



Kings Contrivance Community Association

Amherst House 7251 Eden Brook Drive, Columbia, Maryland 21046

(410) 381 9600 Fax (410) 381 9628

Kingscontrivance@columbiavillages.org

November 1, 2017

I attest that to the best of my knowledge, the enclosed documents of the Kings Contrivance Community Association, Inc. in Columbia, Maryland are true copies of same and can be dealt with as such.

- Resident Agent & Manager
- Notification of Transfer of Property
- Maps
- Amendments to Legal Documents
- Kings Contrivance Village Covenants
- Articles of Incorporation
- By-Laws

Beverley Meyers
Village Manager

Subscribed and sworn to me in my presence, this 1st day of November 2017, a Notary Public in and for the county of Howard, state of Maryland.

Signature

Laura Ann Parrish

My commission expires on February 25, 2021.



Kings Contrivance Community Association

Amherst House 7251 Eden Brook Drive, Columbia, Maryland 21046

(410) 381 9600 Fax (410) 381 9628

Kingscontrivance@columbiavillages.org

November 1, 2017

TO: New Owners of Property in the Village of Kings Contrivance

FROM: Beverley Meyers, Village Manager

RE: Maryland Homeowners Association Act

The Management Agent of the Kings Contrivance Community Association, Inc. is the Village Manager.

The Kings Contrivance Community Association, Inc. charges no property assessment or dues of any kind.

The Columbia Association provides funds to the Association. These funds, coupled with other funds raised by the community association, provide for the financial continuation of the Association.

If you have any questions or require information about the Association, please contact the Village Manager at the above address or phone number.



Kings Contrivance Community Association
Amherst House 7251 Eden Brook Drive, Columbia, Maryland 21046
(410) 381-9600 Fax (410) 381-9628
kingscontrivance@columbiavillages.org

NOTIFY K.C.C.A. OF PROPERTY TRANSFER

May 18, 2005

Section 11B-106© of the Maryland Homeowners Association Act states:

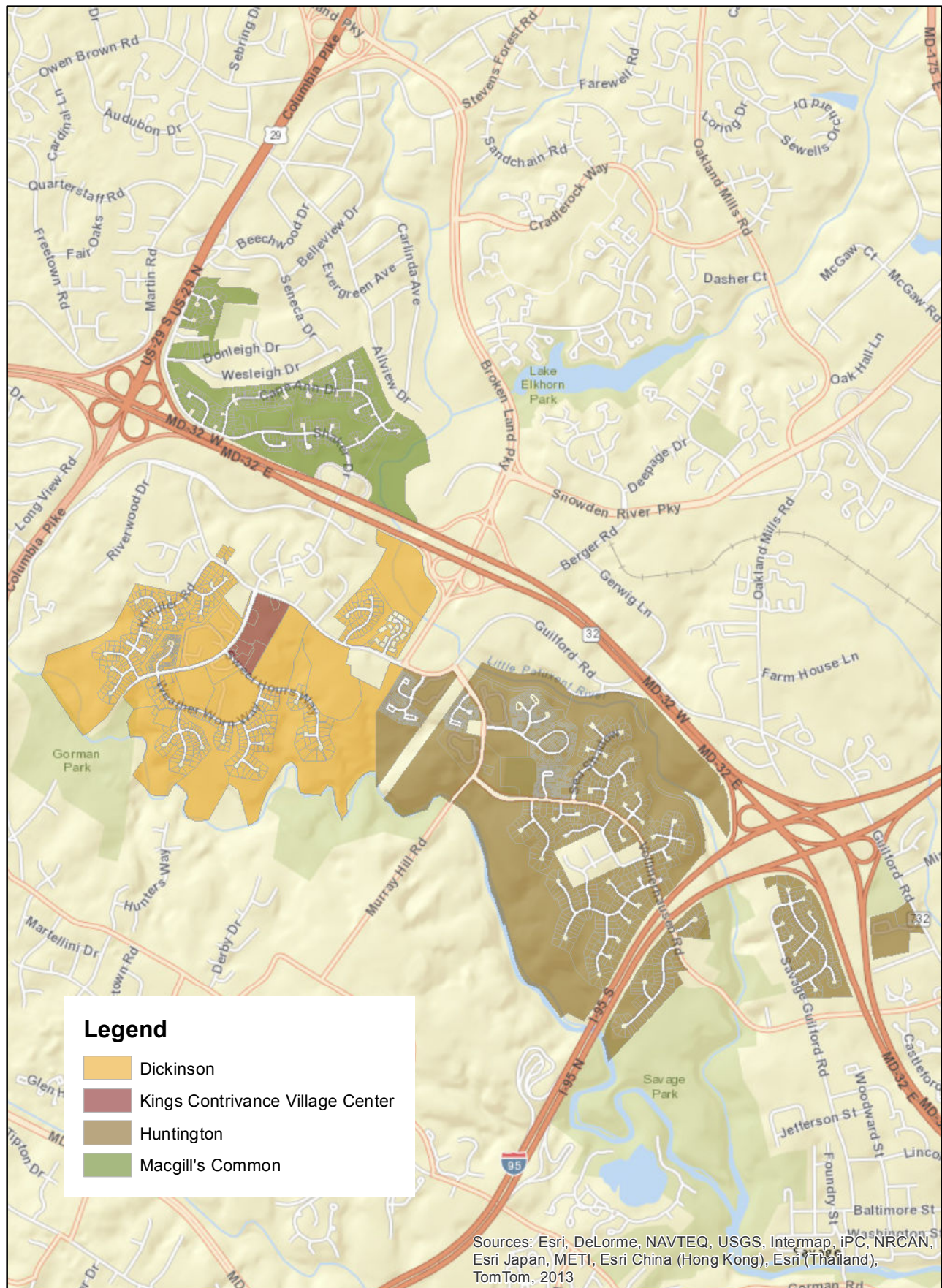
“(1) Within 30 calendar days of any resale transfer of a lot within a development, the transferor shall notify the homeowners association for the primary development of the transfer.”

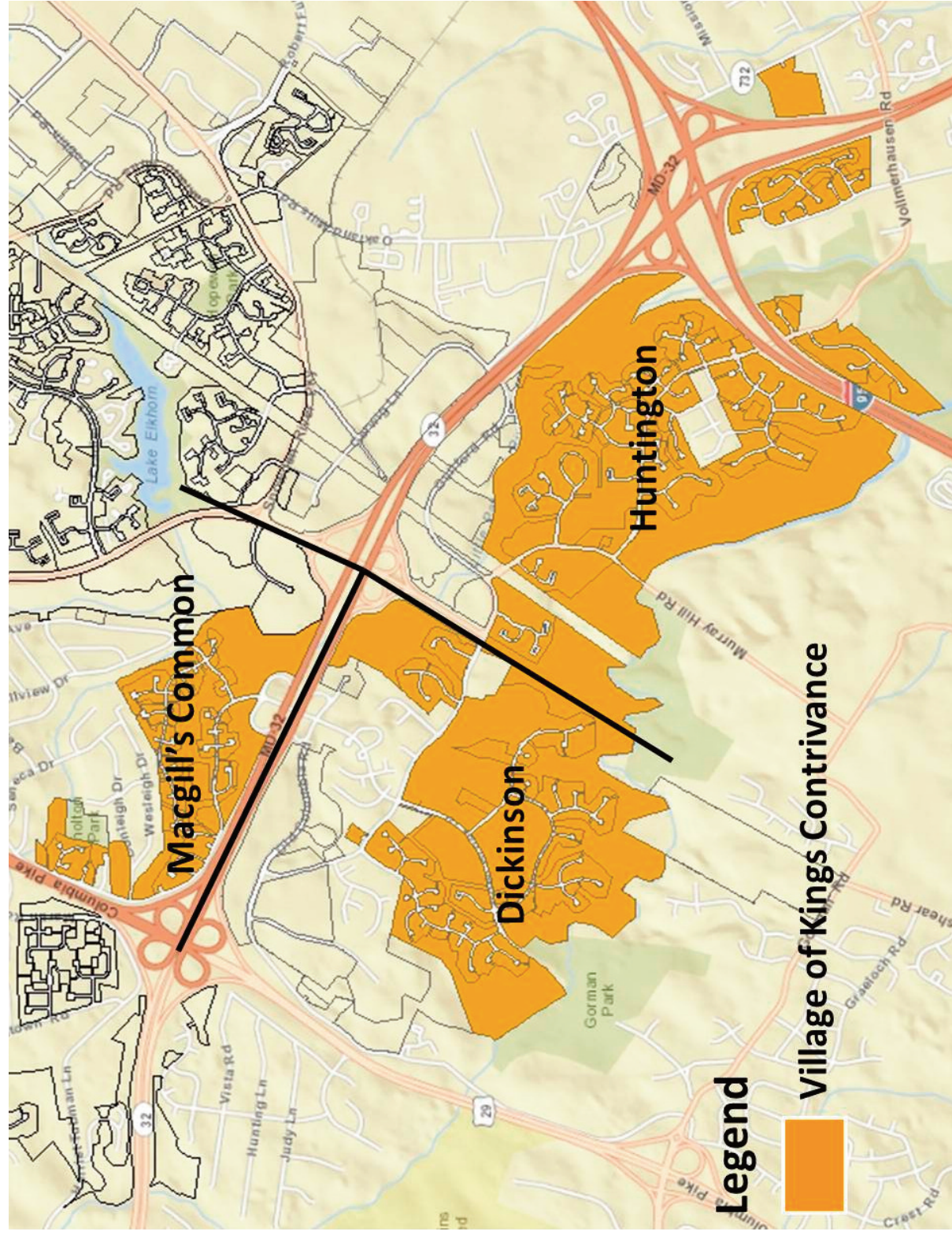
“(2) The notification shall include, to the extent reasonably available, the name and address of the transferee, the name and forwarding address of the transferor, the date of transfer, the name and address of any mortgagee, and the proportionate amount of any outstanding homeowners’ association fee or assessment assumed by each of the parties to the transaction.”

Notification of transfer of property in Kings Contrivance should be sent to:

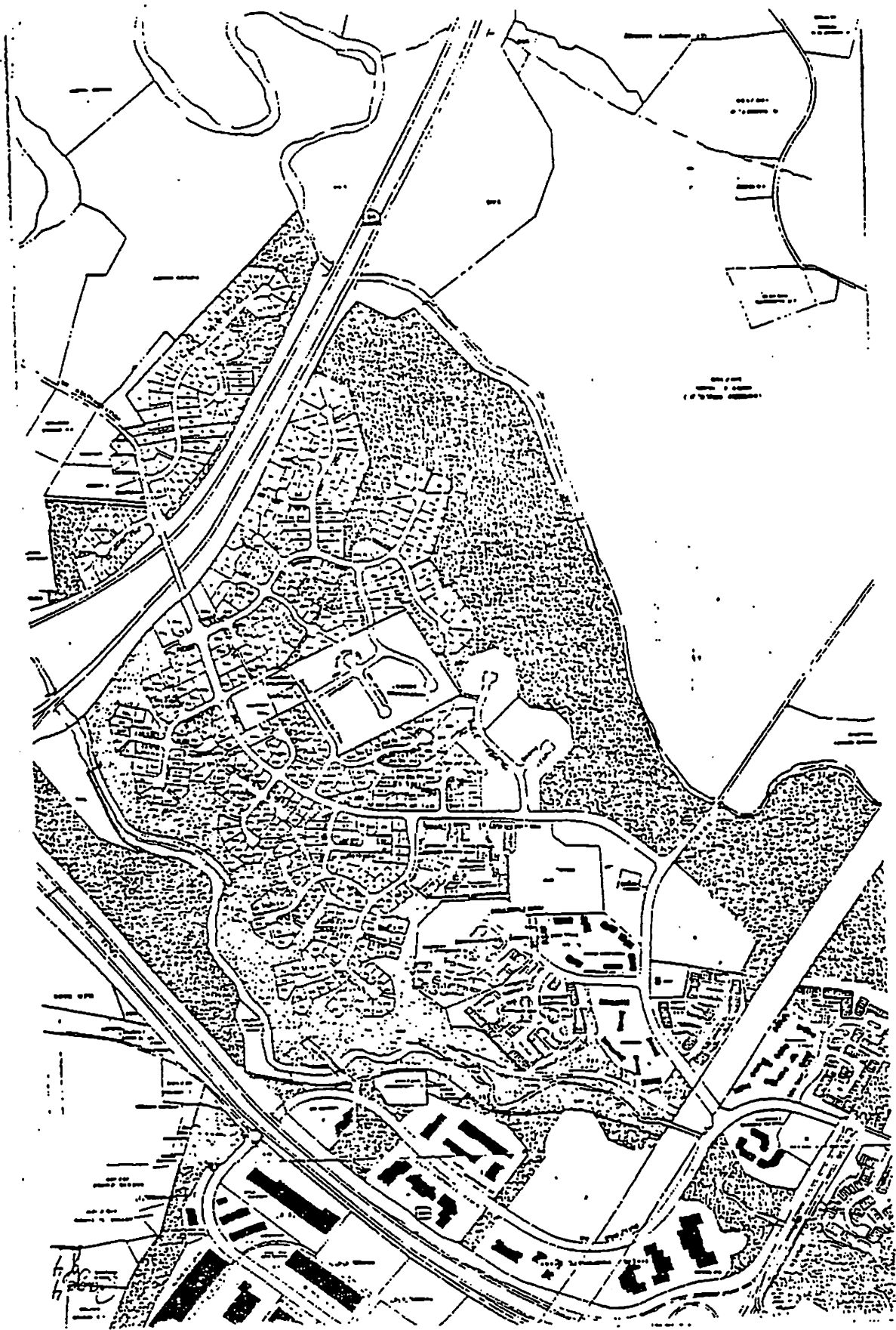
1. Kings Contrivance Community Association, Inc.
Amherst House
7251 Eden Brook Drive
Columbia, MD 21046
Attention: Covenant Advisor
2. Townhouse or other homeowners association, if applicable.

Village of Kings Contrivance Neighborhood Boundaries





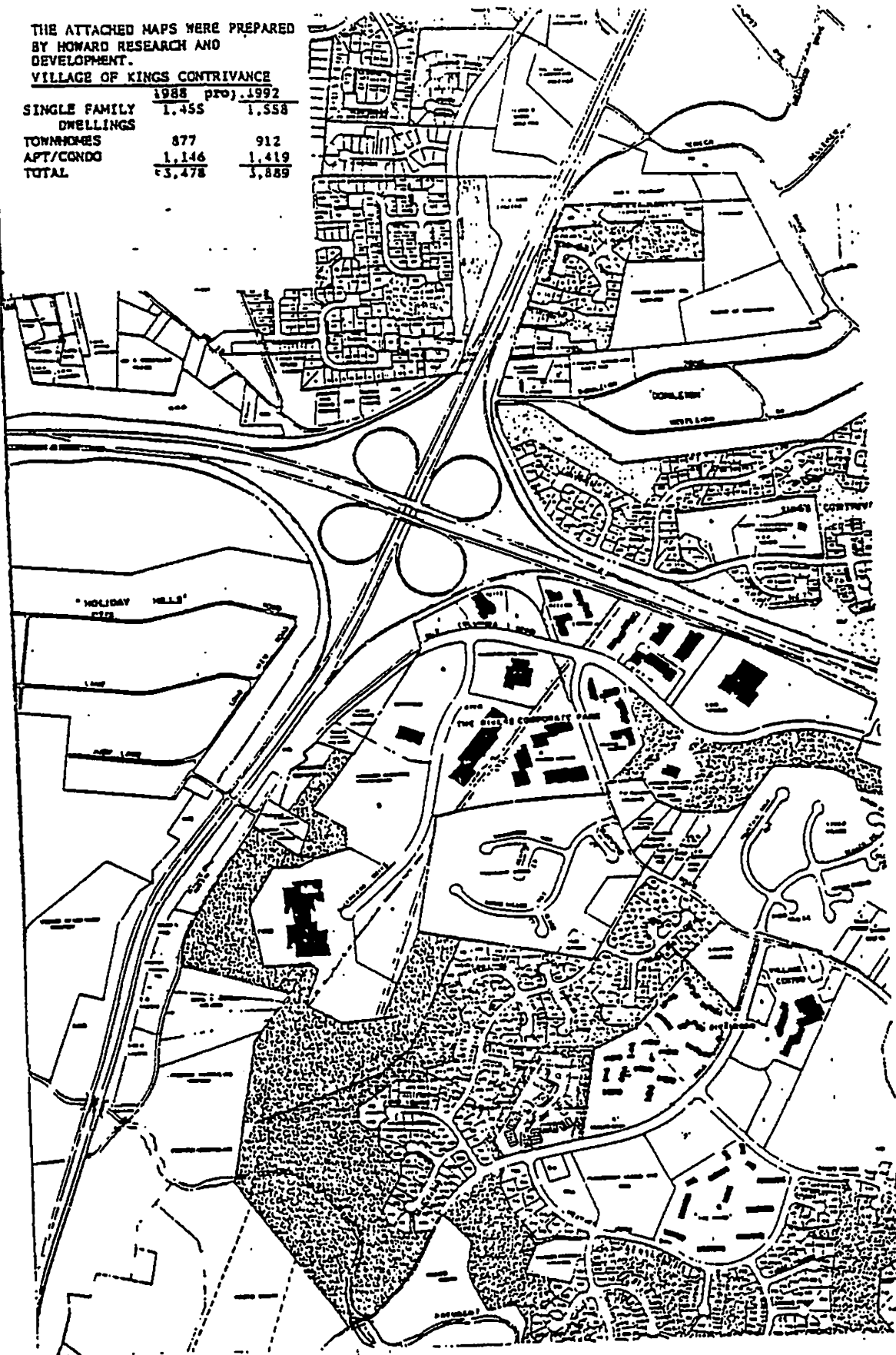
Village of Kings Contrivance neighborhood boundaries

