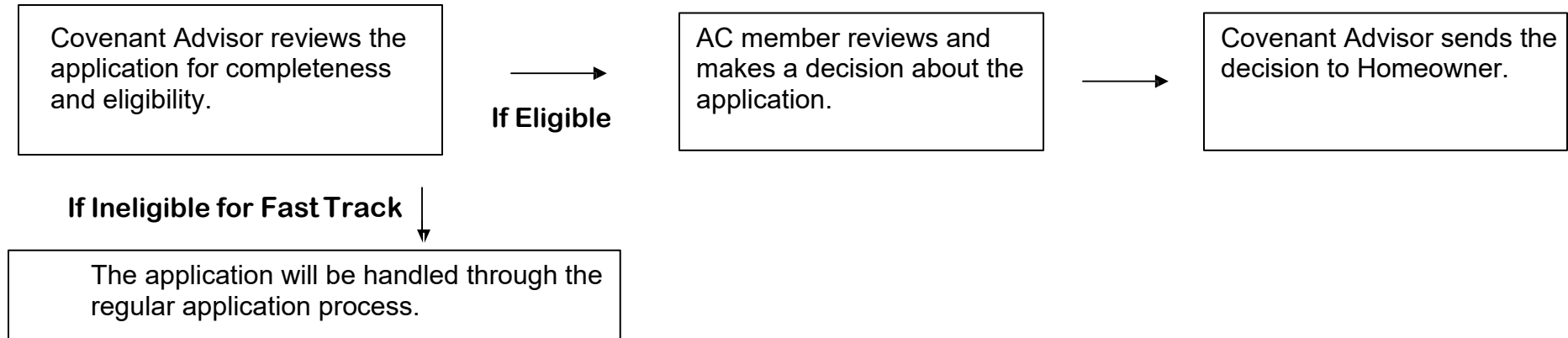
If your application is incomplete and/or not eligible for the Fast Track process, it will be reviewed at a regularly scheduled Resident Architectural Committee (RAC) meeting. The decision to shift to the regular process is final. The RAC usually meets the first and third Wednesdays of the month. A schedule 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



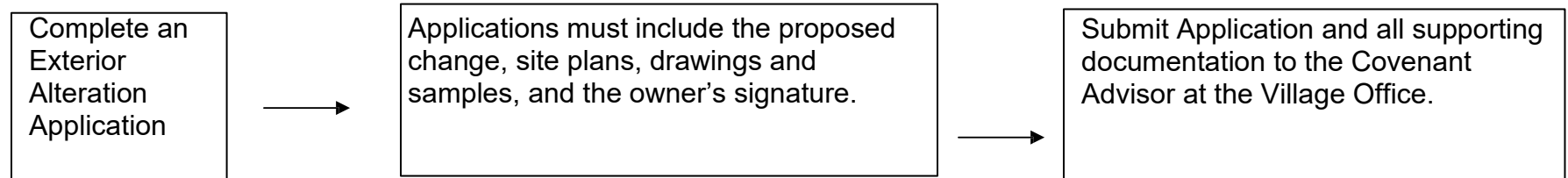
Step 2: Review by an Architectural Committee Member



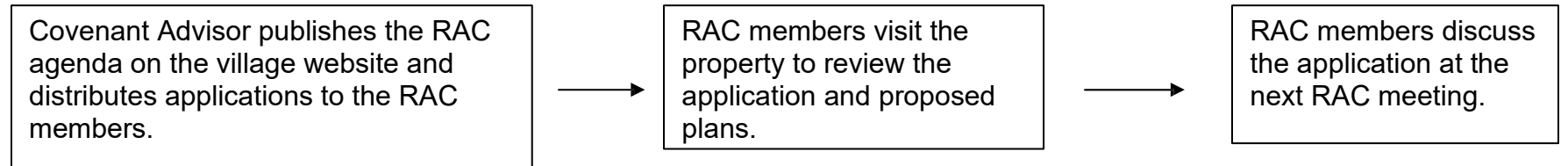
- Due to scheduling conflicts and unforeseen circumstances, the Fast Track process may not be available during all weeks of the year.
- Neighbors' signatures indicate awareness of intent, not the approval or disapproval of the proposed change.
- It is the Homeowner's responsibility to make sure that 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

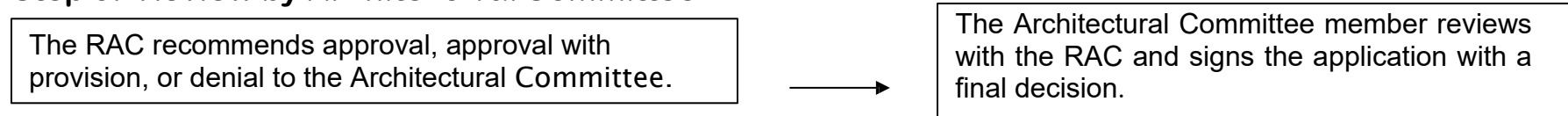
Step 1: Application



Step 2: Review by Residential 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 faxed 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

Fast Track is Not Available

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 railings, as well as changes to walkways or decks to assist the mobility of the resident. When designing an accessibility structure, give consideration to 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, and/or manufacturer's drawing of the proposed equipment such as a chairlift or a prefabricated metal ramp.
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

Fast Track is Not Available

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 of 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.
- A satellite dish or an antenna may not be installed on a pole exceeding 12 feet in height nor may television broadcast service antennas greater than 12 feet in height be installed, without prior written approval by the Architectural Committee.

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 12 feet in height, and all television broadcast service antennas exceeding 12 feet in height.

Application Requirements:

6. A site plan of the property showing the location of the proposed satellite dish and/or antenna.
7. Material description, including the dimensions, and color of the satellite dish and/or antenna.
8. Color photo, brochure, and/or manufacturer's drawing of the satellite dish and/or antenna.

APIARIES (BEEKEEPING)

Fast Track is Not Available

An Exterior Alteration Application is required for all apiaries. Apiaries will be allowed on a case-by-case basis, as not every property is suitable. Apiaries will not be allowed as an in-home business. Apiaries are governed by the Howard County zoning regulations, and are regulated by the State of Maryland.

Apiaries must meet all of the following conditions:

- The minimum front setback is 50 feet from the front lot line.
- The minimum side and rear setbacks are 25 feet from the lot line, except that the minimum setbacks are 10 feet if the apiary is located as to direct the entrances away from neighboring properties and located:
 - a. At least 6 feet above the ground; or
 - b. Behind a solid fence, hedge, or other barrier that is at least 6 feet in height and runs parallel to the property line, and extends 10 feet beyond the apiary in each direction.
 - c. At least 6 feet above any deck or other open outdoor structure that is located on an adjoining property within 25 feet of the apiary.
- A water supply shall be provided close to the apiary to minimize honeybees from seeking water off-site.
- The location and flight paths of the colony should be arranged carefully, and should be located and oriented so that flyways are above head level when the honey bees cross adjacent property lines.
- In the State of Maryland, hives must be registered. Apiaries shall comply with Maryland Department of Agriculture Regulations as they pertain to beekeeping and must be operated and maintained in accordance with Best Management Practices.
- The apiary does not create unreasonable interference with the use of others' property.

