Owen Brown
Community Association

6800 Cradlerock Way, Columbia, Maryland 21045-4809
Phone 410-381-0202
www.owenbrownvillage.org

Dear Owen Brown Resident or Prospective Buyer,

If you are purchasing a property in Owen Brown, we strongly recommend that you ask your seller to obtain a Letter of Compliance from the Owen Brown Community Association, Inc. A Letter of Compliance certifies that the property is in compliance with the Owen Brown Covenants. Since the Covenants "run with the land," i.e. are binding on subsequent owners, buyers are sometimes unpleasantly surprised when they are asked to correct previous owner's violations.

If you are selling property, a Letter of Compliance certifying that your property is free of Covenant violations may expedite your sale and may provide legal protection.

In Owen Brown only the seller may request this Letter of Compliance from the Covenant Advisor. After the request is made, the Covenant Advisor will inspect the property and send a Letter of Compliance. However, if there are existing violations, a letter will be sent informing the seller of what actions must be taken to bring the property into compliance.

For your convenience, you may submit a request online for a Letter of Compliance at https://owenbrownvillage.org/selling-your-home

If you have any questions, please contact our Covenant Advisor by email at covenants@ownbrownvillage.org or call 410.381.0202.

Sincerely,

Ilana Sambuco-Paul
Village Manager

TO WHOM IT MAY CONCERN:

I attest that the attached documents are true and current copies of the following:

1. Map of the Village of Owen Brown.
2. Association's Annual Budget for the current fiscal year.
3. Owen Brown Village Covenants: Deed Agreement and Declaration.
4. Owen Brown Community Association, Inc. Articles of Incorporation.
5. Owen Brown Community Association, Inc. Bylaws.
6. Village of Owen Brown's Guidelines for Maintenance, Exterior Alterations and Home Businesses

Ilana Sambuco-Paul

Village Manager

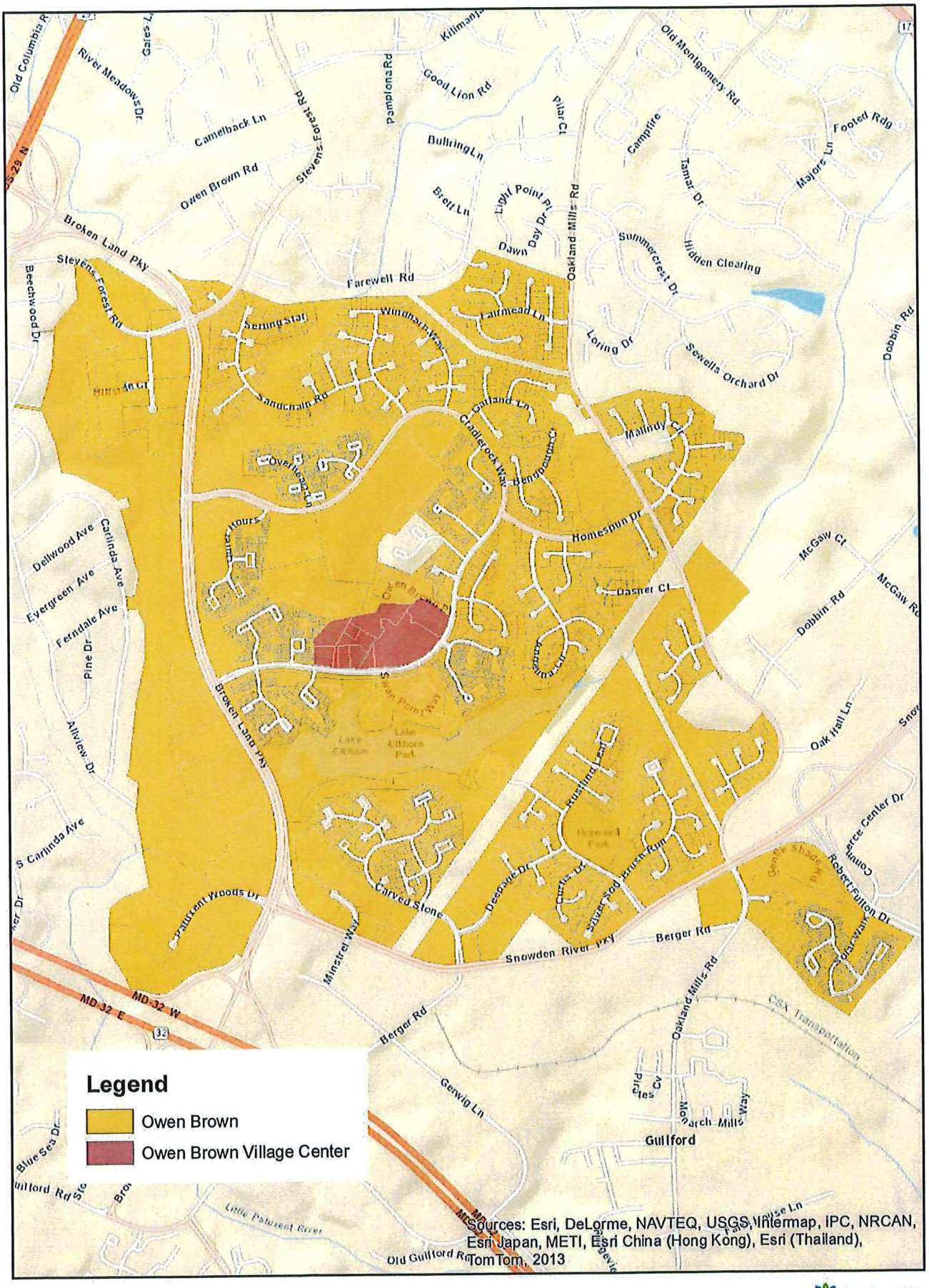
Owen Brown Community Association, Inc.