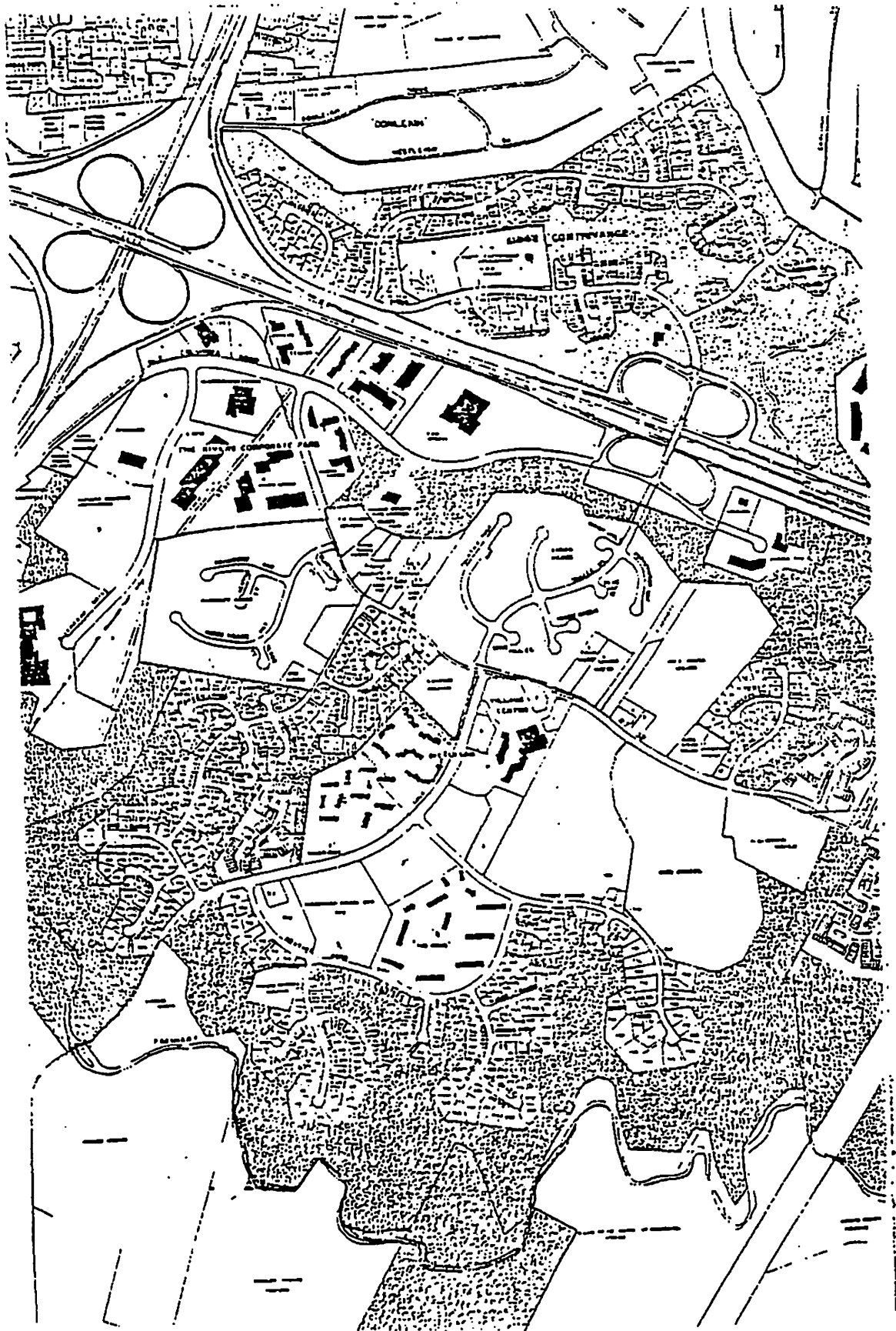


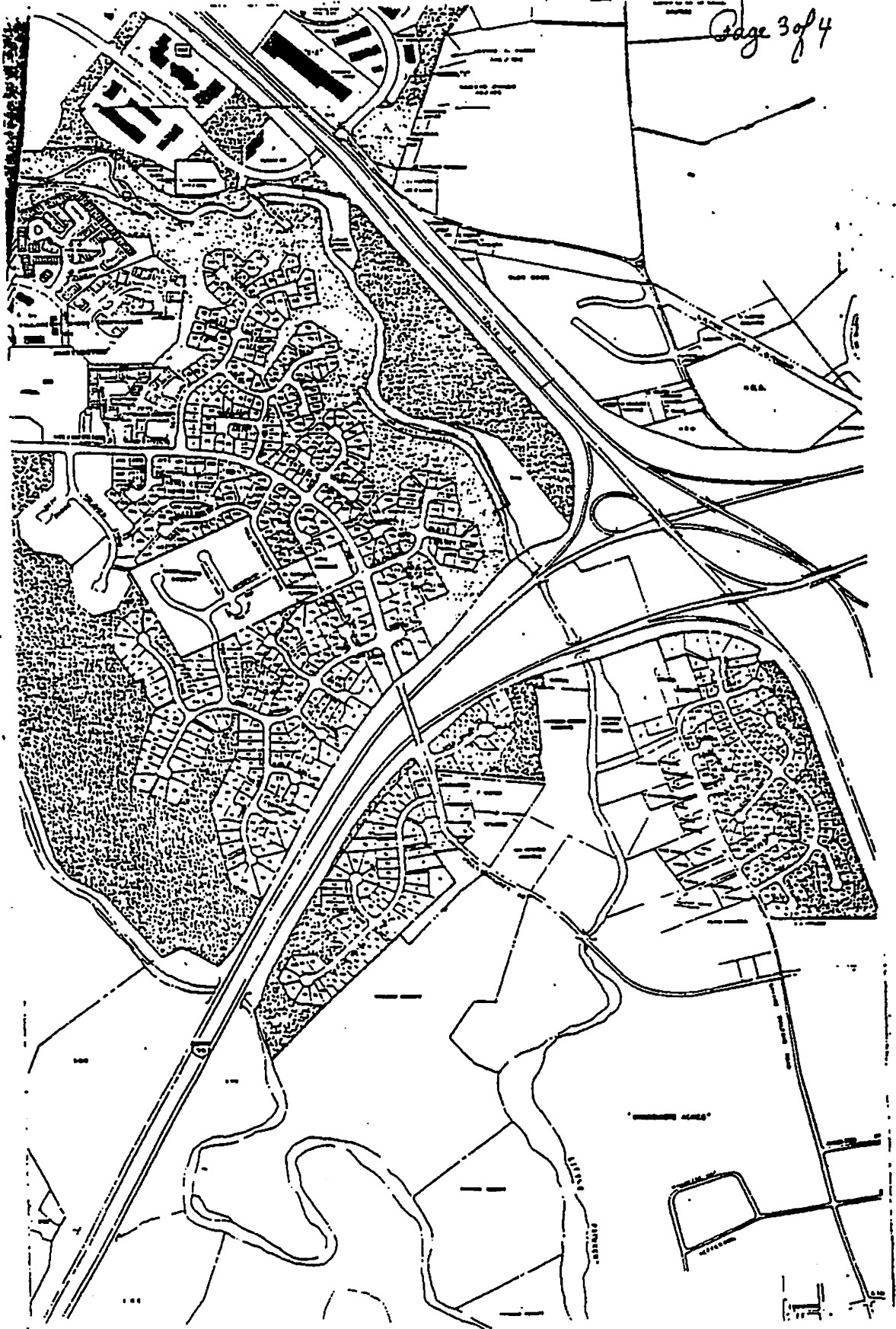
THE ATTACHED MAPS WERE PREPARED
BY HOWARD RESEARCH AND
DEVELOPMENT.

VILLAGE OF KINGS CONTRIVANCE

	1988	proj. 1992
SINGLE FAMILY DWELLINGS	1,455	1,558
TOWNHOMES	877	912
APT/CONDO	1,146	1,419
TOTAL	3,478	3,889









Kings Contrivance Community Association, Inc.

10025 Shaker Drive, Columbia, Maryland 21046 (301) 992-4484

September 13, 1983

State Department of Assessments
and Taxation
301 West Preston Street
Baltimore, Maryland 21201

Dear Sirs:

Please accept, for recording, the following Article of Amendment to the Articles of Incorporation of the Kings Contrivance Community Association, Inc.. Enclosed is a check in the amount of \$20.00, payable to the Department, for recording fee.

Strike the first sentence of revised subparagraph i of paragraph 5 of Article Ninth to the Articles of Incorporation defining quorum (see Exhibit A, Amendments to the Articles of Incorporation, 1981), and substitute: "At any meeting of members, the presence in person of members in that number, which is 50% of the average number of members (arithmetical mean) who cast ballots, including absentee ballots, in any of the last three Annual Elections of Directors shall constitute a quorum.

Thank you.

Sincerely,

Anne L. Dodd
Secretary

cc Nancy Miller

KINGS CONTRIVANCE COMMUNITY ASSOCIATION, INC.
Articles of Amendment

KINGS CONTRIVANCE COMMUNITY ASSOCIATION, INC., a Maryland non-profit membership corporation, having its principal office at 10025 Shaker Drive, Columbia, Maryland (hereinafter referred to as the "Association"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST: The Charter of the Association is hereby amended by striking "heceases" and "him" in the second paragraph of paragraph B of Article SIXTH, and by substituting "ceasing" and "such person or entity", respectively, in lieu thereof.

SECOND: The Charter of the Association is hereby amended by striking "his" in the second line of paragraph E and in the second paragraph of paragraph F (ii) of Article SEVENTH, and by substituting "the" in lieu thereof.

THIRD: The Charter of the Association is hereby amended by striking in its entirety Article EIGHTH, and by substituting in lieu thereof the following:

EIGHTH: The business and affairs of the Association shall be managed under the direction of a Board of five (5) Directors, each of whom shall be a member in good standing of the Association.

FOURTH: The Charter of the Association is hereby amended by striking paragraph 2 of Article NINTH, and by substituting in lieu thereof the following:

2. The Association may not enter into a contract or other transaction with any of its directors, officers or members or with its representative on the Columbia Council, or with any entity in which any of the same is a director, officer or has a material financial interest, unless the identity, directorship, office or interest is disclosed or known to the Board of Directors, the committee of the Board of Directors or the members of the Association, whichever body acts upon such contract or other transaction; unless the action is taken by a majority of the disinterested voters of such body; and unless such contract or other transaction is fair and reasonable to the Association.

FIFTH: The Charter of the Association is hereby amended by striking paragraph 8 of Article NINTH, and by substituting in lieu thereof the following:

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


SIXTH: The Charter of the Association is hereby amended by striking in paragraph 9 of Article NINTH "one" in the second line, "he" in the third line and "vacancy he was elected to fill" in the seventh line, and by substituting "two", "such representative" and "position was filled", respectively, in lieu thereof.

32028082

SEVENTH: By unanimous affirmative vote, taken at a regular meeting of the Board of Directors of the Association on February 2, 1983 the Board of Directors of the Association duly advised the foregoing amendments: by affirmative vote of more than two-thirds, the members of the Association duly approved the foregoing amendments at a further meeting on March 30, 1983 called at a special meeting of members on March 9, 1983, pursuant to Section S-206 of the Corporation and Associations Article of the Annotated Code of Maryland (1975).

IN WITNESS WHEREOF, KINGS CONTRIVANCE COMMUNITY ASSOCIATION, INC. has caused these Articles of Amendment to be signed in its name and on its behalf by its President and its corporate seal to be hereunder affixed and attested by its Secretary on this 15th day of July, 1983, and its President acknowledges that these Articles of Amendment are the act and deed of KINGS CONTRIVANCE COMMUNITY ASSOCIATION, INC. and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of her knowledge, information and belief.

ATTEST: KINGS CONTRIVANCE COMMUNITY ASSOCIATION, INC.


Anne L. Dodd, Secretary

By: 
Rita Brill, President

Amendments to the Bylaws Of Kings Contrivance Community Association, Inc.

Strike Section 1.02 and substitute: "At any time in the interval between annual meetings special meetings of the members may be called by the Chairperson of the Board, by the Manager, by a majority of the Board of Directors, by vote at a meeting or in writing with or without a meeting, or by the Secretary of the Association on the written request of that number of members which is 50% of the average number of members (arithmetical mean) who cast ballots, including absentee ballots in any of the last three Annual Elections of Directors.

Strike the portion of the first sentence of revised Section 1.05 (see Exhibit A amendment to By-Laws 1981) preceding the semicolon, defining quorum and substitute: "At any meeting of members, the presence in person of members in that number, which is 50% of the average number of members (arithmetical mean) who cast ballots, including absentee ballots in any of the last three annual Elections of Directors shall constitute a quorum."

Strike the first two sentences of Section 1.04 and substitute: "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 by delivering the notice to, leaving it at or mailing it to each place of residence within the Village of Kings Contrivance. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to occupant of any place of residence within the Village of Kings Contrivance. In the case of a special meeting at which amendment of the Charter of the Association, amendment of these Bylaws, removal of a Director or Columbia Council Representative, or consolidation, merger, transfer of assets, liquidation or dissolution of the Association is proposed for approval by members, the notice of meeting shall state such proposal."

Strike the portion of the first sentence of revised Section 1.05 (see Exhibit A amendment to By-Laws 1981) preceding the semicolon, defining quorum, and substitute: "At any meeting of members the presence in person of members in that number, which is 50% of the average number of members (arithmetical mean) who cast ballots, including absentee ballots, in any of the last three Annual Elections of Directors shall constitute a quorum".

In the second sentence of. Section 1.06, strike "provides for a greater or less number of votes per member or".

Strike "his" in Section 1.07A and substitute "the".

Strike "his" in the two places where it occurs in Section 1.07B and substitute "such member's" and "the", respectively,

Strike Section 1.11 and substitute Section 1.11. Rights of Inspection by Members. Any member may inspect and copy at reasonable cost during the usual business hours any of the Association's documents, books, records and papers, except that a majority of the entire Board of Directors of the Association may, by record vote stating the grounds therefore, deny access to a particular class of materials after a determination that disclosure of the contents of such materials would do substantial injury to the interests of the Association or to the privacy right of individual persons. Provided, however, that personnel records, sealed bids, records closed by law or court order and privileged or confidential records are not subject to inspection.

Add a new "Section 1.12. Robert's Rules of Order. At any meeting of members, any member may invoke Robert's Rules of Order, and such meeting shall thereafter be conducted in accordance with the current edition of such rules."

Strike the first sentence of Section 2.01 and substitute: "The business and affairs of the

Association shall be managed under the direction of its Board of Directors."

Strike the first sentence and the first clause or the second sentence of Section 2.03 and substitute: "Each Director shall be a member in good standing of the Association. At each annual meeting of members,".

Strike "numbers" and "his" in paragraph A of Section 2.04 and substitute "members" and "their" respectively.

Strike paragraph B of Section 2.01 and substitute: "Any vacancy occurring by reason of increase in the number of Directors may be filled by action of a majority of the entire Board of Directors. A Director elected by the Board of Directors to fill such a vacancy shall be elected to hold office until May 1 following the next annual meeting of members or until a successor is elected and qualified."

Add a new "Section 2.04C. In the event any Director shall cease to be a member of the Association, that Directorship and any additional offices held in the Association by that Director shall be thereupon become vacant."

Strike the first clause of the first sentence and add the last clause of the first sentence of Section 2.05 and substitute, "After May 1 following each meeting of members" and "the Board of Directors shall meet at eight (8) o'clock P.M. on May 1, if not a Sunday or legal holiday, or if that day is Sunday or a legal holiday, on the first day following which is not a Sunday or a legal holiday.", respectively.

Strike "Chairman" in Section 2.06 and substitute "Chairperson".

Strike "each" in the first sentence of Section 2.07 and substitute "every". Strike "him" and "his" wherever they occur in that sentence and substitute "them" and "their", respectively. Make plural "residence", "place", and "address" in that sentence.

Add a new paragraph to Section 2.07: "The Board of Directors shall adopt rules to assure to the extent practicable, that notice be given to members of the Association of regular and special meeting of the Board of Directors and of all committees thereof."

Strike "to" in the last phrase of Section 2.10 and substitute "of".

Add a new "Section 2.11 Roberts Rules of Order. At any meeting of the Board of Directors or of any committee thereof, any Director or any member of any such committee, respectively, may invoke Robert's Rules of Order, and such meeting shall thereafter be conducted in accordance with the current edition of such rules."

Add a new "Section 2.12. Open Meetings. Meetings of the Board of Directors and of any committee thereof shall be open to members of the Association, except that a portion of any such meeting may be closed if two-thirds of the Directors or committee members, respectively, present, by record vote and stating the grounds therefore, determines that open discussion would do substantial injury to the interested of the Association or to the privacy rights of individual persons."

Strike "Chairman" wherever it occurs in Section 4.01 and substitute "Chairperson". Strike the second sentence of Section 4.01 and substitute: "The Chairperson, when present, shall preside at all meetings of the Board of Directors and meetings of members and shall and may exercise such additional powers and duties as are from time to time assigned by the Board of Directors."

Add a new "Section 4.02. President. The Chairperson of the Board shall also be the President of the Association."

That the first clause in the fourth sentence of Article IV, Section 4.02 of the By-Laws of the corporation, relating to the Manager presiding over meetings of the members and of the Board of Directors in the absence of the Chairperson, is hereby deleted in its entirety. That whenever

found in said Section, the word “he” is hereby deleted and replaced with “the Manager.” Renumber the current Section 4.02 to Section 4.03. The 1st paragraph of the new Section 4.03 is hereby revised so as to read as follows: “Section 4.03 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 the Columbia Park & Recreations Association, Inc. (CPRA) and the Association shall generally advise the Association in the conduct and operations of its affairs. The Manager shall have, generally, charge and supervision of the business of the Association; the Manager may sign and execute bond 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 the Manager shall perform all duties as, from time to time, may be assigned to the Manager by the Board of Directors.