Application Requirements:

1. A diagrammed and labeled site plan showing the location of the apiary, the water source, and the flight path barrier (if applicable) in relation to the lot lines. Please indicate the feet from the house and the property lot lines.
2. Color photo, brochure and/or detailed drawing of the apiary, the structure on which the apiary sits, and the water source.
3. Dimensions of the apiary, the structure on which the apiary sits, the water source, and the flight path barrier (if applicable).
4. Material description and color of the apiary, the structure on which the apiary sits, the water source, and the flight path barrier (if applicable).
5. Landscaping plan for screening and flight path prevention.

ATTIC VENTILATORS

Fast Track Is Not Available

No Application is required if all of 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 so as 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.
- If it becomes necessary to block airflow through the ventilator, this should be done from the inside of the structure.

An application is required if one or more 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. Material description, including the color, the dimensions, and the style.

AWNINGS, SUN TRELLISES, and GARDEN TRELLISES

Fast Track Is Not Available

An Exterior Alteration Application is required for all awnings, sun trellises, and garden trellises. Sun control devices should be compatible with the architectural character of the house in terms of style, color and materials and should be consistent with the visual scale of the house to which they are attached. Awnings should be of straightforward design without decorative embellishment such as scallops, fringes and contrasting colored stitches.

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 be removed.

Application Requirements:

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

BASKETBALL EQUIPMENT

Fast Track Is Not Available

An Exterior Alteration Application is required for basketball equipment, free standing or attached; temporary or permanent. Freestanding poles include portable basketball hoop systems.

Freestanding poles are to be located close to the residence, shall not be located within 20 feet of the curb, and shall be located within the building restriction line (BRL). If located on a parking pad, the backboard is to be parallel with the front of the house. To lessen the impact on the neighbors, adequate planting may be required.

Freestanding basketball poles and backboards will not be allowed on shared parking pads or driveways which share garages and/or carports.

Freestanding in-ground basketball poles must be constructed in such a manner so as to be easily removed at the ground level.

Backboards shall be white or transparent. A marker square on the backboard in any color is allowed. The pole shall be solid white, black, brown or dark green.

Please note: In accordance with Howard County regulations, basketball hoop systems (temporary or permanent) shall not be placed in the road. Residents with complaints about basketball equipment in the County right-of-way may contact Howard County Bureau of Highways at 410-313-7450.

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

- The backboard is attached to a house, carport or garage (with the exception of shared parking pads or driveways with connecting garages and/or carports).
- The backboard is transparent or painted to match the background to which it is attached. Any color marker square on the backboard is permitted.

An application is required if one or more of the above conditions are not met.

Application Requirements:

1. A site plan showing the proposed location of the basketball equipment.
2. Description for how and where the equipment will be anchored (for attached backboards) or a detailed description of proposed in-ground installation.
3. Material description of the proposed unit, including colors, dimensions, and style.
4. Color photo, brochure, and/or manufacturer's drawing.
5. Screening plan, if applicable.

All portable basketball hoop systems require an application.



BOATS, TRAILERS, TRUCKS, *and* RECREATIONAL VEHICLES

The Hickory Ridge Village Board and the Hickory Ridge Architectural Committee define “truck” as used in the Hickory Ridge Village Covenants, Article VIII, Section 8.01 (c) as a commercial vehicle with exterior signing or lettering, or exceeding $\frac{3}{4}$ ton, or with an open (cab only), loaded or flatbed, rear section.

Mini pick-up trucks, $\frac{1}{2}$ ton pick-up trucks, sport-utility vehicles, mini vans and custom vans are acceptable vehicles when used for domestic purposes (non-commercial).

- **Vehicles with current registration tags are permitted parking only on designated paved areas.** For alternate storage locations, please contact the Columbia Association Open Space Office at 410-312-6330.
- Major vehicle renovation or repair may NOT be undertaken except in enclosed garages.
- Boats, trailers, inoperable vehicles, any vehicle without current registration, or any similar items may NOT be stored in the open on any lot.
- Campers, recreational vehicles, buses, trucks, commercial vans, jet skis and any other equipment/vehicles transported by trailer may NOT be stored in the open on any lot without prior written approval by the Architectural Committee.
- Enclosure in a carport does not constitute complete screening, unless the carport itself is screened.

CHIMNEYS AND FLUES

Fast Track Is Not Available

An Exterior Alteration Application is required for all chimney and flues. Chimney and flue installations should be in harmony with the applicant's house and surrounding houses or dwelling units. 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. Paint must be properly applied to avoid peeling. 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 the county building and fire codes.

When there is an existing chimney or flue on the house (other than the builder-provided, through-the-roof installation for the heating, ventilation or air-conditioning system), and the second flue is to be added on the same end of the house 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 house, as well as any existing chimney.
2. Material description, including the color, dimensions, and style.
3. Color photo, brochure, and/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 an 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 of the following conditions are met:

- The devices must be located to the rear of the house.
- 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 inches higher than such hanging articles, provided such fence or other enclosure is approved by the Architectural Committee.

An application is required if one or more of the above conditions are not met.

COMPOST BINS/PILES

Fast Track Is Not Available

An Exterior Alteration Application is required for all compost bins or piles. A compost pile is a contained, properly maintained area for decomposition of plant materials such as grass clippings, leaves, and wood. Compost piles are not dumping areas, and should not be used for household waste. Compost piles should be turned regularly to speed decomposition and to avoid attracting pests and vermin. A compost bin includes any structure built to house composting materials.

Compost bins/piles in the backyard should be located within the side lines of the house, and at least 20 feet from the rear property line. Compost bins/piles should be no more than a 4' X 4' square and no more than 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 house, property line and neighboring houses. On the site plan, indicate the distance between the bin/pile and the property lines.
2. Material description, including the color, dimensions, and style.
3. Color photo, brochure and/or drawing.
4. Description of materials to be used for screening, if applicable.

DECKS

Fast Track Is Available

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; however, painting and staining may be approved if the color compliments the style and color of the home (See PAINTING/STAINING). If composite material is used, it should be earth tone in color, or compliment the color of the siding.

Railing and appropriate landscaping is recommended for all decks. Use of multiple railing styles is discouraged. Contrasting colored railing (white) and metal railing will be considered if the railing compliments the style and color of the home. Spindle style railings are not permitted.

Front entrance decks, located on the street side of the house, should be compatible in color and style with the house.

Generally, townhouse deck dimensions should contain a setback of 1 foot (12 inches) 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.