Signed in my presence this date: 2/25/24

DOMINICK LOUIS BECHETTI
Notary Public - State of Maryland
Howard County
My Commission Expires Dec 26, 2027

_____, Notary Public

Village of Owen Brown Boundary



Columbia Association

April 2015

OWEN BROWN COMMUNITY ASSOCIATION, INC.
FY27 Approved

	May '26 Apr '27
Income	
Total 01 CA Assessment Share	370,557.00
Total 02 Lease and Rental	75,100.00
04 Interest	2,750.00
05 Special Events	1,500.00
Total 06 Fees	425.00
Total 07 Miscellaneous	1,250.00
Total Income	451,582.00
Expense	
09 Staff Salaries	220,000.00
11 Contract Labor	5,000.00
12 Payroll Benefits	10,000.00
13 Payroll Taxes	19,000.00
Total 14 Janitorial Expenses	37,000.00
Total 15 Fees	15,365.00
Total 16 Operating Expenses	11,650.00
Total 17 Business Expenses	800.00
18 Insurance	7,683.00
19 Advertising	0.00
20 Newsletter	30,300.00
21 Other Printing	1,000.00
22 Donations/Contributions	0.00
23 Special Events	24,000.00
24 Taxes	0.00
Total 25 Utilities	35,213.00
Total 26 Repairs & Maintenance	21,600.00
27 Furniture, Fixtures, Equip	2,500.00
Total Expenses Before Depreciation	441,111.00
28 Depreciation	5,130.00
Total Expense	446,241.00
Increase in Unrestricted Net Assets	**5,341.00**

RECORDED IN THE LAND RECORDS OF HOWARD COUNTY, MARYLAND
LIBER 594, PAGE 473-488

Owen Brown Village Covenants
DEED, AGREEMENT AND DECLARATION

THIS DEED, AGREEMENT AND DECLARATION, made this 31st day of May, 1972, 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 "Owen Brown 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, Owen Brown 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 Owen Brown 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 Owen Brown 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 Owen Brown 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, however, to the Owen Brown Village Covenants which it is hereby convenanted and agreed shall be binding upon (i) the Grantee, her heirs, executors, administrators and assigns, and (ii) the Property, to the end that the Owen Brown 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 Owen Brown Community Association, Inc., its successors and assigns.