In the second paragraph of Section 4.03 add after “records of the Association” the following “and shall permit inspection and copying, at a reasonable rate of such records as required by law, by the Charter of the Association and by these By-Laws.”

Renumber the current Section 4.03 to Section 4.04. In the second sentence strike “required” and substitute “required”. In the third sentence strike “Each” and substitute “Every”; strike both occurrences of “his” and substitute “their”; make “election” and “successor” plural; and strike “he” and substitute “they”.

Delete the current Section 4.04. (See the new Article IX below.)

In Section 4.05 strike “dutues” and substitute “duties”.

Strike the portion of Section 7.03 following the word “adopted” and substitute “by concurrent action of the Board of Directors and the members at any annual meeting.”

In Section 8.02 in paragraphs (a) and (c) strike “Chairman” and substitute “Chairperson”; in paragraph (b) add “Columbia” before “Council”; in paragraph (b) in the last clause of the first sentence add “a” before “member”; in paragraph (c) (viii) strike “addition” and substitute “additional”.

In Section 8.03 strike the third sentence and substitute; “The petition, to be circulated by the candidate or by other persons on behalf of and with the consent of the candidate, will show the candidate’s signature, full name and address and the office being sought.” In the seventh sentence strike “his” and substitute “the nominee’s”.

In Section 8.04 in the second sentence strike “respective Board”. In the third sentence strike “Board”; strike “as he may require” and substitute “as may be required”.

In Sections 8.05 and 8.08 add “Columbia” before “Council” each time it occurs.

In Section 8.06 strike “Declaration of the Association” and substitute “Kings Contrivance Declaration”.

In section 8.07 through 8.09 strike “Chairman” each time it occurs and substitute “Chairperson”.

Add a new “ARTICLE IX”

“ARTICLE IX

Columbia Council Representative

Section 9.01 Powers. The Representative of the Association on the Columbia Council shall perform those functions, and shall have those powers, specified in the Charter of the Association and the Charter of CPRA.

Section 9.02 Number and Election. There shall be one Representative of the Association

on the Columbia Council. The Representative shall be a member of the Association. At an annual meeting of members, the members shall elect a Representative to hold office for a term of 2 years, beginning on May 1 of the year elected, or until a successor is elected and qualifies. 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 the Representative from office and may elect a successor to fill the resulting vacancy for the unexpired term of the removed Representative.

Section 9.03. Vacancies. Any vacancy occurring in the office of Representative on the Columbia Council may be filled by the Board of Directors of the Association.

Section 9.04. Compensation. The representative on the Columbia Council as such shall not receive any compensation for service to the Association. The Representative may receive compensation for serving the Association in any other capacity, however.”

1983

EXHIBIT A
AMENDMENTS TO THE KINGS CONTRIVANCE VILLAGE COVENANTS

Redesignate Section 3.02(C) as Section 3.03. Strike the remainder of Sections 3.01 through 3.03, which establish the current voting rule of one vote for each unit or lot and which contain other membership and voting provisions duplicating those in the Articles of Incorporation of the King Contrivance Community Association, Inc.; substitute the following:

"Section 3.01. Members of the Association, entitled to vote at meetings of members, shall be residents of the Property, aged 18 or older.

Section 3.02. Members of the Association, entitled to vote on amendments to this Declaration under Section 13.01 and on annexations under Section 2.02 hereof, shall be Owners. Owners shall be entitled to one vote for each "Unit" (as defined in Section 1.17 hereof) they own or hold."

Strike the figure "90%" in Section 13.01, regarding the proportion of property owners currently required to consent to amendments of the Covenants and substitute "60%". Strike the last sentence of Section 13.01, which provides that 67% of property owners may consent to amendments of the Covenants after December 31, 2016.

AMENDMENTS TO THE ARTICLES OF INCORPORATION OF
KINGS CONTRIVANCE COMMUNITY ASSOCIATION, INC.

Strike Article Sixth, regarding definition of members of the Association. and substitute: "Every resident of the Property, aged 18 or older, shall be a member of the Association. Proof of eligibility for membership shall be as provided in the By-Laws."

Strike paragraphs A and B and subparagraphs i, ii, and iv of paragraph E of Article Seventh, thereby deleting the current voting rule of one vote for each unit or lot; redesignate the remaining paragraphs and subparagraph as appropriate.

Strike the first sentence of subparagraph i of paragraph 5 of Article Ninth, defining quorum, and substitute: "A quorum at any meeting of members shall be that number which is 50% of the average (arithmetical mean) of votes cast in each of the last three annual meetings of members."

Strike subparagraph ii of paragraph 6 of Article Ninth, regarding member voting on revision of the Charter, and substitute: "two-thirds (2/3) of the members voting at a meeting of members at which a quorum is present."

Strike subparagraphs i and ii of paragraph 7 of Article Ninth, regarding member voting on certain extraordinary corporate actions, and substitute: "upon the affirmative vote of two-thirds (2/3) of the members voting at a meeting of members at which a quorum is present."

AMENDMENTS TO THE BY-LAWS OF
KINGS CONTRIVANCE COMMUNITY ASSOCIATION, INC.

Strike the portion of the first sentence of Section 1.05 preceding the semicolon, defining quorum, and substitute: "At any meeting of members the presence in person of members in that number, which is 50% of the average (arithmetical mean) of votes cast in each of the last three annual

meetings of members, shall constitute a quorum".

Strike subsections i and iii, regarding voting by corporate and governmental entities; strike the designation to subsection ii and the following "; and" in Section 1.07A.

Strike Section 1.08, regarding list of members.

Renumber Section 1.09 as Section 1.08.

Add a new "Section 1.09. Proof of Membership. Proof of age may be established by such evidence as shall have been approved by resolution of the Board of Directors. Proof of residence may be established by presence on the CPRA assessment rolls or the apartment tenant lists or by presentation of deed or lease, Howard County voter registration card, Maryland driver's license, or Howard County library card or by such other evidence as shall have been approved by resolution of the Board of Directors."

Strike the first four sentences of Section 8.06, regarding balloting, and substitute: "Members in good standing pursuant to Article III of the Declaration of the Association shall be eligible to vote in annual elections. The Election Committee shall require satisfactory proof of membership, as set forth in Section 1.09 of these By-Laws. The Election Committee shall keep two true and complete lists of persons casting ballots in each annual election. The first shall list the voters in alphabetical order and shall include their addresses. The second shall list the voters by order of their addresses, using the CPRA assessment rolls and the apartment tenant lists as a basis."

1981

Amendments to the Kings Contrivance Community Association, Inc. By-Laws
August 19, 1996
Vote to approve was taken on Election Day, April 20, 1996

Strike Section 1.01 and substitute: "SECTION 1.01. Annual Meetings. The Association shall hold each year, an annual meeting of the members for the election of Directors and/or the election of a representative to serve for a two-year term as the representative of the Association on the Columbia Council, and the transaction of any business within the powers of the Association, during the month of April in each year. The Directors shall specify the time(s) and date(s) of the annual meeting, provided only that it shall not be held on a Sunday or legal holiday. Any business of the Association may be transacted at an annual meeting without being specifically designated in the notice, except such business as is specifically required by statute or by charter to be stated in the notice. Failure to hold an annual meeting at the designated time(s) shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts."

Strike Section 8.01 and substitute: "SECTION 8.01. Elections. Elections will be held for Board of Directors and/or a Representative to the Columbia Council on one or more days in April, other than on a Sunday or legal holiday, specified each year by the Board of Directors as a part of the annual meeting. One or more polling places within the Village of Kings Contrivance shall be as specified by the Board of Directors and will be open for voting at times to be specified by the Board of Directors, which shall be during the annual meeting. There shall be no electioneering within 100 feet of any polling place. The annual meeting shall begin at the time and the polling place(s) open for balloting. A quorum for the annual meeting of members shall be determined on the basis of the total number of members casting votes during the period of time that the balloting takes place and the annual meeting shall not be subject to adjournment during the hours that balloting is taking place, on the basis that there is an absence of, or lack of, a quorum at any particular time during the hours of polling. Any issue to be voted upon by the members must be included on the ballot."

Strike Section 8.07 and substitute: "SECTION 8.07. Absentee voting. Any eligible member of the Association may cast an absentee ballot prior to election day, whether or not the member would be available to vote at a polling place on election day. It will be the duty of the Village Board of Directors to establish a method to provide absentee ballots to the members of the Association and to receive, safeguard, and count all absentee ballots cast prior to election day. Absentee ballots shall be made available to the members of the Association at least fifteen days prior to the election. All absentee ballots cast shall contain a detachable statement signed by the member certifying that he or she will not cast a ballot at a polling place on election day. The Election Committee shall accept absentee ballots which are returned by hand delivery, or by mail, until 9:00p.m. of the day prior to the start of the election."

Amendment to the Kings Contrivance Community Association, Inc. By-Laws
April 22, 1998
Vote to approve was taken on Election Day, April 18, 1998

ARTICLE V, Finance, SECTION 5.02 Annual Reports

Strike ARTICLE V, Finance, SECTION 5.02 Annual Reports. and substitute: "ARTICLE V, Finance, 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 advertised in a July issue of the village newsletter and made available to residents at Amherst House no later than July 15.

RECORDED AMONG THE LAND RECORDS OF HOWARD COUNTY, MARYLAND IN
LIBER 0825 FOLIO 092-121

KINGS CONTRIVANCE VILLAGE COVENANTS

Deed, Agreement and Declaration

THIS DEED, AGREEMENT AND DECLARATION, Made this 27th day of May, 1977, by and between THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation (hereinafter referred to as "HRD" and "Declarant"), Grantor. and Rose Marie Venere, unmarried, of Baltimore 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 additional covenants, agreements, easements, restrictions, charges and liens (hereinafter referred to collectively as the "Kings Contrivance Village Covenants") as hereinafter set forth;

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

WHEREAS. Kings Contrivance 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 Kings Contrivance Village Covenants to run with. burden and bind the Property, HRD does by this deed, convey the Property to the Grantee upon condition that she, 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 Kings Contrivance 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 Kings Contrivance 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 Kings Contrivance Village Covenants which it is here by 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 Kings Contrivance 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 Kings Contrivance 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 ten (10) 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 of 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 thereof, exclusive of any plots of land designated as open space or common access uses.

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 the Property; and (iii) any share, membership or other interest in any cooperative or other entity organized and operated for the purpose of making residential dwelling units available to its shareholders, members or other beneficiaries, which share, membership or other interest entitles the owner thereof to possession of any residential dwelling unit within the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

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

SECTION 1.19. "Structure" shall mean and refer to any thing or device other than trees (except for evergreen trees planted in the form of a hedge or barrier), shrubbery (less than two (2) feet high if in the form of a hedge) and landscaping, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation any building, garage, porch, shed, greenhouse, or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall, barrier or hedge more than two (2) feet in height (whether made of shrubbery or evergreen trees), signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing

or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot and (ii) any change in the grade of any Lot of more than six inches from that existing at the time of purchase by each Owner.

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

SECTION 1.21. "Village Covenants" shall mean and refer to these Kings Contrivance Village Covenants applicable to the Village of Kings Contrivance.

SECTION 1.22. "Final Development Plan" as used herein shall mean and refer to each of 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 cause additional portions of such larger area of land to be subjected to the terms of this Declaration in the manner prescribed in Section 2.02 hereof. Each Owner and each Tenant, by the act of becoming such, shall be taken to have acknowledged and agreed (i) that the Property described in Exhibit A and such property as may be annexed pursuant to Section 2.02 hereof shall be the only property subject to the Kings Contrivance 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 or any other person owning land in the general area of the Property with the written approval of HRD may, from time to time, annex additional lands to the Property, and thereby subject the same to the Kings Contrivance 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 the ten (10) year period commencing with the date of the recording of this Declaration, HRD, or any other person with the written approval of HRD, may annex additional lands to the Property in its absolute discretion. From and after the termination of said ten (10) 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.

SECTION 2.03. The Restrictions contained in this Declaration 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, but such Restriction shall continue to apply to the Property, or any portion thereof, at such time as the Property or any portion thereof, is no longer owned or leased by the United States, State of Maryland, Howard County or any instrumentality or agency thereof.

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 member 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 Kings Contrivance 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 Kings Contrivance 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, or 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 a 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 appraised 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 Kings Contrivance 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 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 Kings Contrivance Village Covenants exists, and (iii) for a period not to exceed thirty (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 or 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 nor more than sixty (60) days in advance of the meeting at which such instrument is first presented for signature.

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

ARTICLE VI

COVENANTS FOR MAINTENANCE

SECTION 6.01. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the "Architectural Committee," as hereinafter defined, any Owner fails to perform the duties imposed by the preceding sentence, 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 one such member of any plans and specifications submitted under this Article VII, or the granting of any approval, permit or authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon modification or specified conditions by one such member shall also be final and binding, provided, however, that in any such case, any applicant for such approval, permit or authorization may, within ten (10) days after receipt of notice of any such adverse decision, file a written request to have the matter in question reviewed by the entire Architectural Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Architectural Committee. Thereafter, the decision of a majority of the members of the Architectural Committee with respect to such matter shall be final and binding.

SECTION 7.02. No Structure shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Committee, but in any event shall include (i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side setbacks 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 Kings Contrivance 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 statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any 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 Kings Contrivance Village Covenants and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question .

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

SECTION 7.06. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans

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

If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, 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 this 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 Lands Records of Howard County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

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

SECTION 7.08. The Architectural Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Article VII, payable at the time such plans and specifications are so submitted, provided, that such fee shall not exceed 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 of 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 thereon are in compliance with the provisions hereof; and neither HRD, CPRA, the Association nor the Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VIII

GENERAL COVENANTS AND RESTRICTIONS

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

(a) No 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, metals, bulk materials, 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 materials, 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, at 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 reasonably 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 of 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 Kings Contrivance 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 Kings Contrivance Village Covenants shall be taken to govern and control.

SECTION 10.02.

(a) Each 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 of the Development Period, 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 the Property or any portion thereof, nor any building or other Structure erected thereon shall be used or permitted to be used, temporarily or permanently for any of the following purposes, namely: (i) for the establishment or maintenance thereon of any department store, discount department store or variety store; nor shall any Lot within the said Property except those designated by HRD for Village Center or Neighborhood 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; (ii) for an amusement park or for the operation of ferris wheels, merry-go-rounds, roller coasters, haunted or fun houses, barrel rolls, side shows, penny arcades, live

animal shows, marine life shows or wild animal preserves (provided this (ii) 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 this Section 10.03 shall inure to the benefit of and be enforceable solely by HRD, shall be capable of being amended or deleted in whole or in part by HRD without the consent of any other person and shall not give any third party any right or cause of action on account of the terms thereof.

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 or portion thereof may be used for model 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 as expressly permitted herein;
- (c) locate Structures other than the principal dwelling house within set-back areas;
or
- (d) use Structures other than the principal dwelling house for residence purposes on a temporary basis.

ARTICLE XII

WATERFRONT AREAS AND WATERWAYS

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

(a) No wharf, pier, bulkhead, or other structure or obstruction shall be built or maintained upon any waterfront site or into or upon any Waterway on the Property or adjacent thereto except with the specific written approval of 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 structures or equipment shall be installed, constructed or maintained upon any Lot, nor shall any boat or boat trailer be stored on any Lot in such manner as to be visible from surrounding properties or from the abutting Waterway.

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

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

ARTICLE XIII

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 31st 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 31, 2016, this

Declaration may be amended and/ or terminated in its entirety by an instrument signed by not less than 67% of the Lot Owners which instrument shall be filed for recording among the Land Records of Howard County, Maryland, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

ARTICLE XIV

GENERAL

SECTION 14.01. Except as otherwise provided herein, 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 Kings Contrivance 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, heirs, 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 thereof 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, by way of judgment which becomes final, 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 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 regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, CPRA and the Architectural Committee shall take into consideration the best interests of the Owners and Tenants and of the Property to the end that the Property shall be preserved and maintained as a high quality community.

In granting any permit, authorization, or approval, as herein provided, CPRA and the Architectural Committee may impose any conditions or limitations thereon as they shall deem advisable under the circumstances 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 Kings Contrivance 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 Kings Contrivance 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 interest in any Lot, whether or not the same incorporates or refers to this Kings Contrivance Village Covenants, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these Kings Contrivance 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.

STATE OF MARYLAND)
) SS:
COUNTY OF HOWARD)

EXHIBIT A

All of the Property located in the Sixth Election District of Howard County, Maryland, as shown on the Plats entitled "Columbia, Village of Kings Contrivance, Section 1, Area 1, Sheets 1 through 9 inclusive," as recorded among the Land Records of Howard County, Maryland, in Plat Books 3575 through 3583 inclusive.

Mailed to: Rouse Company
 Rouse Building
 Columbia, Md. 21044

Rec'd For Record May 31, 1977 at 9:00 o'clock A.M. Same day Recorded and Ex'd Per C. Merritt Pumphrey, Clerk.

Kings Contrivance Community Association, Inc.

ARTICLES OF INCORPORATION

FIRST: THE UNDERSIGNED, Stephen D. Langhoff, whose post office address is The Rouse Building, Columbia, Maryland 21044, being at least twenty-one years of age, acting as incorporator, does hereby form a corporation under and by virtue of the General Laws of the State of Maryland.