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 all of the following conditions are met:

- There is no change in material, color, dimensions (footprint), picket style/design, and height of the existing deck.

An application is required for all other situations.

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

- Decks must be located behind the rear line of the house and not extend beyond the side lines of the house. For townhouses, the deck dimensions must have a setback of 1 foot (12 inches) from each edge of the unit.
- Decks must not extend more than 16 feet from the rear of the house.
- Decks must not be within 10 feet of the rear property line (for single family houses only).
- Decks must have square or rectangular floors and 2"X 2" picket railings.
- Wood must be pressure treated and left natural. Composite material must be wood tone in color.
- The decking, railing, pickets, stairs, etc. must be the same color. Decks using multiple colored materials cannot be fast tracked (ex. wood or wood-tone decking with white or metal railings).

(Decks, cont'd)**Application Requirements:**

1. A site plan showing the relationship of the deck to the house.
2. Descriptive drawing including dimensions, height above grade and details of railings and stairs (See sample sketch on pages 52 & 53).
3. Composite material samples, color photo, and/or brochure, 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 and/or changes in exterior lighting.

DECORATIVE OBJECTS

Fast Track is Not Available

An Exterior Alteration Application is required 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 home.

Generally, ornamentation should not be readily visible from the street, open space or neighbors' view. Material such as plastic fencing, artificial flowers, railroad ties, border fencing and painted rocks are NOT permitted. See Landscaping Guideline for information on landscape edging.

Application Requirements:

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

DOG HOUSES AND DOG RUNS

Fast Track Is Not Available

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 home as possible and must not be placed where they could create a nuisance condition. To ensure privacy of adjacent neighbors, dog runs and dog houses must be located at least 10 feet from the property line.

The color of the dog house and the dog house roof must match the home or blend in with its natural surroundings. Landscaping may be required. Fencing must be provided and should be consistent with the Fencing Guideline (See FENCES).

Application Requirements:

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

DOORS, EXTERIOR AND STORM

Fast Track Is Not Available

Storm doors are to be of straightforward design without any decorative embellishment. Grids and 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 the any following conditions are met:

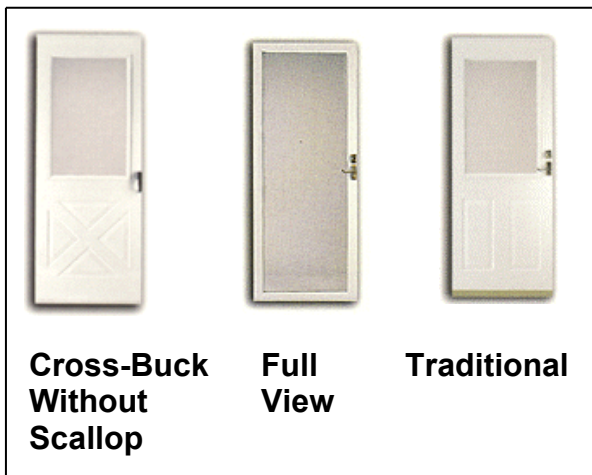
- The storm door style matches any of the approved styles shown below and the storm door matches the color of the exterior door or trim.
- There is no change in material, color, dimensions, and style of the existing exterior door or storm door.
- Sliders that are converted to French doors (and vice versa)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

An application is required for all other situations.

Application Requirements:

1. A color photo or brochure showing the door style and proposed color.
2. Material description, to include the color, dimensions, and style.
3. Description of any glass insert or sidelight.

Approved Storm Door Styles



DRIVEWAYS

Fast Track Is Not Available

Driveways should be replaced with the same type material used in the existing driveway. Scalloped edging is not permitted along driveways. Residents should contact the County regarding changes to concrete aprons.

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

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

An application is required for all other situations.

Application Requirements:

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

FENCES

Fast Track Is Available

An Exterior Alteration Application is required for all fences. Residential fences must be constructed of wood, low maintenance vinyl or acceptable composite material. Use of construction materials other than wood will be considered on a case-by-case basis. Fencing should match existing adjacent neighboring fence style. It should be of same material, height and railing style. A different fence style will be considered on a case by case basis. If there are several neighboring fence styles, the proposed fence must match the most prominent, or visible from the street. A completely different style of fence will not be approved. Front yard fencing, stockade (solid) and chain link fencing will NOT be approved. Gates should match the fence in material, style, color and height. All gates must swing onto your own property. The maintenance of a fence is the responsibility of the fence owner. All fences are to have the "finished" side on the outside.

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

Fences for Single-Family Residences:

- **Fast Track Process** is only available for three-rail, split rail style fencing for single-family residences if there are no neighboring fences or the fence is to be attached to any existing identical style split rail fence. Fence must be constructed of pressure treated lumber, left natural. Fences must be installed up to the property line and should not extend forward of the rear line of the house.
- Split rail style fencing installed up to the property line is the standard for single-family properties in Hickory Ridge. As a general rule, opaque (e.g. board-on-board) fencing will be approved only if located near the dwelling. Also, as a general rule, measured vertically, no portion of any fence shall be more than 6 feet above the final grade.
- Picket style fences shall have a maximum height of 42" and may not extend more than 2/3 of the distance from the house to the side and rear property lines.
- Fences which extend to the sides and/or rear property lines shall be fairly transparent (e.g. split rail) Careful consideration must be taken when rear yard fencing creates front yard fencing for a neighbor.
- Size requirements: Two-rail – 36 inches high, and Three-rail – 48 inches high
- If wire mesh is used, it must be securely attached to the inside of the fence, and must not extend above the top rail. The wire mesh must be of a durable material and not readily visible. Chicken wire is not acceptable.
- Fencing for in-ground pools may have different requirements. (See POOLS, PRIVATE).

(Fences, cont'd)

Fences for Townhouses and Condominiums:

- **Fast Track Process** is only available for board-on-board style fencing for townhouses if there are no neighboring fences or if the fence is to be attached to any existing identical style board-on-board fence. The fence must be constructed of pressure treated lumber, left natural, and the fence must be on the property line.
- Fences in townhouse or condominium developments must match existing, builder-installed fences and/or privacy screening (usually, single, 8 foot long sections, 5-6 feet in height, of board-on-board design). All fences are to have the “finished” side on the outside and gates must swing inward. Stockade fences are not permitted.
- Townhouse and condominium owners should be aware that there may be additional requirements or restrictions. If you have any questions, please consult with your townhouse or condominium association board.

Application Requirements:

1. A site plan showing the location of the fence and gates.
2. Material description, including the height, color, mesh wire.
3. Color photo, brochure, and/or drawing, of fence style and gate style.
4. A description of the style of any neighboring fences.

Approved Fence Styles

Board-on-Board: A board-on-board fence has alternating boards. This type of fence is sometimes referred to as a “shadow box” and is appropriate for townhouses.