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

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

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

SECTION 1.06. "CPRA" shall mean and refer to the Columbia Park and Recreation Association, Inc., or to a "Successor Corporation", as defined in Section 7.04 of the CPRA Restrictions.

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

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

SECTION 1.09. "Declarant" shall mean and refer to HRD, its successors and assigns.

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

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

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

SECTION 1.13. "HRD" and "HRD, its successors and assigns", shall mean and refer to

The Howard Research And Development Corporation, and its successors and assigns, but not mere successors in title to, or assignees 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.

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 the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall, hedge, trees, shrubbery, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters 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 Owen Brown Village Covenants applicable to the Village of Owen Brown, sometimes referred to as the Village of Owen Brown.

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 Village Covenants, (ii) that neither anything contained in this Declaration nor in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting or requiring HRD, CPRA, the Association, or any successor or assignee to or of any of the aforementioned, to subject to this Declaration or any other declaration or agreement any property or land now or hereafter owned by any of them other than that described in Exhibit A annexed hereto, and (iii) that the only manner in which any additional land can be subjected to this Declaration shall be by and in accordance with the Procedure set forth in Section 2.02 hereof. The fact that terms or provisions set forth in separate or additional declarations and agreements relating to property or lands other than the Property may be similar or identical, in whole or in part, to the provisions set forth in this Declaration shall not be construed to mean that it was the intent or purpose therein to subject any additional property or lands to this Declaration or any terms or provisions thereof.

SECTION 2.02. HRD may, from time to time, annex additional lands to the Property, and thereby subject the same to the 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 five (5) year period commencing with the date of the recording of this Declaration, HRD may annex additional lands to the Property in its absolute discretion. From and after the termination of said five (5) year period, additional lands may be annexed to the Property provided that each such annexation is approved in writing by the Federal Housing Administration or by two-thirds (2/3rds) of the members of the Association entitled to vote.

SECTION 2.03. "The covenants, agreements, easements, restrictions, charges and liens 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."

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 interest described in Sections 1.17 or 1.20 hereof.

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

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

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

C. Any member who is in violation of the 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 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 the 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 instruments 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;

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

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

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

ARTICLE IV
ASSOCIATION DUES AND ASSESSMENTS

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

ARTICLE V
PROPERTY RIGHTS

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

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

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

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

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

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

(f) to dedicate or transfer all or any part of the Association Land to any public agency or authority or to CPRA for such purposes and subject to such conditions as may be agreed to by the Association and such transferee. No

such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3rds) of the votes has been properly filed among the records of the Association, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days 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 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) therefore shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Committee, but in any event shall include (i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side-set-backs and free spaces, if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot; and (ii) grading and landscaping plans for the particular Lot.

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

(a) the failure of such plans or specifications to comply with any of the 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 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 Land Records of Howard County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

SECTION 7.07. Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such Structure and the Lot on which such Structure is placed, and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies therewith. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this Section 7.07 shall be prima faci 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 marketing 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 right-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 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 Village Covenants shall be taken to govern and control.

SECTION 10.02.

(a) Every Owner, by the acceptance of a deed, lease or other instrument conveying any

interest in the Property covenants and agrees, as part of the consideration therefore, 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 and, in any specific instance, by CPRA or the Association or either of them during the Development Period and, upon expiration thereof, shall terminate.

(b) Every Owner further acknowledges and agrees that such Land Use Designations and Final Development Plan Criteria do not in any way give rise to any legal or equitable right, servitude, easement or other interest appurtenant to the Property or any portion thereof.

SECTION 10.03

(a) Neither any portion of the Property not any Structure erected thereon shall be used or permitted to be used for the establishment or maintenance thereon of any discount department store, variety store or department store.

(b) No Lot within said Property except those designated by HRD for Village Center or Neighborhood Center use on Final Development Plans shall 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.