SECOND: The name of the corporation (which is hereinafter called the "Association") is KINGS CONTRIVANCE 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 non-profit 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 Kings Contrivance (the "Property") and located upon the property described in that certain Deed, Agreement and Declaration (hereinafter referred to as the "Kings Contrivance Declaration") dated May 27, 1977, between HRD, ROSE MARIE VENERE and THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC. (hereinafter referred to as "CPRA"), and filed for recording among the Land Records of Howard County, Maryland and such additions thereto as may hereafter be annexed thereto pursuant to the provisions of the Kings Contrivance 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 the property in, and the residents of, the Property;
2. to assist CPRA in the conduct of its activities and performance of its responsibilities relating to the operation, maintenance and development of community facilities and services within Columbia, and particularly that part thereof forming the Property, as the same are more fully set forth in that certain Deed, Agreement and Declaration dated the 13th day of December, 1966, by and between CPRA and C. AILEEN AMES and filed for recording among the Land Records of Howard County and recorded in Liber W.H.H. 463, Folio 158, (hereinafter referred to as the "CPRA Declaration") and the Articles of Incorporation of CPRA;
3. to provide an organization through which the owners of property in, and the residents of, the Property shall be represented, by a member of the Association, on the Columbia Council, an unincorporated association, the membership of which will be composed of representatives of various associations in Columbia which have been approved by CPRA, said Council, in turn, being entitled to nominate from among its membership, persons to be elected and serve on the Board

of Directors of CPRA, all as provided in the Articles of Incorporation of CPRA; and

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

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

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

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

3. to impose, collect and disburse dues and assessments in accordance with and subject to the provisions of the Kings Contrivance 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 the 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 Kings Contrivance 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 the 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 provision of this Article Seventh shall be entitled to one vote for each such lot, unit, share, membership, or other 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 Kings Contrivance Restrictions as defined in the Kings Contrivance 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 Kings Contrivance 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 8 of this Article Seventh, any one such member shall be entitled to cast the vote with respect to the lot, unit, share, membership or other interest in question; (iii) that members unable to attend a meeting at which Directors are to be elected or at which a representative to the Columbia Council is to be elected shall be entitled to file a written vote under absentee balloting regulation provided in the By-Laws; and (iv) agencies or instrumentalities of the Federal Government, if otherwise entitled to vote, may vote by written proxy.

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

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

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

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

EIGHTH: The affairs of the Corporation shall be managed by a Board of five (5) directors,

at least two of whom shall be members of the Association except as herein provided with regard to the initial Board of Directors. The initial Board of Directors shall consist of five (5) directors who shall hold office until the election of their successors. At the first annual meeting of the Association to be held on or before April 30, 1978, the members shall elect five (5) directors, at least two of whom shall be elected from among the membership of the Association, and with three (3) being elected for a term of one year and two (2) being elected for a term of two years. At annual meetings thereafter, the members shall elect, in alternate years, either three directors or two directors, each for a term of two (2) years. The names of those persons who are to act as directors until the election of their successors are:

MICHAEL D. SPEAR, FREDERICK W. GLASSBERG, DOUGLAS A. MCGREGOR,

ALTON J. SCAVO, WALTER E. WOODFORD, JR.

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

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

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

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

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

4. Any person who is serving or has served as 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. (i) 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 Section 5-206, Corporations and Associations Article of the Annotated Code of Maryland (1975 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.

(ii) A quorum for the annual meeting of members shall be determined on the basis of the total number of members casting votes during the period of time of such meeting that the balloting takes place, and the annual meeting shall not be subject to adjournment during the time specified for the balloting because of the absence of, or lack of, a quorum at any particular time during the election process; provided, however, that no business or matter other than as specified on the written election ballot shall be conducted or voted upon during that portion of the annual meeting devoted to the balloting for the election of directors and other matters specified on the written election ballot.

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 vest in any non-profit corporation formed and operated for purposes similar to those set forth herein for the Association, Howard County, the State of Maryland, or the United States of America, in the order

stated.

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

9. The members of the Association shall in each year, elect from among the members thereof a representative to serve a one-year term as a member of the Columbia Council. The representative so elected shall be entitled, ex officio, to attend all meetings of the Board of Directors and shall have the same rights as a Director, except that he shall not have the right to vote as a Director on any matter. Any vacancy occurring in the position of representative of the Association on the Columbia Council may be filled by a member of the Association who receives the affirmative vote of a majority of the directors on the Board of Directors. Any representative elected to fill a vacancy shall serve until the expiration of the term of the representative whose vacancy he was elected to fill.

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 Kings Contrivance 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, I have signed these Articles of Incorporation this 31st day of May, 1977.

/s/ Stephen D. Langhoff

Stephen D. Langhoff

BY-LAWS

Kings Contrivance Community Association, Inc.

ARTICLE I

Members

SECTION 1.01. Annual Meetings. The Association shall hold each year, commencing with the year 1978, 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, during the month of April in each year. The Directors shall specify the time and date of the annual meeting, provided only that it shall not be held on a Sunday or legal holiday. Any business of the Association may be transacted at an annual meeting without being specifically designated in the notice, except such business as is specifically required by statute or by the charter to be stated in the notice. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

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

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

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

SECTION 1.05. Quorum. Unless otherwise provided in the charter, at any meeting of members the presence in person of members entitled to cast 10% of the votes thereat shall constitute a quorum; but this section shall not affect any requirement under statute or under the charter of the Association for the vote necessary for the adoption of any measure. In the absence of a quorum the members present in person, by majority vote and without notice other than by

announcement, may adjourn the meeting from time to time until a quorum shall attend. In addition, at such a meeting where a quorum of members is not present in person, a majority of the members present may call a further meeting of members, in accordance with the provisions of Section 5-206, Corporations and Associations Article, Annotated Code of Maryland (1975 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 Kings Contrivance Restrictions contained in the Deed, Agreement and Declaration between The Howard Research And Development Corporation (HRD) and Rose Marie Venere, dated the 27th day of May, 1977 and filed for recording among the Land Records of Howard County (the Kings Contrivance 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 elections for Directors of the Association and for a representative to the Columbia Council shall be conducted in accordance with the procedures set forth in Article VIII of these By-laws; and (iii) agencies or instrumentalities of the Federal Government, if otherwise entitled to vote, may vote by written proxy.

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

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

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

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

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

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

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

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

successors are elected and qualify. Except for the Directors initially elected for a term of one (1) year, each Director shall be elected for a term of two (2) years. Each term of office shall begin on May 1 of the year elected and shall continue for two years, or until successors are elected and qualify. At any meeting of members, duly called and at which a quorum is present, the members may, by the affirmative vote of the members entitled to cast the majority of votes thereon, remove any Director or Directors from office and may elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed Directors.

SECTION 2.04. Vacancies.

A. Any vacancy occurring in the Board of Directors for any cause other than by reason of an increase in the number of Directors may be filled by a majority of the remaining numbers of the Board of Directors, although such majority is less than a quorum. A Director elected by the Board of Directors to fill such a vacancy shall be elected to hold office for the remaining unexpired portion of the term or until his successor is elected and qualifies.

B. Any vacancy occurring by reason if an increase in the number of Directors may be filled by action of a majority of the entire Board of Directors. A Director elected by the Board of Directors to fill such 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 8:00 o'clock P.M. on the day of such meeting. Such first meeting shall be held such place within or without the State of Maryland as may be designated by the members, or in default of such designation at the place designated by the Board of Directors for such first regular meeting, or in default of such designation at the Office of the Corporation in Columbia, Maryland. No notice of such first meeting shall be necessary if held as hereinabove provided. Other regular meetings of the Board of Directors shall be held on such dates and at such places within or without the State of Maryland as may be designated from time to time by the Board of Directors.

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

SECTION 2.07. Notice of Meetings. Except as provided in Section 2.05, notice of the place, day and hour of every regular and special meeting shall be given to each Director two days (or more) before the meeting, by delivering the same to him personally or by sending the same to him by telegraph, or by leaving the same at his residence or usual place of business, or, in the alternative, by mailing such notice three days (or more) before the meeting, postage prepaid, and addressed to him at his last known post office address, according to the records of the Association. Unless required by these by-laws or by resolution of the Board of Directors, no notice of any meeting of the Board of Directors need state the business to be transacted thereat. No

notice of any meeting of the Board of Directors need be given to any Director who attends, or to the 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 to the Board or Committee.

ARTICLE III

COMMITTEES

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

ARTICLE IV

OFFICERS

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

SECTION 4.02. Manager. The Board of Directors shall in each year elect one person (who need not be a member of the Association) to serve as the Manager of the Association. The Manager of the Association shall, *ex Officio*, be the Secretary and the Treasurer of the Association. The Manager shall provide liaison between CPRA and the Association and shall generally advise the

Association in the conduct and operation of its affairs. In the absence of the Chairman of the Board, the Manager shall preside at all meetings of the members and of the Board of Directors at which he shall be present; he shall have generally, charge and supervision of the business of the Association; he may sign and execute bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated to some other officer or agent of the Association; and, in general, he shall perform all duties incident to the office of a City Manager with regard to the Village of Kings Contrivance and such other duties as, from time to time, may be assigned to him by the Board of Directors.

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

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

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

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

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

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

SECTION 4.05. Subordinate Officers. The Board of Directors may from time to time appoint such subordinate officers as it may deem desirable. Each such officer shall hold office for such

period and perform such duties as the Board of Directors or the Manager may prescribe. The Board of Directors, may from time to time, authorize any committee or officer to appoint and remove subordinate officers and prescribe the duties thereof.

SECTION 4.06. Compensation. None of the officers of the Association (other than the Manager or Assistant Managers) shall be compensated by the Association for services rendered in the capacity of such office. Any such officers (other than the Manager or Assistant Managers) who serve the Association in any other capacity, however, may receive compensation therefor. The Manager and any Assistant Managers may receive such compensation as may be determined from time to time by resolution of the Board of Directors.

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

ARTICLE V

FINANCE

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

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

SECTION 5.08. Fiscal Year. The fiscal year of the Association shall be the twelve calendar months period ending the last calendar day of February of each year, unless otherwise provided by the Board of Directors.

ARTICLE VI

CERTIFICATES OF MEMBERSHIP

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

ARTICLE VII

SUNDRY PROVISIONS

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

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

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

ARTICLE VIII

ELECTIONS

SECTION 8.01. Elections. Elections will be held for Board of Directors and a Representative to the Columbia Council on a day in April, other than a Sunday or legal holiday, specified each year by the Board of Directors as a part of the annual meeting. Polling places shall be as specified by the Board of Directors within the Village of Kings Contrivance and will be open for voting at a time to be specified by the Board of Directors which shall be during the annual meeting. There shall be no electioneering within 100 feet of the polling place. The annual meeting shall begin at the time the polling places open for balloting. A quorum for the annual meeting of members shall be determined on the basis of the total number of members casting votes during the period of time that the balloting takes place, and the annual meeting shall not be subject to adjournment during the time that the balloting takes place because of the absence of, or a lack of, a quorum at any particular time during the election process. During the time the polling places are open, no business or matter other than as specified on the written election ballot, shall be conducted or voted upon.

SECTION 8.02. Election Committee.

- a) Appointment of the Election Committee. The Board of Directors of the Association shall appoint an Election Committee and a Chairman before the second week in February of each year. The Board shall fill any vacancies from time-to-time as they occur.
- b) Eligibility for Membership on the Election Committee. Any member of the Association eligible to vote in the next forthcoming election of Directors and Council Representative shall be eligible for membership to the Election Committee, but in no event shall member be a candidate for any Association office. No member of the Election Committee may actively campaign for or against any candidate.

- c) *Duties and Powers of the Election Committee.* The Election Committee upon being certified by the Chairman of the Board of Directors, shall be wholly responsible for the proper conduct of the annual elections of the Columbia Council Representative and the Board of Directors and to that end, the Election Committee shall be empowered to:
- i) establish such administrative rules and regulations as are necessary to the orderly conduct of the election; and
 - ii) prepare and make available such blank nomination petitions as are necessary; and
 - iii) prepare all absentee ballots and regular ballots upon the receipt of all nomination petitions upon the closing of the nomination period prescribed; and
 - iv) establish and publicize a location for the purpose of receiving requests for, issuing and receiving absentee ballots; and
 - v) distribute the absentee ballots in accordance with Section 8.07 of these By-laws; and
 - vi) issue, receive and count all the ballots cast and post results upon the closing of the polls; and
 - vii) certify, in writing, the names of those persons elected and the offices to which they were elected, respectively, to the incumbent Board of Directors of the Association: and
 - viii) appoint such addition interim associates as are necessary to the conduct of the election itself; and
 - ix) in the event of a challenge, prepare and submit a statement of the conduct of the election to the incumbent Board of Directors.
- d) *Acceptance of Petitions, Withdrawals, Ballots & Challenges.* The Election Committee shall:
- i) accept any valid nomination petition and upon such acceptance, shall issue a certification of candidacy to the nominee;
 - ii) accept any written withdrawal of candidacy, signed by the candidate. Upon receipt of any valid withdrawal. the candidate's name shall be obscured from the ballot;
 - iii) validate all absentee ballots and accept only validated absentee ballots. The Committee shall validate all regular ballots at the poll as they are distributed and shall accept only those ballots so properly validated;
 - iv) accept and rule on any written challenge submitted and signed by any candidate or member of the Election Committee.

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

SECTION 8.04. *Candidates' Statements.* Each candidate meeting the requirements for nomination, as set forth herein, may prepare a written campaign statement of not more than one

hundred fifty (150) words. This statement, in order to be reproduced and distributed at the expense of the Association, shall be submitted to the respective Board Manager no later than the 25th day of March. The Board Manager, with such assistance as he may require, shall prepare and distribute no later than five (5) days before the Election, in either a regular or special publication, the names of all candidates, the positions they seek, and their prepared statements. Candidates' statements will not be edited.

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

SECTION 8.06. Balloting. Members in good standing pursuant to Article III of the Declaration of the Association as of March 1st of each year shall be eligible to vote in the subsequent annual election. The CPRA assessment rolls and the apartment tenant lists together form the official voter registration list. A list of eligible voters shall be posted at the polling places no later than two weeks prior to the election date. Non-appearance of a qualified voter's name shall be referred to the Election Committee for resolution. Each candidate shall be allowed one representative to observe the counting of the ballots by the Election Committee. The number of candidates corresponding to the number of positions on the Board of Directors being elected who shall have received the highest number of votes shall be declared the winners of that election. The one candidate receiving the largest number of votes for Representative to the Columbia Council shall be declared winner of that election.

SECTION 8.07. Absentee Ballot. Any eligible member of the Association who will be unable to cast a ballot at the designated polling place may cast an absentee ballot. The absentee ballot may be requested in writing or in person from the Chairman of the Election Committee or his designee. It will be the duty of the Election Committee to prepare, control, distribute, count, and account for absentee ballots. Absentee ballots may be requested in writing from the twentieth day until the tenth day prior to the election or requested in person from the twentieth day until the day prior to the election. The absentee ballot will contain a detachable statement signed by the member certifying that he will be unable to cast his ballot at the designated polling place and that no other member of his residence will cast a ballot at the polling place. The Election Committee will accept absentee ballots returned by the voter, in person or by mail, until midnight of the day prior to the election.

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

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

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

The Kings Contrivance Community Association



Architectural Guidelines

Revised 2023



Kings Contrivance Community Association

Amherst House 7251 Eden Brook Drive, Columbia, Maryland 21046

(410) 381 9600 Fax (410) 381 9628

covenants@villageofkc.org

June 2023

Dear Resident,

The Architectural Committee and the Resident Architectural Committee of Kings Contrivance are pleased to present you with a detailed set of updated Guidelines designed to assist you in applying for exterior alterations and in home businesses. The Guidelines are the result of much deliberation, debate, experience, and legal counsel.

The overall goal of these Guidelines is to keep our community an attractive and desirable place in which to live. We hope their use will provide practical means of accomplishing this goal. This booklet is also intended to answer some of your questions about how the Architectural Committee (AC) and the Resident Architectural Committee (RAC) operate and on what basis decisions are made.

The Architectural Committee and the Resident Architectural Committee encourage retrofitting of homes to conserve energy and lower our Village's carbon footprint.

Any questions may be directed to the village Covenant Advisor through the village office (410-381-9600) or to any member of the Resident Architectural Committee.

Sincerely,

The Kings Contrivance Village Board
Sitting as The Architectural Committee
The Kings Contrivance Resident
Architectural Committee

Kings Contrivance Guidelines for Exterior Alterations and In-Home Businesses and Professions

CONTENTS

WHAT ARE THE KINGS CONTRIVANCE VILLAGE COVENANTS?	4
WHY DO WE HAVE ARCHITECTURAL GUIDELINES?	4
WHO OVERSEES THE ARCHITECTURAL REVIEW PROCESS?	5
WHAT STEPS MUST RESIDENTS TAKE?	6
WHAT DO YOU NEED TO COMPLETE YOUR APPLICATION?	7
WHAT IS THE REGULAR PROCESS?	7
WHAT IS THE SPEEDY PROCESS?	8
RAC MEETING PROCEDURES	9
HOW DO YOU APPEAL THE DECISION IF YOU DISAGREE?	10
PROCEDURES FOR REVIEW OF APPEALS BY THE AC	11
WHAT IS THE PROCESS FOR COVENANT ENFORCEMENT?	12
UPDATE YOUR CERTIFICATE OF COMPLIANCE	12
IMPORTANT AGENCY PHONE NUMBERS	13
KINGS CONTRIVANCE ARCHITECTURAL COMMITTEE BY-LAWS	14
RESIDENT ARCHITECTURAL COMMITTEE BY-LAWS	18
GENERAL GUIDELINE	24
ANTENNAS AND SATELLITE DISHES	26
ATTIC VENTILATORS	27
AWNINGS	28
BASKETBALL BACKBOARDS AND POLES	29
CHICKEN KEEPING	30
CHIMNEYS AND FLUES	31
CLOTHESLINES	32
COLOR CHANGES	33
COMPOST PILES	34
DECKS / PLATFORMS	35
DOG RUNS AND DOG HOUSES	36
DRIVEWAYS	37
ELECTRIC CAR CHARGING STATIONS	38

EXTERIOR DECORATIVE OBJECTS.....	39
FENCES	40
GARAGE DOORS.....	42
GARDENS.....	43
GENERATORS.....	44
GREEN TECHNOLOGY AND SUSTAINABILITY	45
GUTTERS AND DOWNSPOUTS.....	46
HEATING AND AIR CONDITIONING UNITS.....	47
HOUSE NUMBERS	48
IN-HOME BUSINESSES AND PROFESSIONS	49
LANDSCAPING, PLANTING AND ROCK GARDENS.....	50
LIGHTING.....	51
MAJOR BUILDING ADDITIONS.....	52
OTHER ALTERATIONS.....	53
PATIOS AND WALKWAYS	54
PLAY EQUIPMENT	55
POOLS AND HOT TUBS.....	56
PRIVACY BARRIERS AND SCREENS.....	57
PROPANE TANKS.....	58
RADON MITIGATION UNITS.....	59
RAIN BARRELS	60
RAMPS AND RAILINGS	61
ROOF REPLACEMENT	62
SHEDS.....	63
SIDING AND SHUTTER REPLACEMENT	64
SIGNS.....	65
SKYLIGHTS	66
SOLAR COLLECTORS, PANELS, SHINGLES	67
STORAGE OF BOATS, TRAILERS, CAMPERS OR SIMILAR VEHICLES	68
TREE REMOVAL	69
UNDER-DECK SKIRTING.....	70
WINDOWS AND DOORS	71
WOODPILES	72

WHAT ARE THE KINGS CONTRIVANCE VILLAGE COVENANTS?