(Fences, cont'd)

Split Rail: Two (36 inch) or three split rail (48 inch) fences are appropriate for single-family houses. Wire mesh, such as galvanized or vinyl coated (no poultry wire) will be permitted only on the inside of the fence.



Paddock Style: Two (36 inch) or three split rail (48 inch) fences are appropriate for single-family houses. Wire mesh, such as galvanized or vinyl coated (no poultry wire) will be permitted only on the inside of the fence.



Standard Picket: Standard picket shall have a maximum height of 42 inches.



(Fences, cont'd)

Unacceptable Fence Styles

Stockade: These styles of fences are generally **not** approved.



GARAGE DOORS

Fast Track is Not Available

Garage doors should be compatible with the house style and blend with neighboring houses.

No Application is required for replacement garage doors if all of 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 house siding or trim.
- All garage doors must match in style, material and color.

An application is required if one or more 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. Material description, including dimensions, color, and style.
3. Paint or stain sample, if applicable.

GAZEBOS

Fast Track Is Not Available

An Exterior Alteration Application is required for all permanent gazebos. An application is not required for seasonal/temporary fabric gazebos. Generally, only well-screened gazebos that blend with the surrounding environment are allowed. Gazebos should be small enough to fit comfortably on the property, and they should be built in a minimally distracting location.

Gazebos should be constructed of natural materials or acceptable composite material. All visible portions should be wood, preferably pressure treated. It is recommended that wood be left natural. However, owners of the contemporary homes may propose to match the existing trim or house color. A railing or appropriate landscaping is recommended for all gazebos. Use of multiple railing styles is discouraged.

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

- The unit is located in the rear yard, behind the house and as inconspicuously 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 one or more of the above conditions are not met.

Application Requirements:

1. A site plan showing the relationship of the gazebo to the existing structures and property lines.
2. Material description, including dimensions, height above grade and details of railings, stairs, and colors.
3. Color photo, brochure, and/or drawing.
4. Paint or stain sample, if applicable.
5. Description of installation of and/or changes in exterior lighting (See LIGHTING).

GRILLS AND FIRE PITS (PERMANENT)

Fast Track is Not Available

An Exterior Alteration Application is required for all permanent grills and fire pits. Grills and fire pits should be located behind the house and at least fifteen (15) feet from the dwelling and 10 feet from the rear and side property lines. Fire pits should be no more than 4 feet in diameter and no more than 2 feet in height. Fire pits must include a spark-resistant screen which fits on top of the pit. 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. Indicate the distance from the home and the property lines.
2. Material description, including the dimensions, and color.
3. Description of grill or fire pit base and fire pit cover.
4. Color photo, brochure, and/or drawing.

GUTTERS AND DOWNSPOUTS

Fast Track is Available

Downspout extensions, including plastic corrugated drain pipes, which are positioned over the property 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 all of the following conditions are met:

- The gutters and downspouts match the color of the house or trim.
- The gutters are permanently affixed to the house.

An application is required if one or more of the above conditions are not met.

Application Requirements:

1. Material description, including the dimensions, 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

Fast Track is Not Available

The preferred location for a heat or air conditioning source or tank is behind a chimney or a jut in the wall. A fuel or propane tank must be adequately screened with evergreens or broadleaf evergreen shrubbery, or fencing. Generally, window units will not be approved. Window or wall units are strongly discouraged. 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. Material description, including the dimensions and color of unit or tank.
3. Color photo, manufacturer's drawing and/or brochure showing the unit or tank.
4. Material description of any proposed screening, fencing (including dimensions, and color) or landscaping, if applicable.

HOLIDAY DECORATIONS

Fast Track Is Not Available

No Application is required for temporary seasonal decorations and lighting if all of the following conditions are met:

- Decorations and lighting are placed on a resident's property no more than 30 days prior to the holiday, and must be completely removed within 30 days after the holiday.

An application is required for all other permanent decorative and string lighting (See LIGHTING).

HOT TUBS, SWIM SPAS AND WHIRLPOOLS

Fast Track Is Not Available

An Exterior Alteration application is required for all hot tubs and whirlpools. Hot tubs, swim spas and whirlpools shall be located to the rear and between side walls of the residence and generally not more than twenty (20) feet from the house. They shall not protrude more than four (4) feet above the adjacent ground or deck level, shall not be more than eight (8) feet by fourteen (14) feet in size, and shall be of a material that will blend with surrounding structures. Additional screening with fencing and/or landscape buffers such as shrubs may be required to reduce the impact on adjacent property owners and to provide more 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. Material description, to include dimensions, color, and style.
3. Color photo, manufacturer's drawing and/or brochure.
4. Material description of proposed screening, fencing (including 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. It is neither the intent nor the desire of the Architectural Committee to regulate the lifestyle of village residents. However, the Committee is responsible for providing guidelines when certain arrangements take on the nature of a business venture. Such business ventures may include, but not limited to, arts & crafts, professional services, private tutoring, and mail-order business.

The Architectural Committee approval is valid for one (1) year only. The Architectural Committee may, at its option, waive this requirement on a case-by-case basis. 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 Architectural Committee 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 days in any six month period.

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

- Be clearly incidental to or secondary to the residential use of the dwelling unit.
- Not require the use of a commercial type 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 or community facilities or services.
- Not violate any Howard County ordinances.

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

- All of 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 Fast Track is Not Available

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. Care should be taken not to over-plant one's lot. 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, Norway maple, Butterfly Bush, Japanese Barberry, Daylilies, English Ivy, Burning Bush, Bamboo and Periwinkle. Invasive plants are easily spread by wind, seed and root 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" 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.
- **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.
- 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, dimensions, including depth and type of filter system. It is recommended that ponds/water features be incorporated into a landscape plan. Stand-alone pond/water features are discouraged.
- Using decorative objects (i.e. rocks, railroad ties, border fences, landscape edging greater than 6 inches high) around plantings.
- Edging must be of a style to harmonize with the style of the house. Separate areas to be edged must be edged with material of the same style, color, etc. No more than two styles of edging may be used on a property.

When an application is approved contingent on a provision for landscape screening the following criteria shall be met at the time of planting: Plants shall be a fast growing variety, and of sufficient density to provide immediate impact. Planting material shall be 2/3 the height of the object to be screened, or 4 feet tall, whichever is greater.

The following items are not permitted:

- Unnatural materials such as plastic fencing, artificial flowers, artificial turf and painted rocks. See Decorative Objects Guideline for more information.
- Plastic or rubber driveway edging that exceeds more than one inch above the ground.
- The use of white rocks in front of the home or in other locations visible from the street. An application is required for the use of white rocks in all other situations.

No Application is required for the following landscaping:

- Individual 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 house size.
- Stepping stones flush with the ground.
- 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, house and other structures on the property.
2. Material description, including dimensions and colors, of plants, rocks, and other materials.
3. Color photo, brochure and/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.