(c) No Lot or portion thereof, nor any building or other structure erected thereon shall be used or permitted to be used, temporarily or permanently, for an amusement park or for the operation of ferris wheels, merry-go-rounds, roller coasters, haunted or fun houses, barrel rolls, side shows, penny arcades, live animal shows, marine life shows or wild animal preserves (provided this restriction (c) 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 rescinded 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 may be used for model home purposes or for the maintenance of a real estate office during the Development Period.

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

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

(a) temporarily use a single family dwelling house for more than one family:
(b) maintain a sign other than 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 on 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. 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 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. 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 benefitted or bound by the provisions hereof. Any conflict between any construction or interpretation herein provided for and that of any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of HRD (or of CPRA or of the Architectural Committee when acting as set forth above).

CPRA and the Architectural Committee to the extent of their respective functions hereunder and rights specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and 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 14.07. The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretations of the contents thereof.

SECTION 14.08. No violation of any of these 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 Village Covenants as fully as any other Owner of any portion of the Property.

SECTION 14.09. Each grantee accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to these Village Covenants , covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these 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 14.10. Terminology herein relating to gender and number is employed for convenient expression and not for the purposes of limiting the applicability of the provisions hereof. The use of the singular shall be taken to include the plural and the use of the masculine gender shall be taken to include all genders.

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

ATTEST:

THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC.

/s/ JOHN HARRIS GURLEY
Assistant Secretary
(Corporate Seal)

By /s/ PADRAIC M. KENNEDY
President

WITNESS:

/s/ DANIEL H. SCHERR

/s/ ROSE MARIE VENERE
Rose Marie Venere

ATTEST:

THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION

/s/ JOHN HARRIS GURLEY
Assistant Secretary

By /s/ DOUGLAS M. GODINE

Vice President

(Corporate Seal)
STATE OF MARYLAND)
) SS:
HOWARD COUNTY)

I HEREBY CERTIFY that on this 31st day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Douglas M. Godine, Vice President of THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a corporation of the State of Maryland, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer, and he acknowledged the same to be the act and deed of said corporation.

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

[Notarial Seal]

/S/ Theresa M. Dumler
Notary Public

My commission expires: 7-1-74

STATE OF MARYLAND)
) SS:
HOWARD COUNTY)

I HEREBY CERTIFY that on this 31st day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ROSE M. VENERE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and she acknowledged the same to be her act and deed.

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

[Notarial Seal]

/S/ Theresa M. Dumler

Notary Public

My commission expires: 7-1-74

STATE OF MARYLAND)
) SS:
HOWARD COUNTY)

I HEREBY CERTIFY that on this 31st day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared PADRAIC M. KENNEDY, President of the COLUMBIA PARK AND RECREATION ASSOCIATION, INC., a corporation of the State of Maryland, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer, and he acknowledged the same to be the act and deed of said corporation.

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

[Notarial Seal]

/S/ Theresa M. Dumler
Notary Public
My commission expires: 7-1-74

EXHIBIT A

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

1. "Columbia, Village of Owen Brown, Section 1, Area 1, Sheets 1 through 16," inclusive, recorded in Plat Book 23, Folios 23 through 38 respectively.
2. "Columbia, Village of Owen Brown, Section 1, Area 2, Sheets 1 through 5,"inclusive, recorded in Plat Book 23, Folios 39 through 43 respectively.
3. "Columbia, Village of Owen Brown, Section 3, Area 1, Sheet 1 of 1," recorded in Plat Book 23, Folio 44.

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OWEN BROWN COMMUNITY ASSOCIATION, INC.

ARTICLES OF INCORPORATION

FIRST: THE UNDERSIGNED, Julia C. Kent, whose post office address is Fourth Floor, American City 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 OWEN BROWN COMMUNITY ASSOCIATION, INC.