The covenants are among the many legal documents you (or your landlord) received within days of signing the contract for your new home. We hope that you took time to read and understand them.

The covenants are a binding legal obligation between the King Contrivance Community Association and each lot owner in the village and they "run with the land" as part of your deed of ownership. There are similar covenants, or contracts, for each of the other villages of Columbia. Our covenants assure the residents of certain minimum standards for land use, architectural design and property maintenance throughout the village. They also provide for your membership in the *Kings Contrivance Community Association, Inc.*, and establish the mechanism for the operation of the association.

Because of the legal, contractual nature of the covenants, it is important that all exterior alterations to residential properties covered by the Guidelines be approved through the architectural review process. If an alteration is made without approval, you incur the risk of legal action in order to compel modifications consistent with the Guidelines. Such legal action may cloud the title on your property. Additionally, your property will not receive a letter of compliance.

The covenants are not easily changed. Sixty percent of lot owners in the Village must agree to change the covenants. Lot owners, not in violation of the covenants, may cast one vote per unit owned if changes to the covenants are proposed.

The Guidelines are a practical interpretation of the covenants, and they stand as a straightforward guide for the Resident Architectural Committee (RAC) and residents to follow.

WHY DO WE HAVE ARCHITECTURAL GUIDELINES?

The goal of these Guidelines is to keep our community an attractive and desirable place in which to live, and we hope their use will provide a practical means of accomplishing this goal. The Guidelines do not have the legal force of the covenants. They are an interpretation of the covenants and guide the RAC in its recommendations.

WHO OVERSEES THE ARCHITECTURAL REVIEW PROCESS?

The covenants provide for the appointment of the Architectural Committee (AC). All final decisions are made by the AC. In Kings Contrivance, the Village Board also serves as the AC. Since the duties and concerns of the AC are many and varied, the AC is assisted by recommendations of a Resident Architectural Committee (RAC) which is appointed by the Village Board. 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, answer your questions, process covenant inquiries, and carry out certain duties associated with covenant enforcement.

WHAT STEPS MUST RESIDENTS TAKE?

When you contemplate making an exterior alteration, initiating an in-home business or changing your landscaping, you should first consult the Guidelines contained in this booklet. They will help you in finalizing your plans and will tell you whether a formal application is necessary. If in doubt, consult the Covenant Advisor.

Residents living in a townhouse or condominium must check with the townhouse or condominium association to see if it has its own form of architectural guidelines and its own review process. Condominium and townhouse associations' architectural processes may be more restrictive than that of Kings Contrivance. The more restrictive decision applies. An exterior alteration application might be required of a townhouse or condominium association, rather than the resident, if the alteration is on common association property. If in doubt, consult the covenant advisor. Kings Contrivance works in partnership with townhouse and condominium associations in Kings Contrivance to maintain the character of the communities. *Approval of a project through the Kings Contrivance Architectural process does not relieve homeowners of the need to obtain approval from a townhouse or condominium association. Also, homeowners must determine if they are required to file building permits or variances with the Howard County Government. Approval of a project does not relieve homeowners of the need to obtain county permits, and vice-versa.*

The **FIRST STEP** is to pick up an application for an Exterior Alteration or an application for an In-home Business from the village office at Amherst House, located at 7251 Eden Brook Drive, Columbia, MD 21046, in the Kings Contrivance Village Center or the application is on the web site in the Covenants section at www.villageofkc.org. Staff are available at the village office to answer questions about the Guidelines governing the change and the deadline for returning the Exterior Alteration application for it to be processed in a timely fashion. Scheduled Resident Architectural Committee meeting dates and deadlines are listed on the last page of the Exterior Alteration application.

The **SECOND STEP** is to fill out the application completely and return it to Amherst House. Applicants are urged to inform affected neighbors by asking them to sign the application or by leaving a "door hanger" notification card (available at Amherst House) at their doors. This is notification to neighbors that a change will be requested. Neighbors do not have a vote, but they may express their views to the RAC. Please see table of contents for more information on neighbor notification.

WHAT DO YOU NEED TO COMPLETE YOUR APPLICATION?

- An application for an exterior alteration must be complete. Answer all questions and fill in all the blanks. ***Don't forget to sign the application.***
- A plot plan/location survey must be submitted for all Exterior Alteration applications except color, siding, roofing changes, door and window replacement. Please indicate on plot plan the location of the proposed alteration.
- A complete description of the proposed alteration is required. This includes dimensions, drawings, materials descriptions, color samples, brochures, and pictures.

The submission of an incomplete application could delay review of your application.

A Word About Neighbor Notification

While notifying neighbors of plans to alter the appearance of your home or property is not required for most alterations, it is strongly encouraged. Just as you would like to be notified when your neighbor changes the exterior of his/her home, please take the time to ask your neighbor to fill out the signature space on the application. These signatures do not signify approval or disapproval of your application, but merely indicate that your neighbors have been notified of your intentions. You may, instead, opt to leave a "door hanger" at your neighbors' doors informing them that you are applying for an exterior alteration. "Door hangers" are available at Amherst House. Should any of your neighbors have questions, they may contact the village office for further information or to express their concerns.

WHAT IS THE REGULAR PROCESS?

Once your application has been received at Amherst House, it is reviewed for completeness by the covenant advisor. One or more members of the RAC will visit your property prior to the upcoming RAC meeting at which your application will be reviewed (please refer to the Village Covenants, Article VII, Section 7.09 for further details). If further information is necessary, you may be contacted. All meetings of the RAC are open to all residents and meetings are held on a regularly scheduled basis. By now you should know the scheduled meeting date at which your application will be reviewed, and we urge you to attend but you are not required to do so.

At the RAC meeting, your application will be presented and discussed (you will be invited to join the discussion if you attend). At that meeting, your neighbors and other village residents will have the opportunity to offer comments in support of or in opposition to your application. See RAC MEETING PROCEDURES.

When the discussion has ended, the RAC will vote to recommend approval or disapproval of your application, or to recommend approval with provisions. From here, your application goes to the AC signoff person, with the RAC's action as the recommendation to the AC, for final action. If your application is approved by an AC member, the approval is final, and you will receive written notification of the decision by mail. If your application is denied, see HOW DO YOU APPEAL THE DECISION... on page 10. While you may be notified by phone or email, you may also call Amherst House (410-381-9600) a day or so after the meeting to find out whether your application was approved.

WHAT IS THE ***SPEEDY*** PROCESS?

Certain exterior alterations may be reviewed under the ***SPEEDY*** application process. This process was developed to shorten processing time for certain standard exterior alterations. Please check this Guideline booklet to see if your specific alteration may be considered under the ***SPEEDY*** process.

The application form for the ***SPEEDY*** process is the same form used for all exterior alteration requests. The application must be complete for consideration under the ***SPEEDY*** process. The Covenant Advisor will review the submitted application for ***SPEEDY*** eligibility and completeness. If the application is complete and meets the criteria for ***SPEEDY*** review, it will then be approved or denied by a member of the AC. You will be notified of the results by phone or email as soon as possible. A letter will follow.

If an application is not eligible for the ***SPEEDY*** process, it will be reviewed at a regularly scheduled **RAC** meeting. The Committee usually meets the second and fourth Wednesdays of the month. Applications under consideration for regular review must be submitted by 10 a.m. on the Monday of the week before the regularly scheduled RAC meeting. A schedule of deadlines and review dates is available at Amherst House or on our web site.

RAC MEETING PROCEDURES

Agenda Priorities

1. Review applications of residents in attendance,
2. Listen to residents who wish to address the RAC,
3. Review applications tabled from a previous meeting,
4. Review new applications, and
5. Conduct other business.

Meeting Procedures

Applications are presented to the Committee by the Covenant Advisor, the Chairperson or the Committee member who viewed the site. After discussion, the Committee acts on the application in one of the following ways:

- Recommends approval of all or part of the application as submitted,
- Approves all or part with stipulated provisions,
- Recommends denial of all or part, and gives reasons for doing so, or
- Tables the application for various reasons until the next meeting.

RAC action is a recommendation to the AC as constituted pursuant to Article VII of the Village Covenants. These recommendations are then forwarded to one designated member of the AC for a final review of the application. Although the designated member of the AC is not bound to accept the RAC recommendation, past activity has clearly demonstrated an intent to rely very heavily on RAC recommendations.

HOW DO YOU APPEAL THE DECISION IF YOU DISAGREE?

In accordance with Section 7.01 of the Kings Contrivance Village Covenants, if you disagree with the decision of the one designated member of the AC (the sign-off person), made after recommendation by the RAC, you may **appeal**. Only an applicant may appeal a decision.

1. Send a written request to have the matter reviewed by the AC within 10 days after receipt of notice of disposition of the application. The written request for appeal must be sent to:

The Architectural Committee
c/o Kings Contrivance Community Association
7251 Eden Brook Drive
Columbia, Maryland 21046

Or email
c/o Covenants@VillageofKC.org

2. The AC will set a date for review of the application, and you will be notified. The matter in question will be reviewed by the AC and you will be notified in writing of the final decision. See the AC By-Laws for procedures.

PROCEDURES FOR REVIEW OF APPEALS BY THE AC

- All notices of denial or conditional approval shall contain an explanation of the appeal process.
- A written request for appeal must be received by the village office within ten days of receipt by the resident of the notice of denial or conditional approval.
- The appeal hearing shall be scheduled to take place in open session, on a date mutually acceptable to both the AC and the appellant. In any case, the hearing shall be scheduled within 30 days of receipt by the village office of the written request for appeal.
- As soon as a hearing date has been established, all parties shall be notified, and notice of the hearing shall be posted at Amherst House.
- In preparation for the hearing, the covenant advisor shall provide all relevant information to the AC. The members of the AC shall review information received from the covenant advisor and shall visit the site.
- The quorum for the hearing shall be a majority of members of the AC. Members disqualified from participating shall not be counted toward a quorum, nor shall they be counted as members for the purpose of voting.
- The chair or ranking officer of the AC shall conduct the hearing and the covenant advisor shall take minutes.
- The appellant and/or designee shall present the appeal and may call other persons to testify at the hearing.
- The covenant advisor and/or members of the RAC shall explain the RAC's decision and present any written information received prior to the hearing.
- The AC members may ask questions and shall deliberate in public prior to rendering a decision. Members of the AC shall not discuss the appeal with anyone outside of the public appeal process.
- No testimony or written information shall be accepted once the hearing has been adjourned unless specifically requested by a majority of the members of the AC.
- The affirmative vote of a majority of the members of the AC shall be necessary to approve the appeal (the motion shall be phrased to favor the appellant). The decision shall be made at the conclusion of the hearing. A tie vote will result in denial of the appeal by the appellant.
- A letter stating the decision of the AC shall be mailed to the appellant by certified mail and regular mail within fifteen days of the rendering of a decision. The notification shall include a statement of the basis for the decision. The decision of the AC shall be final and binding.

WHAT IS THE PROCESS FOR COVENANT ENFORCEMENT?

Alleged violations of the village Covenants and Guidelines may be reported by any resident to any member of the staff at Amherst House. These reports are passed on to the Covenant Advisor who performs a site visit. If a violation of the Covenants is observed, the resident and owner (if the owner's address is available), are contacted by letter and given a specific time limit, depending on the violation, to correct the problem. A second site visit is made after the specified date. A second letter is sent if the violation has not been corrected.

If these contacts do not remedy the situation, the issue is taken to the AC and the AC may issue a 15-day violation notice to the resident/owner to correct the violation within 15 days. This notice is sent both by regular mail and certified mail. If the matter is not resolved after issuance of the 15-day violation notice, the AC may then decide to refer the issue to the Columbia Association for possible legal action.

If residents alleging violations leave their names, the names become public information. If these residents wish to remain anonymous, they may do so. Alleged violations are further pursued only if the Covenant Advisor has determined that a violation exists.

UPDATE YOUR CERTIFICATE OF COMPLIANCE

Every home in Columbia was issued a Certificate of Compliance by the developer, HRD, upon completion. To ensure that the property remains in compliance with the covenants, an update to this certificate, or letter of compliance, will be issued upon request for any property in the village. This letter of compliance is a guarantee that the property is in compliance with the covenants. It is a buyer's right to expect this letter when buying a home in Columbia, and it is a seller's responsibility to see that the buyer purchases a home free of violations. Stop by Amherst House and fill out a request for a Letter of Compliance or go to our web site, www.villageofkc.org, to download the request form. The completed form can be emailed to covenants@villageofkc.org or dropped off at the village office.

ONE FINAL NOTE

Based on the policies and previous decisions of the AC, these Guidelines will tell you what is *most likely* to be approved in *typical* circumstances and give you important information on how to prepare your application. 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 a plan similar to yours has been approved for use at another location does NOT mean that it will automatically be approved for your property.

IMPORTANT AGENCY PHONE NUMBERS

It is your obligation to obtain any necessary permits. Village and county processes and requirements are separate. Approval from one does not guarantee approval from the other.

KINGS CONTRIVANCE COMMUNITY ASSOCIATION, INC. 410-381-9600

AC (Architectural Committee)

Amherst House

Exterior Alteration Applications

Covenant Advisor

Covenants@villageofkc.org

RAC (Resident Architectural Committee)

Village Board

Village Office

MISS UTILITY 1-800-257-7777

Call before digging for free information on location of gas, power and telephone lines.

HOWARD COUNTY PERMITS 410-313-2455
www.howardcountymd.gov

Building permits

Electrical permits

Plumbing permits

Contractor licenses

Rental housing licenses

Solicitor/peddler licenses

Trader licenses

HOWARD COUNTY SIGN INFORMATION 410-313-1830

HOWARD COUNTY DEPARTMENT OF
PLANNING & ZONING 410-313-2350

New Town Zoning (FDP) regulations for Columbia

In-home business information and application

It is your obligation to obtain any necessary permits. Village and county processes and requirements are separate. Approval from one does not guarantee approval from the other.

KINGS CONTRIVANCE ARCHITECTURAL COMMITTEE BY-LAWS

The Architectural Committee has been established to make final decisions regarding exterior alterations, to hear appeals, to have final approval regarding new construction, and to perform all other duties as prescribed and permitted the Architectural Committee by the Kings Contrivance Village Covenants.

A Resident Architectural Committee (RAC) has been established to assist in routine architectural matters and to make recommendations regarding exterior alterations and in-home business decisions.

One member of the Architectural Committee shall act as a sign-off person with regard to recommendations of the RAC and shall be authorized to exercise the full authority granted to the Architectural Committee, as provided in the Kings Contrivance Village Covenants. The position of sign-off person may rotate among members.

ARTICLE I ORGANIZATION

SECTION I NAME

The Committee shall be known as the Kings Contrivance Architectural Committee hereinafter referred to as the AC or the Committee.

SECTION II COMPOSITION

The AC shall be composed of the members of the Kings Contrivance Village Board.

ARTICLE II MEMBERSHIP

SECTION I TENURE OF MEMBERSHIP

Tenure of membership shall be concurrent with the Village Board term of office.

SECTION II ATTENDANCE

A. Attendance at Committee meetings is expected of all members.

- B. Only those members who hear an appeal may participate in the rendering of a decision in that appeal.

SECTION III LIMITATIONS ON PARTICIPATION

- A. A letter of compliance shall be issued to all AC members annually. A member may not vote or hear appeals while his/her property is in violation of the covenants.
- B. A member may not vote on matters or hear appeals in which that member declares a conflict of interest.

ARTICLE III OFFICERS

SECTION I TITLES

- A. The officers of the AC shall be: a chair, a first-vice-chair, and a second-vice-chair, each being elected annually by the AC.
- B. The chair of the AC shall be any member of the Village Board except the chair of the Village Board.

SECTION II DUTIES OF THE OFFICERS

The chair shall preside over all meetings of the Committee. The first-vice-chair shall assume all duties and responsibilities of the chair in his/her absence. The second-vice-chair shall assume all duties and responsibilities of the first-vice-chair in his/her absence.

ARTICLE IV SIGN-OFF PERSON

A member of the AC may be designated to act on behalf of the entire AC as the sign-off person for the purpose of approving or denying, or approving with conditions, all exterior alteration applications, and in-home business applications after review of such applications by the RAC. If the RAC recommends approval and the sign-off person agrees, his/her signature shall constitute final approval. If the RAC recommends denial or approval subject to conditions and the sign-off person agrees, his/her signature shall constitute final denial, subject to the right to appeal provided by the Village Covenants.

ARTICLE V MEETINGS

SECTION I ELECTION OF OFFICERS

A newly composed AC shall meet to elect officers. Thereafter, the AC shall be convened as necessary, in accordance with these By-Laws.