Please Note: The Hickory Ridge Architectural Guidelines **do not permit** the use of any variety of white rocks, including crushed marble, in rain gardens.

Application Requirements:

1. A site plan showing the location and dimensions of the rain garden in relationship to the property lines, house and other structures on the property.
2. A design plan or diagram showing placement of all rock and/or plant material.
3. Material descriptions:

VEGETABLE GARDENS

Fast Track is Not Available

A flower screen should be planted around the vegetable garden, if possible. Plant supports and dead vegetation must be removed at the end of the growing season.

Temporary garden fencing must be no more than 36 inches high and be as subtle as possible. The fence must be removed after the growing season. Permanent fencing requires an application (See FENCES).

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

- Garden does not extend further than fifteen (15) feet beyond the rear of the house.
- 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 one or more 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, house and other structures on the property.
2. Material description, including types, sizes, and color, of plant material and other materials to be used.
3. Material description, including height and color, of fencing, if applicable. Color photo or brochure is helpful.

LIGHTING

Fast Track is Not Available

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 must be inside the structure with no exterior wires. Channel covers must be painted to match siding. In general, fluorescent tube lights used in outdoor areas and in carports are not permitted. Lighting for play areas or for sports areas will be considered on a case by case basis.

Before digging, it is recommended 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 of 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 must be angled downward only, so as to not shine on adjacent property or public space.

An application is required if one or more of the above conditions are not met.



3. Path lighting

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

- The stakes are to be installed according to the manufacturer's guidelines.
- Color must be black, or bronze/brown.
- No lights placed closer than 5 feet from the curb.
- The lights must be uniformly installed on one side of the driveway or walkway.

An application is required if one or more of the above conditions are not met.



Application Requirements:

1. A site plan showing the location of the proposed lighting.
2. Material description, to include the 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 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 of one's property, including all open space and public land.
4. Trash and/or Recyclables – Please refer to the Trash and/or Recyclables Guideline.
5. If a resident requires the temporary use of a dumpster or a temporary 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

Fast Track is Not Available

An Exterior Alteration Application is required for all major building additions including, but not limited to adding additional stories, expanding the home'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 must be the same as or compatible with the existing materials of the dwelling in color and texture.
- New windows and doors must be compatible with those of the existing dwelling in style, window grids and color. These must 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 must have grids on the entire house; if existing windows do not have grids, the new windows must not have grids on the entire house.
- Roof eaves and fascia must be the same depth, style and approximate height as existing eaves and fascia. New roofs must be the same approximate slope as those existing on the dwelling.
- Living space (such as, but not limited to, room additions, sun rooms, enclosed porches) may not extend to the property line or over the building restriction line (BRL).

The following conditions shall determine the acceptability of addition locations:

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

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. Material description, including dimensions, style, and color of all exterior items such as siding and trim, roof, windows, doors, garage doors, porches, skylights, light fixtures, etc.
4. Color photos, samples or manufacturer's brochures of the proposed materials, colors, etc.
5. Deck plan, if applicable.
6. Steps, walkway, landing, patio with dimensions (include on site plan), if applicable.

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.

OPEN SPACE

The Columbia Association does not allow unauthorized use of open space for gardens, play equipment, pets, tree removal, motorized vehicles, etc. Proposed changes of open space use must go through the Hickory Ridge Village Board before being considered by the Columbia Association.

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 is required.

Emphasis should be placed on proper scale, materials, color and impact on neighboring properties. Applications should include sufficiently detailed information to permit understanding and evaluation of your proposal.

All lots are not suited to hold a swimming pool, large addition, shed or even a basketball hoop and pole. Ultimately, it is the Architectural Committee that makes that decision.

PAINTING/STAINING

Fast Track Is Not Available

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. The new paint or stain is considered to be different if the color itself changes (for example, yellow instead of green) or if, while the color remains the same, it is lighter or darker than the original.

The use of earth tone colors is encouraged in the repainting or staining of contemporary styled homes. In cases where the choice is not in the earth tone color range, the prime consideration will be whether the house will continue to blend in a complementary way with its surroundings. Paler and brighter colors, as well as earth tone colors, for traditionally styled houses, will be considered in the color ranges presently existing in the surrounding neighborhood. Residents are discouraged from adding colors when three (3) or more colors (such as door, trim or main house color, etc.) already exist. The foundation color should match or blend with the new siding color.

Detached garages should be painted or stained to match the house. Shared garages and/or shared carports will be considered at the same time so that they match the house. There should be one trim color on a shared carport/garage.

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

- 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 and/or areas to be painted or stained.

PATIOS AND WALKWAYS

Fast Track Is Not Available

An Exterior Alteration Application is required for new or expanded patios and walkways, or for any material changes in existing patios and walkways. All new materials should be natural in color. White rocks are not permitted.

Patios should extend no more than twenty (20) feet from the rear of the dwelling or one-third (1/3) of the distance from the rear of the dwelling to the rear property line, whichever is less. Furthermore, 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 railing should be provided.

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

- If a patio or walkway replaces an existing area of paving with an identical material or a material similar in color, texture and size.
- If the 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 and/or walkway, including dimensions.
2. Material description, including the dimensions, color and style.
3. Color photos, samples, and/or brochure of the proposed materials.

PLAY EQUIPMENT

Fast Track is Not Available

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

All play equipment must be in proportion 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, such as *Little Tikes*, is limited to two pieces not exceeding 4 feet in height and 4 feet in length each.
- A single sandbox that does not exceed 20 square feet in area, and one foot in height. Construction is of 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. Material description, including dimensions, style, and color.
3. Color photos, drawings, and/or manufacturer's brochures.

PRIVATE SWIMMING POOLS

Fast Track is Not Available

An Exterior Alteration Application is required for all pools (other than portable above-ground pools not more than 36 square feet and 24" deep). Private pools are generally discouraged because there are very few locations in residential areas where they can be placed without affecting adjacent properties. Usually pools require fencing which is proportionately too large for the lot in size and area enclosed.

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.

Generally, private pools and decking must not be sited closer than 20 feet to the rear property line or 20 feet to a side property line. Pools must be located to the rear of the house. Additionally, pools must generally be no closer than 35 feet to any adjacent dwelling, public right-of-way, open space or tot lot. Where wooded areas border the property, exceptions will be considered. 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. Approval of the fence is contingent upon the completion of the pool. A landscape buffer such as shrubbery is encouraged to soften the visual impact of the pool and fencing to neighboring properties.

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

Application Requirements:

1. A site plan showing the location of the proposed pool, its associated equipment and the locations of all neighboring dwellings which will have visual access to the pool.
2. Drawings of the proposed pool, with dimensions, showing:
 - Deck areas
 - Patio
 - Lighting
 - Walkways
 - Fence
 - Other structural changes (fire pit, grill, kitchen, etc.)
3. Material description, including 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

Fast Track Is Not Available

Radon mitigation units should be located in an area with minimal visual impact. Units on the front or street side of a house are generally not permitted.