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

To organize and operate a nonprofit civic organization, which shall be organized and operated exclusively for the promotion of the health, safety, common good and social welfare of the owners of property in, and the residents of, that area of the community of Columbia, a new town being developed in Howard County, Maryland, by THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation (hereinafter referred to as "HRD"), known as the Village of Owen Brown (the "Property")and located upon the property described in that certain Deed, Agreement and Declaration (hereinafter referred to as the "Owen Brown Declaration") dated May 17, 1972, 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 Deed of Annexation dated February 1, 1971 by THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION and filed for recording among the Land Records of Howard County, Maryland, and such additions thereto as may hereafter be annexed thereto pursuant to the provisions of the Owen Brown 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 Owen Brown 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. "Owners," for purposes of this Article Sixth shall mean and include the owner of any "Unit" within the Property, or any common or joint interest therein if such Unit is owned by more than one person or entity. "Unit" shall mean and include (i) the fee simple title to any Lot (as defined in the Owen Brown Declaration) within the Property; (ii) the fee simple title to a unit in any condominium development within the Property; and (iii) any share, membership or other interest in any cooperative or other entity organized and operated for the purpose of making residential dwelling units available to its shareholders, members or other beneficiaries, which share, membership or other interest entitles the owner thereof to possession of any residential dwelling unit within the Property.

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

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

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

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

A. If any member owns or holds more than one lot, unit, share, membership or other interest as described in Article Sixth above, in connection with qualification for membership, such member, subject to the provisions of this Article Seventh, shall be entitled to one vote for each such lot, unit, share, membership or 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 Owen Brown Restrictions as defined in the Owen Brown 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 Owen Brown Declaration and this Charter, as it deems advisable for any meeting of members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of members for voting purposes, and such other matters concerning the conduct of meetings and voting as it shall deem fit.

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

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

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

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

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

EIGHTH: The affairs of the Corporation shall be managed by a Board of five (5) directors, each of whom shall be elected for a two (2) year term, except as herein provided for the 1984-85 Board of Directors. The 1984-85 Board of Directors shall consist of five (5) directors. The two candidates receiving the highest number of votes shall serve for two (2) years, the remaining candidates shall serve for one (1) year. Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director, and if not previously so filled, shall be filled at the next meeting of members of the Association. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director, the vacancy in whose position he was elected to fill.

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

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

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

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

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

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

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

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

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

9. The members of the Association shall in each even numbered year elect from among the members thereof, a representative to serve a two (2) year term as a member of the Columbia Council. The representative so elected shall be entitled, *ex officio*, to attend all meetings of the Board of Directors and shall have the same rights as a Director, except that he shall not have the right to vote as a Director on any matter.

10.. The Board of Directors shall designate one person (who need not be a member of the Association) to serve as the Manager of the Association. The Manager of the Association shall, *ex officio*, be the secretary and the chief financial officer of the Association. It shall be the function and the responsibility of the Manager of the Association to (i) attend all meetings of members, and meetings of the Board of Directors, and to keep appropriate corporate records of all proceedings; (ii) to keep the fiscal records of the Association and to prepare budgets in connection with the conduct and operation of the affairs of the Association; (iii) to provide liaison between CPRA and the Association and generally to advise the Association in the conduct and operation of its affairs; and (iv) to administer and manage the day to day affairs of the Association under the general supervision of the Board of Directors.

11. The Board of Directors of the Association may from time to time establish dues and assessments to be payable by the members of the Association, in accordance with the provisions of the Owen Brown 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 17th day of May, 1972.

JULIA C. KENT

Amended 1984

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OWEN BROWN COMMUNITY ASSOCIATION, INC.

BY-LAWS

ARTICLE I

MEMBERS

Section 1.01. Annual Meeting. The Association shall hold each year an annual meeting of the members for the election of directors and, in even numbered years, the election of a representative to serve 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, at a time and place to be determined by the Board of Directors, but in no case shall the date of such meeting be later than May 15 in each year.

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. Not withstanding 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 Sec. 135 of Article 23 of the Annotated Code of Maryland (1957 Ed.) and at such further meeting the members present in person shall constitute a quorum and by majority vote of those present may approve or authorize any proposed action, and take any other action, including, without limitation, the election of directors, which might have been taken at the original meeting, if a sufficient number of members had been present.