SECTION II APPEALS

When a resident files an appeal, the entire AC shall meet as soon as the AC and the appellant are available to hear the appeal. In any case, the Committee shall meet within a period of not more than thirty (30) days from receipt by the village office of a written request for appeal. In the case of appeals, decisions shall be made by the vote of a majority of the members present.

SECTION III SPECIAL MEETINGS

The AC shall also meet to review new construction, to hold special meetings, or to fulfill any other duty as prescribed by the Kings Contrivance Village Covenants.

ARTICLE VI QUORUM

A quorum shall be defined as a majority of members of the AC. No meeting may occur without a quorum. A vote of a majority of the members present at a meeting at which a quorum is present shall be sufficient to take any action, except as otherwise provided in these By-laws.

ARTICLE VII AMENDMENTS

SECTION I HOW AMENDED

These By-Laws may be amended at any time by the affirmative vote of a majority of the entire Committee.

SECTION II EFFECTIVE DATE

Amendments shall become effective when adopted, unless otherwise provided.

RESIDENT ARCHITECTURAL COMMITTEE BY-LAWS

ARTICLE I ORGANIZATION

SECTION I NAME

The Committee shall be known as the Kings Contrivance Resident Architectural Committee hereinafter referred to as the RAC or the Committee.

SECTION II OBJECTIVES

The Committee's objectives are as follows:

- To protect and preserve the quality of the village environment in accordance with the provisions of the Kings Contrivance Village Covenants, while ensuring the greatest possible freedom in use and alteration of private property.
- To provide guidance and information to village residents in planning improvements and alterations to their property.
- To review residents' exterior alteration applications or complaints, and make recommendations to the Kings Contrivance Architectural Committee (AC) to assist in its determination regarding applications or complaints of covenant violations.
- To act as advisor to the Village Board on architectural matters.
- To stimulate resident involvement in the architectural review process.
- To foster pride in maintaining the appearance of the village.
- To operate and act in accordance with the approved guidelines.

SECTION III COMPOSITION

The RAC shall consist of from 5 to 7 members at large.

ARTICLE II MEMBERSHIP

SECTION I ELIGIBILITY

Membership in the RAC is open to all resident unit owners in the Village of Kings Contrivance who:

- are serious in their intent to work for and with the Committee,
- have no covenant violations, and
- are willing to support the current Kings Contrivance Architectural Guidelines.

SECTION II APPOINTMENT AND TENURE OF MEMBERSHIP

- Interested candidates must submit a letter of intent to the Village Board. The candidate must attend three (3) RAC meetings and accompany at least one RAC member on site visits pertaining to the third of these meetings. After the third meeting, the candidate will be interviewed by the RAC and a recommendation will be sent to the Village Board. The candidate will then be interviewed by the Village Board at a board meeting. Appointment is by a majority vote of the Village Board.
- Appointment is for a one year term and there will be no limit to the number of terms which any resident may serve.

ARTICLE III RESIGNATIONS

- The resignation of RAC members may be made by sending a letter of resignation to the Village Board with copies to the chair of the RAC and the covenant advisor.

ARTICLE IV VACANCIES

- When a vacancy occurs on the RAC, solicitation for candidates will be published in the *Crown Prints*. Candidates must meet the requirements of membership in Section I of these by-laws.
- After consideration of all candidates, the RAC shall send a recommendation to the Village Board pertaining to the appointment. The term of office for the new member shall coincide with the remaining term of the original committee member whose departure created the vacancy.
- Appointments are renewable in September each year.

ARTICLE V REMOVAL OF MEMBERS

- A motion for removal of a member of the RAC may be made by any two members of the RAC for excessive absences from regular meetings, failure to perform Committee duties as outlined herein, disregard of the covenants and guidelines, lack of cooperation with the Committee, or unprofessional conduct.
- A recommendation to the Village Board for removal of a member requires the unanimous vote of the remaining members of the RAC.

ARTICLE VI DUTIES OF GENERAL MEMBERSHIP

All RAC members are required to:

- participate at RAC meetings on a regular basis,
- review applications and make site visits,
- assist the chair of the RAC in the processes and procedures of the RAC,
- assist the Covenant Advisor with regard to violations, and
- perform other duties deemed necessary by the RAC.

ARTICLE VII OFFICERS

SECTION I TITLES

The titles of the officers of the RAC shall be the Chair and the Vice-Chair.

SECTION II ELECTION AND TENURE OF OFFICERS

Officers shall be elected according to the following procedures:

- Each RAC member shall state his or her opinion regarding the qualities necessary for a RAC Chair to operate effectively and efficiently.
- Each RAC member shall state his or her willingness to assume or not assume the Chair.
- A written ballot shall be taken.
- The Covenant Advisor shall tally the ballots and announce the winner.
- The process shall be repeated for the position of Vice-Chair.
- Elections shall be held annually at the second RAC meeting in September.

SECTION III DUTIES OF OFFICERS

- The Chair shall preside over all meetings and be the representative of the RAC.
- The Vice-Chair shall assume all duties and responsibilities of the Chair in his/her absence.

ARTICLE VIII MEETINGS

SECTION I REGULAR MEETINGS

Regular meetings of the RAC shall be held twice a month at a time and place designated by the RAC. The schedule is subject to change due to holidays or a lack of applications for review. The decision to change or cancel a regular meeting shall be made by a majority vote of the RAC. All regular meetings are open to the public.

SECTION II SPECIAL MEETINGS

Special meetings may be called at any time by the Chair, Covenant Advisor, or the AC. Reasonable notice of such meetings including time, place and specific purpose for business shall be given to each member. The business of the special meeting is limited

to the specific matters listed on the agenda. All special meetings shall be open to the public.

SECTION III WORK SESSIONS

Work sessions may be called at any time by the Chair, Covenant Advisor or the AC with reasonable notice given to each member. No formal action may be taken at a work session except formulation of recommendations to the Village Board of candidates for membership on the RAC. All work sessions shall be open to the public.

SECTION IV QUORUM

For the purpose of reviewing applications or discussion of other matters except the removal of members, a quorum shall be defined as a majority of the existing Committee.

SECTION V ORDER OF BUSINESS

The following shall be the general order of business for the RAC at regular meetings:

1. Review applications of residents in attendance.
2. Listen to residents who wish to address the RAC.
3. Review applications tabled from a previous meeting.
4. Review new applications.
5. Conduct other business.

SECTION VI RULES OF ORDER

Except as otherwise provided herein, or as mandated by the Kings Contrivance Village Covenants, parliamentary law as defined in "Robert's Rules of Order" shall govern the proceedings.

SECTION VII VOTING

All members of the RAC shall have the right to vote on all matters that come before the Committee except:

- On their own applications,
- When a member discloses a possible conflict of interest involving an applications or other issue before the RAC, or
- If the member has a covenant violation.

SECTION VIII SIMPLE MAJORITY VOTE

All matters up for a vote shall be passed by a simple majority vote, except removal of a member as described in Article V. Absentee voting or voting by proxy is prohibited.

ARTICLE IX AMENDMENTS

SECTION I HOW TO AMEND

These By-Laws may be amended at any time by the affirmative vote of a majority of the entire RAC and subsequent review and approval by a majority of the members of the Village Board.

SECTION II EFFECTIVE DATE

Amendments shall become effective when adopted, unless otherwise provided.

Kings Contrivance Guidelines for Exterior Alterations and In-Home Businesses and Professions

Selected alterations are discussed in the Guidelines. However, the Guidelines do not cover every alteration and every situation that might arise in a particular case. Failure to discuss any alteration is not intended to imply that it is either allowable or unallowable.

GENERAL GUIDELINE

The original architectural character or theme of any unit should remain consistent within itself and to others around it, particularly with townhouses or other attached units. Once the character is established, whether it is traditional, contemporary, etc., no portion should be changed or added which would conflict with or change that character. In the case of attached units, the unit of measure should be the building within the surrounding area to maintain the original consistency. For example, for townhouse units, the addition of elements around the door (such as lighting, decorative fixtures, and awnings) should be considered in the context of the original architecture, as well as the impact of the proposed changes on the adjacent structures.

Any modification, addition or structure as defined in the covenants, not specifically covered by the Guidelines requires approval by the Architectural Committee. Written approval is required for all exterior alterations to the dwelling or property. Building alterations include but are not restricted to construction of driveways, garages, carports, porches, rooms, doors and other additions or modifications to the home. The proposed structure must be compatible with the original structure and in keeping with the existing lot size.

Once an alteration is approved and completed, the Kings Contrivance Community Association (KCCA) Covenants dictate the maintenance requirements for the alteration:

GENERAL PROPERTY AND LAWN CARE

Section 6.01 of the KCCA Covenants states, "Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management."

In addition, it is important to be familiar with the KCCA Covenant regarding trash. It states:

TRASH

Section 8.06 states, "No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot...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, at 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."

It is also important to be aware of these Howard County regulations:

According to Howard County regulations, the cleanup of trash spilled and/or spread by animals or wind, due to the use of plastic bags, is the responsibility of the resident.

The adjacent homeowner is responsible under Howard County Code for the mowing and maintenance of the grass area between the sidewalk and the street. Maintenance of the cul-de-sac islands is the responsibility of the residents. Residents are encouraged to make a joint effort to maintain and beautify these areas.

ANTENNAS AND SATELLITE DISHES

(No ***SPEEDY*** process available)

COMMUNICATION DISHES

An application is required for communication dishes unless the following conditions are met:

- They are not larger than one meter (39") in diameter.
- They are installed in a location on the lot that minimizes visibility from nearby streets and neighboring properties to the extent possible without substantially degrading reception.
- They are not installed on a pole or mounting device exceeding 12 feet in height.
- The cables and wires are secured in an inconspicuous manner.
- The color and finish of the dish result in minimal visibility.

No application is required if the above conditions are met.

If screening is desired, an application is required. Please see landscaping and/or fencing guideline.

TRANSMISSION OR RECEPTION ANTENNAS

An application is required for television broadcast service antennas unless the following conditions are met:

- The antenna is 12 feet or shorter in height.
- The combination of antenna and any mounting device is 12 feet or shorter in height.

No application is required if the above conditions are met.

OTHER ANTENNAS

An application is required for all other outdoor antennas.

Inactive antennas should be removed. Antenna applications may be reviewed periodically.

ATTIC VENTILATORS

(**SPEEDY** process available)

An application is required for an attic ventilator unless the following conditions are met:

- The ventilator does not protrude more than 12 inches above the roof surface.
- All exposed parts are painted to match the exterior color of the material they penetrate, to conceal them.
- The ventilator is roof-mounted and located on the least visible side of the roof and does not extend above the roof ridge line.

No application is required if the above conditions are met.

No application is required for roof ridge vents.

AWNINGS

(**SPEEDY** process available)

An application is required for all awnings.

- Awnings should not be placed on the front or side of any dwelling.
- Canvas-type awnings, in earth-tone colors attached to the rear of the house are most likely to be approved.

BASKETBALL BACKBOARDS AND POLES

(No **SPEEDY** process available)

An application is required for all basketball backboards and poles. Portable poles also require approval unless they are removed and stored inside every time that they are not in use.

- Basketball backboards should be firmly attached to a garage (or carport) or to a freestanding pole.
- Basketball backboards should be positioned in such a manner that the playing surface is concrete (or an approved asphalt driveway) and is attached to the home. Basketball poles installed in the street or using the street as the playing surface are in violation of Howard County code and should be reported to the Bureau of Highways at 410-313-7450.
- Freestanding basketball poles, located in the front of a house, should be located as close as practicable to the residence, and must not be located within 20 feet of the front property line.
- Freestanding basketball poles should be located at least 10 feet from the side property lines.
- Freestanding basketball poles should be painted black, brown, white, or left unpainted when a galvanized metal is used. Pressure treated wood is also acceptable.
- Basketball backboards should be no larger than regulation size, and must be gray, white, transparent, or painted to match the color of the area to which attached. A marker square on the backboard in any compatible color is permitted.
- Evergreen plantings as screening may be required to protect the streetscape and to lessen the impact on neighbors.
- Basketball backboards and poles must be maintained.

CHICKEN KEEPING

(No **SPEEDY** process available)

Kings Contrivance would consider chicken keeping on a case-by-case basis if the following requirements are met:

- The lot must be at least ¼ acre.
- There is a limit of five hens.
- Chickens should be confined to a coop/run at all times (no free ranging).
- Coop/run must be a roofed structure.
- Coops must be at least 50 feet away from adjacent dwellings and open space.
- Coop and run combined not to exceed 150 square feet.
- Maximum height 10 feet.
- Coop and run to be built from natural materials (ie wood).
- Evergreen screening may be required.
- Hard cloth or welded wire recommended.
- Chain link or chicken wire will not be approved.
- Application must be resubmitted yearly.

The Board will revisit this Guideline on a yearly basis. It is the resident's responsibility to comply with the Howard County zoning code regarding chicken keeping.

CHIMNEYS AND FLUES

(SPEEDY process available)

An application is required for all exterior chimneys and flues.

All exterior 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.

- Chimneys and flues exiting through a wall or the foundation or running vertically along a wall should be of brick or stone masonry construction or should be boxed-in with materials which match the exterior wall finish in style and color.
- The following guidelines apply to chimneys and flues which exit through the roof:
 - The chimney or 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 highly visible. Chimneys or flues located on the rear slope of the roof and not highly visible need not be boxed-in. All exposed metal sections must be painted to match adjacent surfaces.
 - The height of the exposed metal section, or the boxed-in chimney or flue should be limited to the minimum permitted by the county building and fire codes. The resident is responsible for obtaining this information from the County.
- 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), the second chimney should be of the same basic design as the first chimney.
- Direct vent fireplaces/stoves will be considered on a case-by-case basis. Approval will be based on visibility to surrounding properties.

CLOTHESLINES

(No **SPEEDY** process available)

An application is required for a clothes-hanging device unless the following conditions are met:

- It is located behind the rear line and within the side lines of the house.
- It is located not further than 15 feet from the house.
- It is removed when not in use.
- It is maintained properly.

No application is required if the above conditions are met.

COLOR CHANGES

(No **SPEEDY** process available)

An application is required for changes to the most recently approved color or to the original color of any of the elements of the exterior of the home (siding, shutters, trim, roof, garage doors, deck, etc.).

Colors should be selected so that they blend with surrounding houses and are compatible with the style of the house. For example, it would be desirable for contemporary houses with wood siding to be painted or stained an earth-tone color. Whenever repainting a house, the roof and foundation color should be carefully considered before selecting a new color, and vice versa.

In the case of a shared garage the color and material of the entire structure must match one of the two homes sharing the garage.

A color sample is required for all color changes. Please ensure that the sample is an appropriate size to be stored in a file along with the application.

No plot plan is required for color changes.

No application is required for repainting if there is no change to the most recently approved color or the original color of the exterior of your home.

COMPOST PILES

(SPEEDY process available)

A compost pile is a contained, properly maintained area for decomposition of plant materials (grass clippings, leaves, wood, small brush), not simply a dumping area. Animal products and oils should be avoided to deter scavengers and prevent foul odors. Odors and pests are of primary concern; therefore, a compost pile should not be used for household waste and should be turned regularly to speed composting.

An application is required for all compost piles.

A compost pile will be considered under the **SPEEDY** application process under the following conditions:

- The compost pile is in the rear yard and within the side lines of the house.
- The compost pile is at least 10 feet from the side and rear property lines.
- The compost pile is containerized and no larger than 9 square feet and 3 feet high.

DECKS / PLATFORMS

An application is required for adding a deck or changing a currently approved or builder installed deck.

DECKS ON SINGLE FAMILY, UNATTACHED HOUSES

*(**SPEEDY** process available)*

The **SPEEDY** process may be used if the following conditions are met:

- Deck is located behind the rear line of the house and does not extend beyond the side lines of the house.
- Deck does not extend more than 16 feet from the rear of the house.
- Deck is not within 10 feet of any property boundary.
- Deck is constructed of wood or a composite material in a wood tone.

DECKS ON TOWNHOUSES

*(No **SPEEDY** process available)*

Decks on townhouses will be reviewed by the regular review process only. Size, style, material, color and neighborhood compatibility will be considered.

PRIVACY SCREENING FOR DECKS

*(No **SPEEDY** process available)*

Privacy screens should be of open design and not exceed 5 feet in height when measured from the deck surface. The addition of a privacy screen requires approval through the regular process.

Size, style, material color and neighborhood compatibility may be required.

Evergreen landscaping for screening purposes may be required to lessen the visual impact of the privacy screen.

DOG RUNS AND DOG HOUSES

*(No **SPEEDY** process available)*

An application is required for a dog run or a doghouse.

- Dog runs and dog houses should be located behind the house, preferably attached to the house. Other sites will be considered. The site should be chosen carefully to avoid inconvenience or nuisance to neighbors. To ensure privacy of adjacent neighbors, dog runs, and dog houses must be located at least 10 feet from any property line. Evergreen landscaping may be required for screening purposes.
- Fencing for dog runs should be consistent with the Fencing Guideline.

Approval of applications for dog houses and dog runs is contingent on residents' commitment to keep the areas clean, to maintain the structure in good condition, and to control dogs.

DRIVEWAYS

(No **SPEEDY** process available)

An application is required for a new driveway or a change to an existing driveway.

Driveways should be constructed with concrete. Other materials will be considered on a case-by-case basis.

No application is required for the replacement of an existing driveway, unless there is a change in material, color, size, shape or grade.

ELECTRIC VEHICLE STATIONS

*(No **SPEEDY** process available)*

KCCA is open to residents installing electric car charging stations. An application is required for exterior installations which should include sufficiently detailed information to permit understanding and evaluation of the proposal. Homeowners in townhouse associations should also contact the association regarding approval.

See sign and lighting guidelines that also may apply.

Indoor chargers do not require an application.