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

- The pipe is located alongside a downspout (on the side or rear of the house only) and painted to match the downspout. Although the location alongside the downspout is preferred, it would be acceptable for the pipe to be vertically placed on the side or rear of the house and painted to match the house. Some landscaping/screening may be required.

An application is required for all other situations.

Application Requirements:

1. A site plan showing the exaction location of the proposed radon unit.
2. Material description, including dimensions and colors.
3. Color photo, brochure, and/or drawing of unit.
4. Landscaping/screening plan, if applicable.

RAIN BARRELS

Fast Track is Not Available

An Exterior Alteration Application is required for all rain barrels. Rain barrels should be maintained at all times and should be kept free of standing water on and around anything not used as part of the rain barrel system. The drainage/overflow/runoff should be properly diverted to not flow onto neighboring properties. Rain barrels should be an earth tone color or match the color of the home. Rain barrels must be located against the house and landscape screening should be considered to soften the visual impact of the rain barrel to neighboring properties. Generally, we recommend that the number of rain barrels does not exceed the number of downspouts.

Application Requirements:

1. A site plan showing the location of the proposed rain barrels.
2. Material description, including dimensions, color, style, and capacity of the barrels.
3. Color photo, brochure, and/or drawing.
4. Number of barrels.

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.

ROOFS

Fast Track is Not Available

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

- The roof will be replaced with the same shingle material and color.
- The roof will be replaced with an architectural style or shadow accent shingle of the same material and color.

An application is required for all other situations.

Application Requirements:

1. Material description, to include color, and style.
2. Location description (house, carport, garage, etc.).
3. Color photos, samples and/or brochure of the proposed material.

SECURITY CAMERAS

Fast Track is Not Available

Security cameras, including wireless and doorbell style as outlined below, must meet all of the following conditions:

- The number of cameras is reasonable to the size and appearance of the property.
- The cameras do not detract from the residential look of the neighborhood.
- Camera exterior color should be black, white, or matching the color of the surface to which they are attached.
- Cameras proposed for placement on shared carports or garages require an application.

No application is required for security cameras if all of 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 all other circumstances.

Application Requirements:

1. A site plan of the property.
2. A photo of the house and/or structure(s) indicating the location of the cameras.
3. The number of proposed cameras.
4. Material description, to include dimensions, color, and style.
5. A color photograph or a manufacturer's illustration.

SHEDS, TOOL/STORAGE AND DECK BOXES

Fast Track Is Not Available

An Exterior Alteration Application is required for all sheds. Sheds should be proportioned to the size of the house and lot. Generally, sheds larger than eight (8) feet width by ten (10) feet length by eight (8) feet height will not be approved. All shed sizes will be reviewed on a case by case basis. Sheds with barn-style roofs, decorative embellishments, and/or contrasting trim are discouraged.

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

If the shed is located close or next to the house, the roofing, siding, style and trim materials should be of the same type and color as the house. If the house is restyled, re-sided, or a paint color change is made, the existing shed should match. For sheds in other locations on the lot, a natural wood-tone color is preferred. Lustrous and shiny metallic surfaces are generally not approvable.

Deck storage boxes should be small in scale and placed at the rear of the property, either against a deck railing or against the rear of the home.

No application is required for deck boxes if all of the following conditions are met:

- The deck storage box is less than three (3) feet in height, three (3) feet in depth or five (5) feet in length.
- The deck storage box is earth tone in color (tan, brown, gray, etc.).

An application is required for all other situations.

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

Application Requirements:

1. A site plan showing the location of the shed or deck storage box to adjacent houses and property lines.
2. Material description, to include dimensions (including height at peak), color, and style.
3. Color photo, brochure, and/or drawing.
4. Paint or stain chip, if applicable.
5. Screening plan, if applicable.

SIDING AND SHUTTER REPLACEMENT

Fast Track Is Not Available

An Exterior Alteration Application is required if the proposed re-siding material differs in color or texture from existing siding on the structure or if it results in change in architectural style. An application is also required when replacing wood siding with another material. When changing the color of the siding, the foundation must blend with the new color.

Detached garages should be sided to match the house. Shared garages and/or shared carports will be considered at the same time so that they match the house. The trim color should match the shared carport/garage.

The style of existing trim work at soffits, corners, eaves, windows and doors, accent panels, shutters or other stylistic features should be retained in the residing design. This will be considered an important requirement where these elements contribute to the visual continuity of the neighborhood by evoking similarities in style among nearby houses.

In those cases in which a resident wishes to alter the stylistic features of the existing facade (for example, by replacing rough, vertical groove paneling with smooth, horizontal clapboard siding; or by adding shutters or accent panels) the decision will be based on the following:

- Size and shape of the residence in relation to existing and proposed materials.
- The variety of styles and siding materials of the homes surrounding the residence.
- The overall visibility of the residence from nearby public and private properties.

Please Note: It is the owner's responsibility to ascertain whether or not 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 texture, color and style.
- Vinyl siding is being replaced with vinyl siding in same color, texture and style.
- Wood siding is being replaced with wood siding in same color, texture and style.

An application is required for all other situations.

Application Requirements:

1. Material description, to include color, texture, and style.
2. Location description (house, carport, garage, shed, etc.). Please include details about the proposed treatment of any out-buildings, such as carports and sheds. Re-siding or repainting of such structures may be required.
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.

SHUTTERS

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

- Existing shutters are replaced with same color and style.
- Shutter material must be wood, plastic, vinyl or aluminum.

An application is required to add shutters or alter their positions or change the color.

Application Requirements:

1. Material description, to include color and style.
2. Location description (all windows, front windows only, upper windows only, etc.).
3. Color photos, samples or manufacturer's brochures of the proposed materials, colors, etc.

SIGNS

Fast Track Is Not Available

The placement of all signs, including temporary signs, must be in compliance with 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. Rental or sale of residential property. **Signs indicating *COMING SOON, SOLD, CONTRACT PENDING or UNDER CONTRACT* are not permitted.**
- Garage sale signs may be put up on the day of the event and must be taken down within 24 hours following the sale.
- Candidate's political signs must be placed in accordance to Howard County's guidelines for size and time limits.
- Signs advertising contracted work being done on a property may be posted for no more than 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 inches square.
- Free standing signs mounted on a metal stake or wood post located no further than 10 feet from the front or back of the house.
- No more than two freestanding signs per property.

An application is required for all other signs.

Application Requirements:

1. Material 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) to adjacent houses and open spaces and to property lines.