EXTERIOR DECORATIVE OBJECTS

(No **SPEEDY** process available)

An application is required for permanent exterior decorative objects.

- Exterior decorative objects (large or small) include, but are not limited to, such representative items as bird baths, wagon wheels, sculptures, fountains, ponds, weathervanes, and free-standing poles of all types.

No application is required for flag holder brackets attached to a home if flag poles are removed when not in use and flags or banners are flown on a temporary basis for specific holidays or occasions.

No application is required for a standard brass kick plate installed on the bottom of an exterior door.

BIRD FEEDERS

An application is required for bird feeders that will be in place year-round.

No application is required for fewer than three bird feeders that will be in place seasonally.

FENCES

Fences should be placed on the property line.

An application is required for all fences. Placement indicated on plot plan is required. Neighbor notification is strongly recommended for all fences.

ALL RESIDENTIAL FENCES

Style & Placement

- 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 should match in style, size and color with existing approved adjacent fences.
- Fences should be constructed of wood. Use of construction materials other than wood will be considered on a case-by-case basis. In general, chain link fences are not permitted.
- Fences in front yards are not permitted. In general, fences should not exceed the midpoint of the side of the applicant's house or exceed the front line of any adjacent house. In those instances where rear yard fences will, in effect, create front yard fencing for a neighbor, a setback may be required.
- Partial or decorative fences will be considered on a case-by-case basis.

Gates & Wire Mesh

- Gates should match the fence in material, color, and height. Gates should swing inward onto a resident's property when the fence is on the property line.
- Certain wire mesh, such as galvanized or vinyl coated (no poultry wire), will be permitted on the inside of the fence and must not exceed the midpoint of the top rail.

FENCES FOR SINGLE FAMILY RESIDENCES

(No **SPEEDY** process available)

Placement

Fences should be placed on the property line with the following exceptions:

- Fencing running along a sidewalk or adjacent to open space may require a setback of 3-5 feet and screening with plants may be required on the outside of the fence.

Style & Size

- Fences should be of open design, constructed of wood, and match existing approved adjacent fences. Use of construction materials other than wood will be considered on a case-by-case basis. In general, chain link fences will not be permitted.
- In general, stockade or board-on-board fences will be considered for the screening of pools (see guideline referring to pools). Other uses of this fencing style will be considered on a case-by-case basis.
- Fences should not exceed 4 feet in height from grade (ground surface) to the top of the highest point on the fence (excluding posts).

FENCES FOR TOWNHOUSES AND CONDOMINIUMS

(SPEEDY process available)

The **SPEEDY** process may be used if the following conditions are met:

- The fence is located on the property line and is the same material, height and style as the original builder installed fences. Gates must open into the property.
- Fence is constructed of wood. Use of construction materials other than wood will be considered on a case-by-case basis. Chain link fences are not permitted.
- Fences in townhouse or condominium developments should match existing builder-installed fences and/or privacy screening (usually single-, 6- or 8-foot sections, 5-6 feet in height, of board-on-board/shadow box design). However, a different style may be considered for approval with townhouse/condominium association approval and based on extenuating circumstances.



GARAGE DOORS

(***SPEEDY*** process available)

An application is required for garage door replacement unless the following conditions are met:

- The style is traditional raised panel or flush.
- The door is windowless or contains only standard, unembellished windows. Embellished elements include stained glass, etched glass, colored glass or decorative metal pieces.
- The door matches the color of the house, siding, shutters, or trim.
- The door is constructed of steel or wood.
- Connected garage doors match.

No application is required if the above conditions are met.

GARDENS

(**SPEEDY** process available)

An application is required for ALL gardens, including vegetable, flower, rain, and herb, unless the following conditions are met:

- The garden is located between the rear line of the house and the rear property line and within the side lines of the house. *
- The size of the garden does not exceed 1/4 of the area described above.
- The garden does not damage property below it through the flow of water onto lower property.
- The garden is maintained. Dead (not dormant) vegetation should be removed promptly.

No application is required if the above conditions are met.

Rain gardens installed through the Howard County CleanScapes program can be approved through the **SPEEDY** process.

* The location of gardens for townhouses, cluster or court houses, houses set on angles, and houses having rear property lines which abut front property lines will be considered on an individual basis. The regular process must be used.

GENERATORS

(No **SPEEDY** process available)

An application is required for all permanently-installed generators. Plot plan with placement required. Placement should be within sidelines and as close to the house as possible. Screening may be required.

GREEN TECHNOLOGY AND SUSTAINABILITY

(No **SPEEDY** process available)

KCCA encourages residents to explore and apply for alterations that sustain or improve the environment such as wind turbines or alternative paving materials. It is impossible to write a guideline that covers all potential alterations. As with the majority of changes to the exterior of your property, a complete application is required. Emphasis will be placed on proper scale, material, color and impact on neighboring properties. Applications should include sufficiently detailed information to permit understanding and evaluation of the proposal. Plot plan and pictures/drawings, to be retained in the lot file, are required.

Rain Barrels - see Rain Barrel Guidelines

Solar Collectors - see Solar Collector Guidelines

EV Charging – see EV Charging Station Guidelines

GUTTERS AND DOWNSPOUTS

(No **SPEEDY** process available)

An application is required to change the style and/or color of any gutter or downspout or to remove a gutter.

Homeowners should minimize runoff of stormwater from their homes and properties as much as possible.

Drainage, overflow, and stormwater runoff should not be discharged directly onto adjacent properties nor Open Space. For single-family detached residences (not townhomes), excess water must discharge at least ten feet within property lines.

No application is required for gutter covers if they match the color and style of the gutter **and** do not extend more than 2 inches above the gutter.

HEATING AND AIR CONDITIONING UNITS

(No **SPEEDY** process available)

An application is required for changes in location and/or addition of a unit.

No application is required for replacement of a unit in the same location.

HOUSE NUMBERS

*(**SPEEDY** process available)*

Clearly visible house numbers are vitally important when emergency personnel must respond to an emergency at your home.

An application is required for house number replacement not meeting the criteria listed below.

- Numerals should be plain, block style and placed on a contrasting background.
- Numerals should be at least 3 inches high and no larger than 8 inches high.
- Numerals should face the street named in an address (generally the street fronting the entrance to a garage).
- Numerals may be placed on small signs on the owners' property.

No application is required for house number replacement if the above criteria are met.

Note: No house numbers should be painted on the curb on county-owned roads. Vehicles may park in front of them and emergency services providers do not look for addresses on the curb. Howard County discourages this practice.

IN-HOME BUSINESSES AND PROFESSIONS

*(No **SPEEDY** process available)*

An application is required for all in-home businesses and professions except for in-home day care, as provided by law. The following criteria should be followed:

- All in home business applications should include neighbors' signatures or neighbor notification by door hanger.
- The business should be incidental or secondary to the residential use of the dwelling.
- The business should have operating personnel consisting only of members permanently residing in the residence, unless otherwise approved.
- No use of a commercial vehicle should be necessary (more than three-quarters of a ton manufacturer's rating capacity used for commercial purposes).
- Any parking requirements for the business in a single-family residence should be accomplished by use of resident's garage, individual driveway, or parking pad. This includes parking of personal vehicles. Any other parking requirements will be considered on a case-by-case basis.
- No outdoor storage of materials, equipment, or supplies should be necessary. No materials should be stored in an open truck.
- No alteration of the dwelling unit which would make it unsuitable for future use as a residence or require the construction of accessory buildings not suitable for normal residential use, should be necessary.
- No unpleasant odors, excessive noise, pedestrian, or vehicular traffic should be created and no unusual demands on community facilities or services should be necessary.
- No sign relating to the business should be placed upon any lot. This restriction does not prohibit using professional titles such as M.D., Ph.D., or Attorney-At-Law on small (2 inches x 4 inches) nameplates located on doors or adjacent to the doorbell button for approved in-home businesses.

Conditions of Approved Businesses

- The RAC may require re-application on an annual basis.
- No in-home business approval may be transferred to a new owner or a new location.
- If the application is denied and the business is in operation, operations are to cease within 60 days of the final decision unless determined otherwise by the Architectural Committee.
- Variances from an approved application will be considered a violation. See Section 11.02 of the Village Covenants.

LANDSCAPING, PLANTING AND ROCK GARDENS

*(**SPEEDY** process available)*

Plantings should be arranged in clusters or groups rather than in straight lines. Cluster plantings give a natural effect. Linear plantings and hedges which will create a living wall generally will not be approved. An application is required for rock gardens. Rocks should be their natural color.

An application is required for all other landscaping, including but not limited to:

- Landscaping which involves a change of grade or slope, or installation of a retaining wall or other structure.
- Landscaping, plantings, etc. which exceed or grow to exceed 50% of the available lot.
- Planting used as a fence, hedge, or windbreak, or for screening purposes. (No hedge should meet or exceed the front line of any house or be placed on the front property line.)
- A landscaping plan should be submitted with all landscaping applications. A mulched bed or stones without natural plantings will not be approved.
- Rain gardens installed through the Howard County CleanScapes program can be approved through the **SPEEDY** process.

No application is required for planting individual bushes, foundation plants, annual or perennial beds or ground covers or individual trees within property lines.

No application is required for landscape edging or a retaining wall if it is less than 18 inches high and made of wood, wood-like material, brick, or stone.

Homeowners are encouraged to use Maryland Native Plants for 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. For list of native plants for Maryland's Piedmont region, where Columbia is located, go to: <https://extension.umd.edu/resource/recommended-native-plants-maryland/>.

For information on pollinator gardens, go to <https://livegreenhoward.com/land/pollinators/>

Homeowners are encouraged to avoid planting invasive species including those commonly seen like 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. They often choke out native plants, kill trees and can damage buildings. For a complete list of Maryland invasive plants, go to: <https://mdinvasives.org/species-of-concern/terrestrial-plants/>

LIGHTING

(SPEEDY process available)

An application is required for permanent exterior lighting.

- Exterior lighting should be installed so as not to shine on adjacent property or public space.
- Security lighting consisting of flood lights, spotlights and various types of high output lights should be aimed so that they illuminate only a specific area. Some fixtures may have to be shielded.
- Security lighting can be approved through the SPEEDY process provided that the fixtures are aimed so that they do not shine on a neighbor's property or common area.
- Landscape lighting requires approval.

No application is required for temporary holiday and festival lighting. The operation of the lights should coincide with the holiday or festival.

MAJOR BUILDING ADDITIONS

*(No **SPEEDY** process available)*

An application is required for all additions. Detailed drawings to scale must be submitted with the application. Major building additions include, but are not limited to: garages, carports, room additions, greenhouses, porches, porch enclosures, and sun rooms. Any free-standing structures also require approval.

The design of a major addition should complement the existing shape, style, material, and size of the dwelling. Every effort should be made to enhance the architectural character of the existing structure.

OTHER ALTERATIONS

It is impossible to write the guidelines necessary to cover all exterior changes. When a guideline is not available for the proposed project, a complete application is required. Emphasis should be placed on proper scale, materials, color, and impact on neighboring properties.

Applications should include sufficiently detailed information to allow understanding and evaluation of the proposal.

PATIOS AND WALKWAYS

(No **SPEEDY** process available)

An application is required for patios and walkways unless the following conditions are met:

PATIOS

- The patio is a replacement for an existing approved patio using identical material or material similar in color or texture.

OR

- The patio is located at existing grade level behind the rear line of the house and within the sidelines of the house, does not extend more than 15 feet from the rear of the house, and does not extend within 10 feet of any property lines.
- The patio is constructed of brick, brick pavers, stamped and/or uncolored concrete or stone.

PATIOS FOR TOWNHOMES

- The patio is completely enclosed within an existing privacy fence and constructed of brick, brick pavers, unpainted concrete, stone or pressure treated wood.
- The patio in an un-fenced yard is located approximately at existing grade level, more than three feet from the rear property line and constructed of brick, brick pavers, unpainted concrete, stone, wood or wood-like material.

WALKWAYS

- The walkway is flush with the ground.
- The walkway is constructed of unpainted concrete, stone, clay/brick pavers, brick or pressure treated wood.

No application is required if the above conditions are met.

PLAY EQUIPMENT

(No **SPEEDY** process available)

Since the design concept of Columbia includes play equipment on open space areas, residents are spared the expense of building or installing and maintaining the equipment on their own property. Residents are encouraged to make use of these tot lots as an alternative to personal play equipment. The locations of tot lots and play equipment are available at the village office.

An application is required for all play equipment and its supporting structures unless all the following conditions are met:

STANDARD PLAY EQUIPMENT

- Play equipment is located in the rear of the property. The equipment must be located as close to the house and as inconspicuously as possible and at least 10 feet inside any property line and within the sidelines of the house.
- Play equipment is screened from adjacent properties.
- Play equipment is free-standing.
- Play equipment consists of no more than one single swing set or other piece of large play equipment per lot. Equipment must be of open construction and not exceed 8 feet in height and 10 feet in length.
- Play equipment is constructed of wood, galvanized metal or metal painted an earth tone color.
- Play equipment has no more than one plastic sliding board. If the play equipment includes a colored tarpaulin (preferably an earth tone color) over a structure such as a fort, tree house, or elevated deck, it is permitted if removed off-season.

OTHER PLAY EQUIPMENT

- Smaller play equipment, such as Little Tikes, is limited to 2 pieces not exceeding 4 feet in height and 4 feet in length each (total measurements must include supporting structures).
- A single sandbox that does not exceed 20 square feet in area and one foot in height. Construction is of wood or plastic.

All other play equipment including trampolines require application.

POOLS AND HOT TUBS

(No **SPEEDY** process available)

The design concept of Columbia includes neighborhood pools. Therefore, private pools are discouraged.

An application is required for all pools and hot tubs.

- The primary factors that will be considered when evaluating an application for a pool or hot tub are:
 1. The size and location of the pool or hot tub.
 2. Grading changes.
 3. Landscaping.
 4. Proximity to neighbors' properties and public areas. All pools and hot tubs, no matter the size, must be located within the sidelines of the house and at least 10 feet from any property line.
 5. Potential noise problems.
- Due to the visual and acoustical impact on neighboring properties, hot tubs should be located as close to the house as possible. View-obstructing evergreen screening may be required.

ABOVE-GROUND AND WADING POOLS

No application is required for children's wading pools six feet in diameter or smaller.

- All wading pools should be stored out of sight when not in use.
- No other above ground pools are permitted.

FENCES AROUND POOLS

- See Guideline relating to fences.

PRIVACY BARRIERS AND SCREENS

*(No **SPEEDY** process available)*

A privacy barrier/screen is any permanent or semi-permanent structure which limits or eliminates viewing of a given area. A privacy barrier/screen will only be considered for special use purposes.

An application is required for all privacy barriers/screens.

- Privacy barriers/screens for single family homes are discouraged. Plantings in staggered clusters are preferred instead of structural barriers/screens.
- Privacy barriers/screens for townhouses or apartments should be consistent with those existing in the community.
- Privacy barriers/screens should be compatible with the design of the residence.
- Privacy barriers/screens should be located behind the rear line within the sidelines of the house.
- For privacy barriers/screens on decks, see the Guideline relating to decks.

PROPANE TANKS

(No **SPEEDY** process available)

An application is required for all propane tanks. Propane tanks will be reviewed on a case-by-case basis.

- Propane tanks should be screened by appropriately sized evergreens or fencing.
- The tank should be a size that can be easily concealed.
- The tank should be placed as close to the house as possible.

RADON MITIGATION UNITS

(**SPEEDY** process available)

An application is required for radon mitigation units unless the following conditions are met:

- The pipes and fans are located alongside a downspout or placed vertically on the side or rear of the house.
- The pipes and fans are the color of the downspouts or the siding.

No application is required if the above conditions are met.

RAIN BARRELS

An application is required for all rain barrels.

- Rain barrels should match the siding, trim or foundation of the home.
- Rain barrels should be placed within the rear sidelines of the home.
- The maximum size is 40" high by 28" in diameter.
- Evergreen screening is recommended and encouraged.
- Any drainage, overflow, or run off from the rain barrel system should not flow onto neighboring properties.
- Rain barrels must be properly maintained. Regular maintenance must be conducted including use of the collected water, mosquito screens or dunks to prevent breeding, and annual inspection for cracks, leaks, or debris.

RAIN BARRELS FOR TOWNHOUSES

(*SPEEDY process available*)

A single rain barrel located in a fully fenced back yard of a townhouse can be approved through the ***SPEEDY*** process.

Rain barrels in the front of a townhouse or in an unfenced back yard of a townhouse will be evaluated on a case-by-case basis.

RAMPS AND RAILINGS

(No **SPEEDY** process available)

An application is required for all ramps and railings. A site plan showing the location of the proposed structure along with detailed descriptions should be submitted with the application.

Railings and the sides of ramps on the front of the house may be painted to be compatible with the siding or trim color of the house. Ramps in the rear of the house shall be compatible with the deck in color and style.

ROOF REPLACEMENT

(**SPEEDY** process available)

An application is required for a roof replacement unless the following conditions are met:

- The roof will be the same color, material, and style as the original or the most recently approved roof.
- Replacement with an architectural shingle, if color remains the same, does not require an application.

No application is required for replacement of a roof if the above conditions are met.

The roof of any attached structures (garages, additions, porches, etc.) must also be replaced to match the new roof on the house.

The roof of any outbuildings (shed, gazebo, etc.) may also have to be replaced to match the new roof on the house.

On homes that share a carport or garage, the entire roof on the carport/garage must be one color, material, and style and must match one of the homes sharing the structure.

See solar collector guidelines for solar roof shingles or panels

SHEDS

(***SPEEDY*** process available)

An application is required for all tool or storage sheds.