SOLAR COLLECTORS

Fast Track is Available

An Exterior Alteration Application is required for all solar collectors. Solar collectors can have a considerable visual impact on a structure due to their size. It is, therefore, important to properly integrate the collector into the design of the house to minimize visual impact. Collectors should be located so as to give maximum advantage to the user and minimum design impact on the structure.

Large collectors on a sloping roof must appear to be flush with the roof. Collectors on a flat roof should be set back and concealed with a parapet unless integrated with the roof design of the structure. Smaller collectors may be laid on top of a sloping roof and finished to appear like a skylight.

Collectors should be constructed of glass with wood or metal trim. All trim should be painted to match the background color of the roof. Plexiglas is not acceptable, because it sags and yields an unsatisfactory appearance. All pipe work should be concealed.

Free standing collectors must be located behind the structure and completely concealed from the road, neighboring properties and open space or worked into another architectural element.

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

For Fast Track Process, collectors must be panel style and flush mounted to the roof. The frame must be metal in black, silver, or dark brown to blend with the roof.

Application Requirements:

1. Material description, including the dimensions, and color.
2. Drawing, diagram, or photo of house showing the proposed location and number of solar collectors.
3. Details and/or elevation drawings to show how the collector edges will meet the roof.
4. Drawing or diagram showing location of conduit piping and inverter box.

TOWNHOUSES AND CONDOMINIUMS

It is important to maintain the original architectural character or theme of the association. Any exterior changes should not conflict with the original plan. A complete application is required for ALL exterior alterations.

- **Common HOA property:** When making an exterior change to the common area of a townhouse or condominium, an Exterior Alteration Application must be signed by a member of the Board of Directors of the respective association. If work is to be done in stages, i.e. landscaping, a master plan shall be submitted.
- **Individually owned property:** Some homeowners associations have more restrictive architectural guidelines than those of the Village. Please consult with your townhouse or condominium association board before submitting an Exterior Alteration Application.

TEMPORARY STORAGE UNIT (i.e. PODS)

Fast Track Is Not Available

No Application is required if the following conditions are met:

- The temporary storage unit (no more than two) shall remain on the lot for no more than thirty days.
- Resident must contact the Covenant Advisor at Hickory Ridge (410-730-7327) prior to having a temporary storage unit(s) delivered to your property.

An application is required if one or more of the above conditions are not met.

Application Requirements:

1. Site plan that shows the location of the temporary storage unit(s).
2. Number of storage unit(s).
3. The dates and timeframes in which the temporary storage unit(s) will remain on the lot.
4. Reason(s) that necessitates the temporary storage unit(s) to remain on the lot for more than 30 days.

For information on temporary dumpsters, please refer to the "Maintenance" section of the guidelines. Please also contact 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 in such a manner so that they cannot be seen from adjacent and surrounding property.

No refuse or bulk materials may accumulate on any lot and no items may be disposed of on Columbia Association open space land.

Information about recycling, trash collection, and bulk item collection can be obtained by calling Howard County at 410-313-6444 or at www.co.ho.md.us.

TREE REMOVAL

Fast Track Is Not Available

When a tree is removed, the stump must be removed to below ground level. If there are large, protruding roots, they must also be removed. The area must 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 must 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 6 inches in diameter (measured from a point two 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 months.
- Up to two trees may be removed, regardless of size, when they are within 15 feet of the house.

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.

WINDOWS AND SLIDING GLASS DOORS

Fast Track Is Not Available

An exterior alteration application is required for all additional windows and sliding glass doors, and replacement windows and sliding glass doors that vary from the existing. Windows should be in keeping with the style and exterior color scheme of the house. Proposed additional windows and sliding glass doors should be uniform with other existing windows (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 board.

No Application is required if the following conditions are met:

- The sliding glass doors and windows being replaced are the exact same color, size and style as the existing windows. All windows and sliders and associated trim and window trim on the house should be the same color.
- Sliding glass doors that are converted to French doors (and vice versa) that are the exact same color and size as the existing sliding glass door.

An application is required for all other situations.

Application Requirements:

1. Material description of the windows or sliding glass doors, to include colors, dimensions, and styles.
2. Color photo, brochure and/or drawing showing the proposed windows and/or sliding glass doors. If window or door trim is not white, the photo or brochure must show the proposed color.
3. For additional windows and sliding glass doors, or windows and sliders that are different dimensions and/or moving to a new location, please provide a drawing and/or photo of the home showing the proposed windows and sliders in their new location.

WOODPILES

Fast Track Is Not Available

It is recommended that wood be stacked off the ground, and next to an existing structure, separated by several inches from the structure to discourage termites and rodents. Screening or plantings may be required.

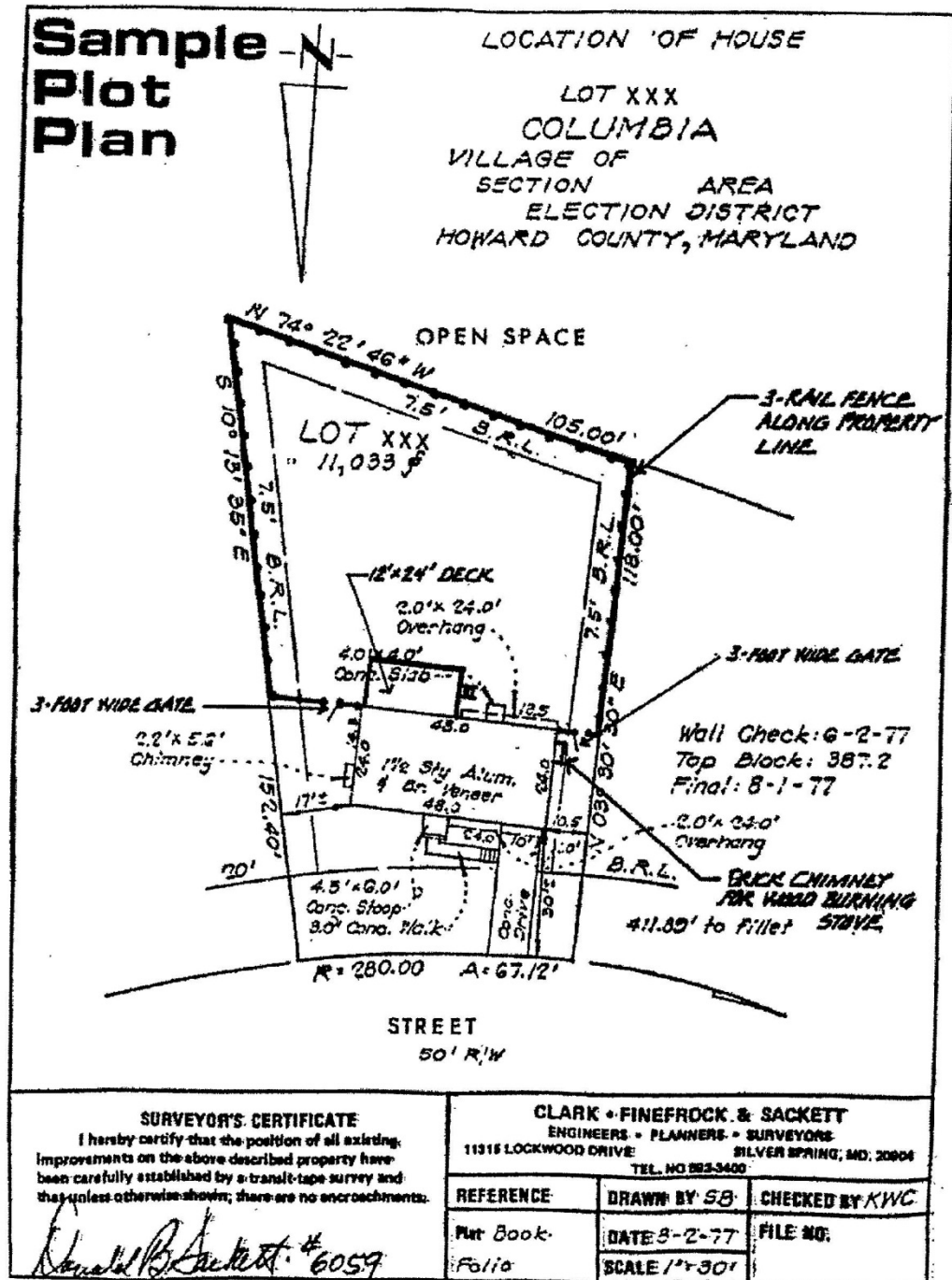
No Application is required if the following condition is met:

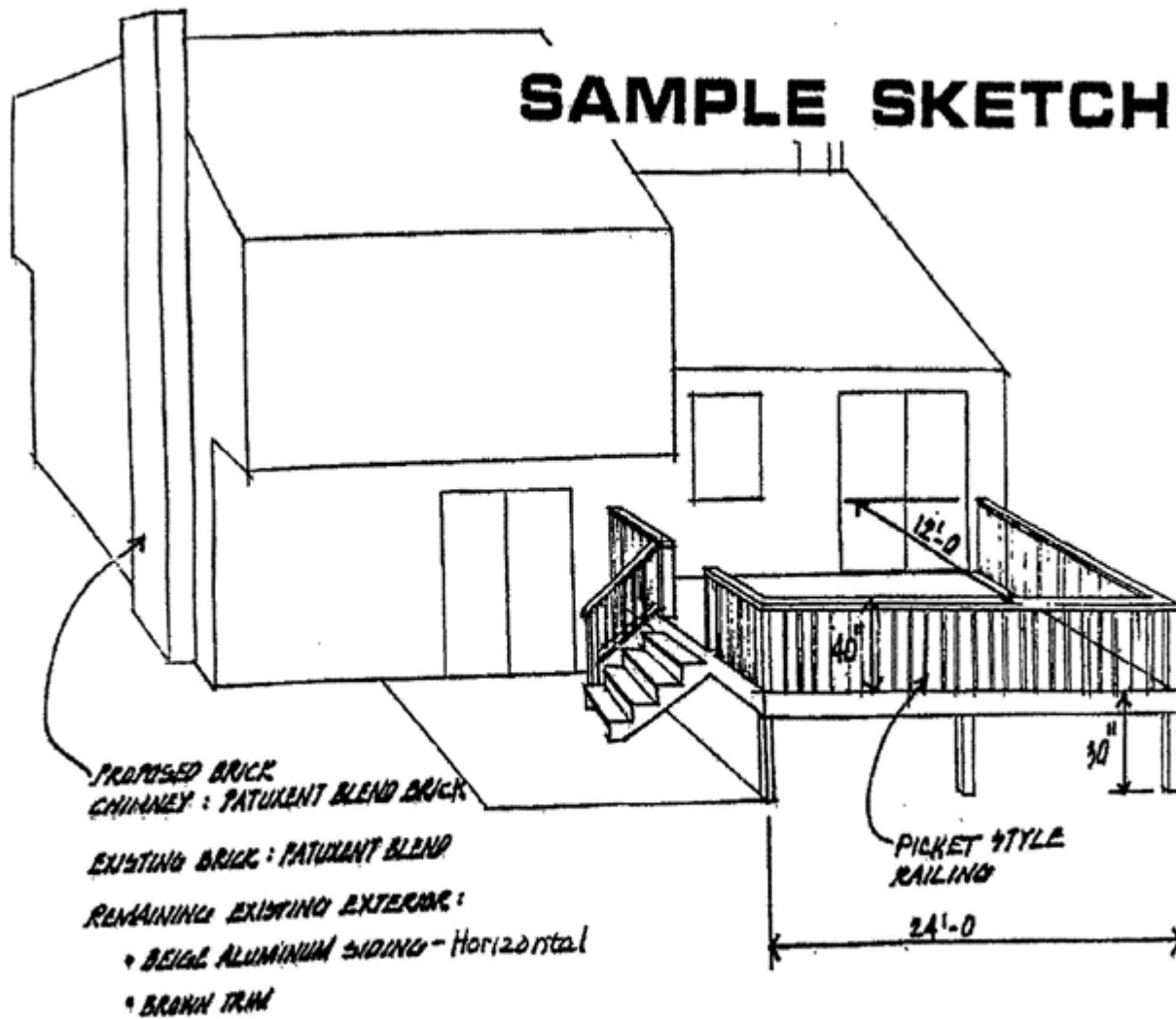
- The woodpile is not readily visible from the street or neighbor's view.

An application is required for all other woodpile locations.

Application Requirements:

1. A site plan showing the location of the woodpile.
2. Material description of the wood rack, to include dimensions, and color.
3. Color photo, brochure and/or drawing of the wood storage rack, if applicable.





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, but are only required for 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 kristina@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 21044Phone: 410 730-7327 • FAX: 410 992-5843 • E-Mail: kristina@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: _____

(Check one in each group and list colors)**TYPE OF HOUSE:**

- ☐ Single Family, detached
☐ Townhouse
☐ Apartment or Condo.

DESIGN:

- ☐ Wood
☐ Aluminum
☐ Vinyl
☐ Brick

CURRENT COLOR:

House _____
Trim _____
Roof _____
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

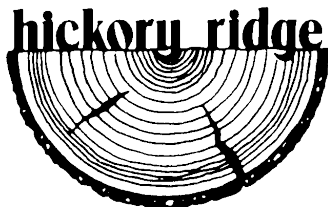
ARCHITECTURAL COMMITTEE FINAL ACTION:

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

6175 Sunny Spring, Columbia, MD 21044

Date

AC signature

**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 21044Phone: 410 730-7327 • FAX: 410 992-5843 • E-Mail: info@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:

Date

AC signature

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
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.