- A shed should be located behind the house, as close to it as possible, and preferably attached. If a more desirable location is available, the RAC will give it every consideration.
- If attached to the house, a shed should be the same material as the house (wood for wood-siding houses, aluminum for aluminum-siding houses, vinyl for vinyl siding houses) and of the same quality, color and style.
- If located away from the house, a shed should be within the sidelines of the house and set back from any property line to allow for screening where required.
- The size of the shed should be based on lot size, lot slope, and be in reasonable proportion to the house and lot size. In any case, the shed should not exceed a maximum of 120 square feet and 10 feet in height at the highest point.
- Landscaping may be required for screening purposes.
- Some small, portable sheds may be approved through the ***SPEEDY*** process.

Portable storage units are permitted for up to 30 days without exterior alteration approval. If a portable unit will be in place for longer than 30 days, exterior alteration approval through the regular process is required. If a portable storage unit is to be placed in the street, the county must be contacted.

SIDING AND SHUTTER REPLACEMENT

(*SPEEDY* process available)

An application is required for changes to the original or most recently approved color, material, or style any of the elements of the exterior of the home (siding, shutters, trim, roof, garage doors, deck, etc.).

SIDING

An application is required when changing some siding material. *SPEEDY* process may be available.

A photo or brochure showing the color and style of the siding is required with an application. All samples must be an appropriate size to be permanently stored in a file along with the application.

No application is required for replacing aluminum with vinyl or vice versa, if all other criteria remain the same. No application is required for use of the following siding styles if the material remains the same:

- 4 or 5 inch Dutch or Ship Lap
- 4 or 5 inch Clapboard
- 4 or 5 inch Beaded or Bead Board

In the case of a shared garage, the siding material, style and color of the entire structure must match one of the two homes sharing the garage.

SHUTTERS

No application is required for replacement if the following shutter materials are used:

- Wood, Plastic, Vinyl, Aluminum

No application is required for use of the following shutter styles:

- Louvered or Raised Panel

An application is required to add or remove shutters or to alter their positions.

SIGNS

(No **SPEEDY** process available)

An application is required for all permanent signs.

No application is required for temporary signs if the following conditions are met:

- Signs should be no larger than two feet by three feet.
- Signs should be neatly lettered, clean, have a professional appearance and be maintained in good condition.
- Sale or rental signs should be removed shortly after sale or rental.
- Garage sale signs should be put up the day before the sale and removed within 24 hours of the end of the sale.
- Signs advertising contracted work being done on a property are permitted. These signs should be removed upon completion of the project.
- Political signs are defined as signs endorsing candidates for public office or signs promoting support or defeat of any proposition that will appear on the election ballot. Political signs should be at least 15 feet from the nearest edge of the pavement. These signs may be displayed 60 days prior to and 7 days after the election for which intended. In cases where a final election follows within 75 days of a primary election, signs endorsing those candidates who won in the primary election may be displayed during the interim period and up to 7 days after the final election.
- All signs should comply with Howard County sign ordinances. Please call 410-313-1830 for County sign information.

SKYLIGHTS

*(**SPEEDY** process available)*

An application is required for all skylights unless the following conditions are met:

- The skylight does not protrude more than 12 inches above the roof surface.
- All exposed parts are the color of or are painted to match the roof surface.
- The skylight is located on the rear of the home.

No application is required if the above conditions are met.

SOLAR COLLECTORS, PANELS, SHINGLES

(SPEEDY process available)

Due to their size, solar collectors can have a substantial visual impact on a structure. The collectors should be integrated into the design of the house to minimize visual impact. Collectors should be located to give maximum advantage to the user and not adversely impact the overall design of the structure.

- Free-standing collectors should be located behind a structure and completely concealed from the road, neighboring properties, and open space, or worked into another architectural element.
- Screening may be required for inverters.

An application must be submitted.

STORAGE OF BOATS, TRAILERS, CAMPERS, OR SIMILAR VEHICLES

- Without the prior written approval of the Architectural Committee, outside storage on residential property of vehicles not intended for continuous use is prohibited.
- No boats, boat trailers, house trailers, trailers, campers, recreational vehicles, trucks, or vans (more than three-quarters of a ton, manufacturer's rating capacity and used for commercial purposes) inoperable vehicles, unregistered vehicles, or any similar items may be stored or parked in the open on any lot.
- Allowable vehicles must be parked on driveways or parking pads unless otherwise approved by the Architectural Committee. Regardless of their condition, vehicles may not be parked on residential property, in the open, on any area other than the driveway or approved parking pad.
- Fitted car covers in a neutral color are permitted for licensed, operable vehicles.

TREE REMOVAL

(No **SPEEDY** process available)

An application is required for all tree removals unless one of the following conditions is met:

- The tree is dead.
- The tree is less than 8 feet in height and is less than 6 inches in diameter.
- There is only one tree being removed, regardless of size, and no other trees have been removed from the property within the last calendar year.
- There is only one tree being removed, regardless of size, and it is being replaced with another tree or a shrub if more appropriate.
- The tree trunk is within 15 feet of the house. Up to 2 trees may be removed, regardless of size, without an application when they are within 15 feet of the house.

No application is required if one of the above conditions is met.

When a tree is removed, the stump must be removed to grade level or below. 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 could be mulched. The intent is that there be no sign that a tree was ever there.

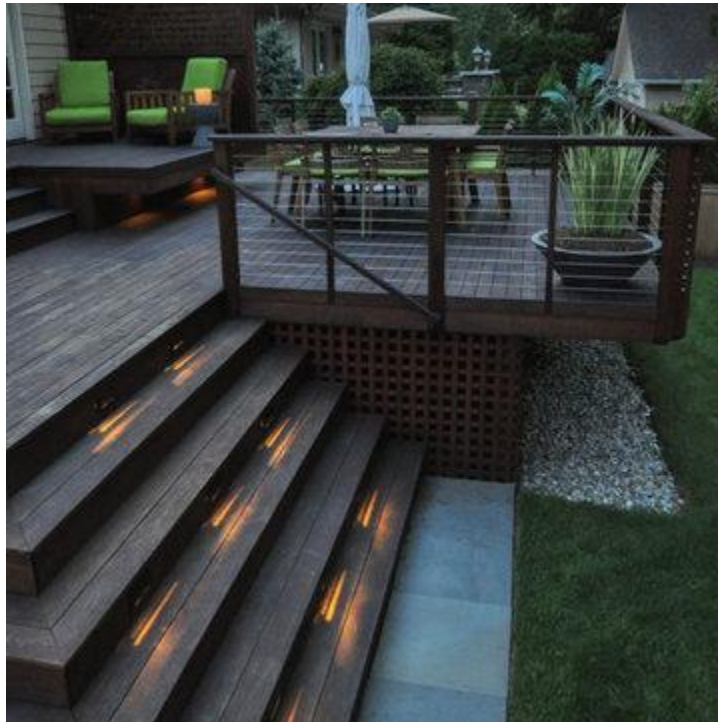
UNDER-DECK SKIRTING

(No **SPEEDY** process available)

An application is required unless the following conditions are met:

- If lattice, it is standard design as shown in image below.
- Skirting is constructed of unstained wood, wood stained to match the existing approved deck color or wood-colored vinyl to match the deck.
- Skirting is attached in a workmanlike manner.

No application is required if the above conditions are met.



WINDOWS AND DOORS

(No **SPEEDY** process available)

An application is required for window and door replacement unless the following conditions are met:

- The style and color match the existing windows or doors.
- A sliding door on the rear of the home is replaced by French doors in a color and style that matches the existing windows and doors. The French doors must open in to the home.
- French doors on the rear of the home are replaced by a sliding door in a color and style that matches the existing windows and doors.

No application is required if the above conditions are met.

An application is required for storm or screen windows and storm or security doors unless the following conditions are met:

- The style matches any of the approved styles shown below.
- The door matches the color of the house siding, exterior door, shutters, or trim.
- The storm windows do not overlap existing window sash.
- The color of the storm/screen windows matches the adjacent color of the house trim.

No application is required if the above conditions are met.



WOODPILES

(No **SPEEDY** process available)

An application is required for a woodpile unless the following conditions are met:

- The woodpile is located behind the rear line of the house and within the side lines of the house to preserve the open space vistas.
- The woodpile is stacked and maintained in an orderly fashion.

No application is required if the above conditions are met.

- Evergreen screening may be required.

EXTERIOR ALTERATION APPLICATION

Link to online fillable application: [Exterior Alteration Application](#)

Current application and instructions can be found on our website. Plot plan depicting alteration placement and alteration elevation drawings may be required. Sample plot plan and elevation drawing on following pages.

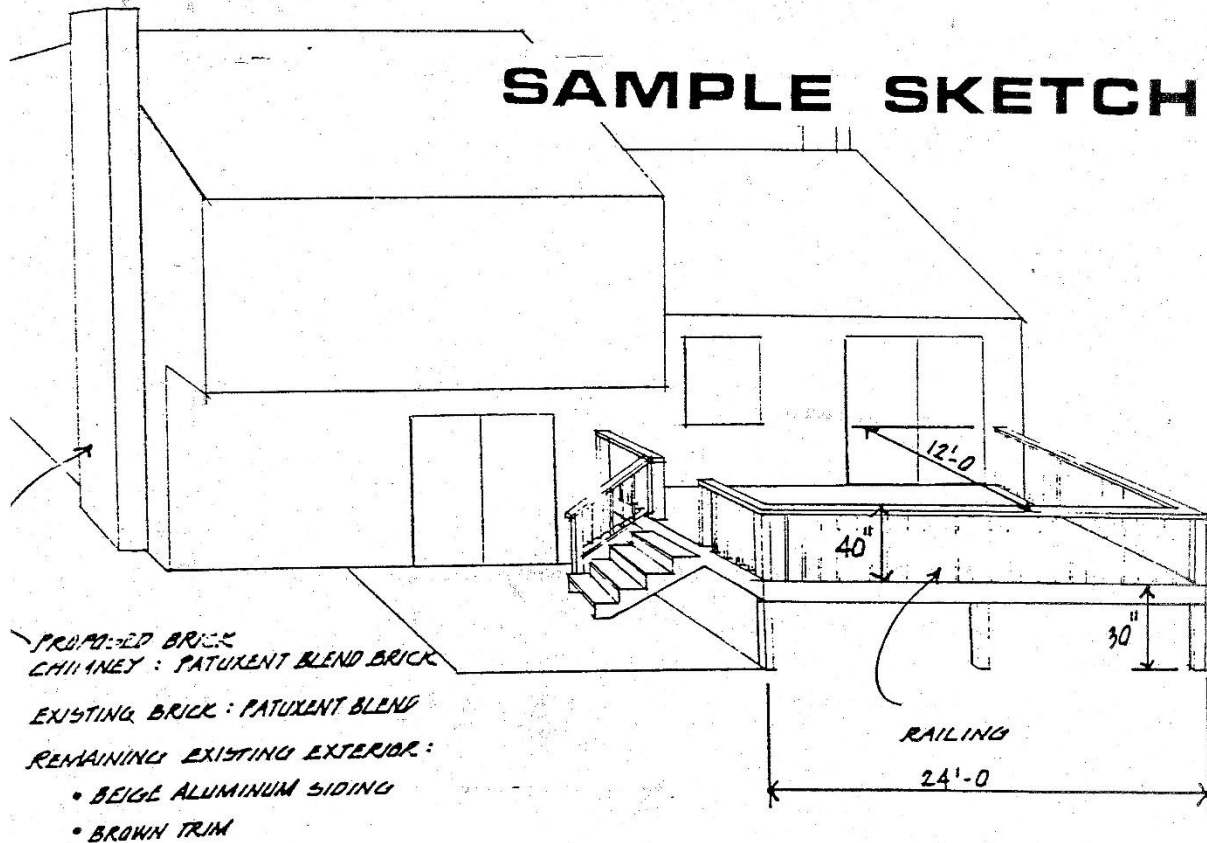
LOT 2

[illegible]

Sidney H. [illegible]
No. 1744 23 1772

SCALE 1" = 30'

SAMPLE SKETCH



KINGS CONTRIVANCE REQUEST FOR A LETTER OF COMPLIANCE

Date: _____

RE: _____
Property Address

Closing date, if known: _____

The undersigned property owner requests that the Covenant Advisor visit the above property for compliance with the Village Covenants and understands that this may take several weeks to be processed. In addition, the application process for any unapproved alterations may take additional time. Any violations found and not corrected may be pursued as covenant violations.

Signature of Owner

Printed Name of Owner

OWNER SIGNATURE AND PRINTED NAME REQUIRED

Mailing Address of Owner

Phone Number of Owner

Email Address of Owner

Real Estate Agent's Name and Company

Agent's Email Address **OR** Fax number

NOTE: Please fill in as much information as possible so that all parties receive a copy of the letter. The Covenant Advisor will be checking to see that all exterior alterations have Architectural Committee approval and that the property is in compliance with the maintenance covenants of the Village.

Drop off at the KCCA Village Office at Amherst House, 7251 Eden Brook Drive or email to covenants@villageofkc.org

VILLAGE OF KINGS CONTRIVANCE IN - HOME BUSINESS APPLICATION

Name _____

Address _____

Phone _____

Email _____

Neighborhood: Macgill's Common ____ Dickinson ____ Huntington ____

Property: House ____ Townhouse – End ____ Townhouse – Mid ____ Condo ____

DESCRIPTION OF PROPOSED BUSINESS: _____

Will a truck, van or other business vehicle be used? _____

Will a sign be used in connection with the business? () YES () NO

Will business-related materials be stored on the property? () YES () NO

Will meetings, seminars or workshops be held on the premises? () YES () NO

PLEASE EXPLAIN ALL YES ANSWERS: _____

Describe the nature and frequency of deliveries required: _____

Describe parking requirements: _____

Describe the maximum number of employees/clients/coworkers, related to the business in any way which will be at the home at any one time: _____

Describe the hours of operation: _____

Acknowledgement of affected and/or adjacent property owners:

for office use only	
Date Received	_____
KCRAC#	_____
Speedy Process: Yes	_____ No _____
Date Reviewed	_____

While not a requirement, we encourage neighbor notification. Door hangers, available at Amherst House, may be used instead of obtaining signatures. This does not constitute approval or disapproval.

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

PLEASE READ THESE PROVISIONS AND SIGN THE CONTRACT BELOW:

1. Kings Contrivance Architectural Committee approval of this application may not be the only approval required. It may be necessary to obtain approval from your townhouse/condo association and/or Howard County. Such organizations or agencies may have more restrictive and/or different criteria or covenants. It is the applicant's responsibility to ensure compliance with all restrictions. Nothing herein contained shall be construed as a waiver or modification of more restrictive covenants nor any of the provisions of State or Howard County ordinances or regulations.
2. A separate application must be submitted for each profession or home business.
3. Approval is not transferable to a new owner or a new location.
4. The Architectural Committee may require approval on an annual basis,
5. Any variance from the approved application will be considered a violation.
6. If you disagree with the decision, a written appeal may be made within ten days of receipt to the following address: Kings Contrivance Community Association, 7251 Eden Brook Drive, Columbia, MD 21046.

I/We, the applicants(s), have read and understand all of the above provisions.

Owners' signatures: _____ Date: _____

_____ Date: _____

Questions? Please contact the covenant advisor at 410-381-9600.

FOR OFFICE USE

RAC ACTION: APPROVED _____ DENIED/REASON _____

APPROVED WITH PROVISIONS/WAIVER _____

AC ACTION: APPROVED _____ DENIED/REASON _____

APPROVED WITH PROVISIONS/WAIVER _____

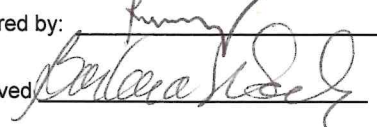
_____ SIGNED _____ DATE _____

**Kings Contrivance Community Association Fiscal Year 2026
Summary Operating Budget**

REVENUE	Budget FY26	Budget FY25	Estimate FY25
1. CA Assessment share	\$332,344	\$322,606	\$322,606
2. Lease & Rental	\$146,350	\$134,270	\$132,095
3. Tuition & Enrollment	\$6,000	\$5,000	\$6,223
4. Interest	\$4,000	\$4,000	\$2,503
5. Special Events	\$4,155	\$4,855	\$5,830
6. Fees	\$25	\$25	\$21
7. Miscellaneous	\$6,500	\$10,500	\$11,426
8. G/L on disp. Of asset	\$0	\$0	\$0
TOTAL INCOME:	\$499,374	\$481,256	\$480,704

EXPENSES	Budget FY26	Budget FY25	Estimate FY25
9. Staff Salaries	\$260,195	\$247,563	\$258,639
10. Janitorial wages	\$0	\$0	\$0
11. Contract labor	\$4,200	\$3,500	\$4,356
12. Payroll Benefits	\$30,591	\$33,297	\$31,532
13. Payroll Taxes	\$20,488	\$20,054	\$19,424
14. Janitorial Expenses	\$29,240	\$30,090	\$28,902
15. Fees	\$11,985	\$19,833	\$17,844
16. Operating Expenses	\$9,970	\$9,830	\$9,671
17. Business Expenses	\$1,550	\$1,450	\$1,311
18. Insurance	\$14,928	\$12,721	\$13,338
19. Advertising	\$699	\$780	\$454
20. Newsletter	\$36,224	\$35,275	\$35,869
21. Other Printing	\$250	\$250	\$0
22. Donations/Contributions	\$450	\$450	\$450
23. Special Events	\$18,060	\$19,200	\$17,631
24. Taxes	\$200	\$200	\$180
25. Utilities	\$21,440	\$16,600	\$21,914
26. Repairs & Maintenance	\$13,070	\$17,044	\$11,432
27. Furniture & Fixtures	\$3,000	\$3,000	\$3,000
28. TOTAL BEFORE DEP.	\$476,540	\$471,137	\$475,947
29. Depreciation	\$22,834	\$15,873	\$17,713
30. TOTAL EXPENSES	\$499,374	\$487,010	\$493,660
I/D IN UNREST.ASSETS	\$0	-\$5,754	-\$12,956

Prepared by: 

Approved: 

Date: 4/25/25