Section 1.06. Votes Required. A majority of the votes cast at a meeting of members, duly called and at which a quorum is present shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, unless more than a majority of votes cast is required by statute or by the charter. Unless the charter provides for a greater or less number of votes per member or limits or denies voting rights, each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of members; but no members 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 Owen Brown Restrictions contained in the Deed Agreement and Declaration between The Howard Research and Development Corporation (HRD) and Rose Marie Venere, dated the 17th day of May 1972 and filed for recording among the Land Records of Howard County (the Owen Brown Declaration).

Section 1.07A. Votes to be Cast in Person. Except as specified in this Section 1.07 A 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 maybe designated in writing by the president or a vice president of the corporation; (ii) that members unable to attend a meeting at which Directors of the Association are to be elected or at which a representative to the Columbia Council is to be elected, shall be entitled to file a written vote under the procedure set forth in this Section 1.07A; and (iii) agencies or instrumentalities of the Federal Government, if otherwise entitled to vote, may vote by written proxy. Any member unable to attend a meeting of the type specified in clause (ii) in the preceding sentence may vote for the election of Directors and/or for the election of a representative to the Columbia Council by either (a) sending a written letter addressed to the person then serving as Manager of the Association (or if there be no Manager, then to the Board of Directors of the Association) stating (i) that the member will be unable to attend the meeting in question and (ii) that he casts his vote for the individual or individuals listed in the letter or (b) completing and returning to the Manager of the Association (or if there be no manager, then to the Board of Directors of the Association) an official ballot prepared by the Election Monitor Committee and mailed or delivered to his residence or place of business. If such letter or official ballot is received by the Manager (or by the Board of Directors) one or more hours before the polling places open, the ballot embodied in the letter or the official ballot shall have the same force and effect as if the party sending the same had voted in person.

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

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

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

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

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

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

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

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

ARTICLE II

BOARD OF DIRECTORS

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

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

Section 2.03. Election of Directors. Until the first annual meeting of members or until successors are duly elected and qualify, the Board shall consist of the persons named as such in the charter. At the first annual meeting of members and at each annual meeting thereafter, the members shall elect directors to hold office until the next succeeding annual meeting or until their successors are elected and qualify. At any meeting of members, duly called and at which a quorum is present, the members may, by the affirmative vote of the members entitled to cast the majority of votes thereon, remove any director or directors from office and may elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed directors. Notwithstanding anything to the contrary set forth herein, if after the date for which nominations for the Board of Directors is closed in accordance with Section 8.03 of these By-Laws, the number of nominees meeting the requirements set forth in Section 8.03 of these By-Laws for nomination as director is less than, or equal to, the number of vacant director positions, the qualified nominees shall be deemed to have been elected by the members and the Board of Directors shall appoint such nominees to the available directors positions for the term provided in this Section 2.03, such term to commence on the date of the Association's annual meeting for that year.

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

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

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

Section 2.07. Notice of Meetings. Except as provided in Section 2.05, notice of the place, day and hour of every regular and special meeting shall be given to each director two days (or more) before the meeting, by delivering the same to him personally or by sending the same to him by telegraph, or by leaving the same at his residence or usual place of business, or, in the alternative, by mailing such notice three days (or more) before the meeting, postage prepaid,

and addressed to him at his last know 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 by given to any director who attends, or to any director who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board of Directors, regular or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

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

Section 2.09. Compensation. Directors as such shall not receive any compensation, other than in-kind considerations, for their services. A director who serves the Association in any other capacity, however, may receive compensation therefor.

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

ARTICLE III

COMMITTEES

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

ARTICLE IV

OFFICERS

Section 4.01. Chairman. The Board of Directors shall in each year elect a Chairman of the Board and a Vice Chairman from among the Directors. The Chairman shall serve as the President of the Association. 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. In the absence of the Chairman of the Board, the Vice Chairman shall preside at all meetings of the members and of the Board of Directors at which he shall be present.

Section 4.02. Manager. The Board of Directors shall in each year appoint 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 CA and the Association and shall generally advise the Association in the conduct and operation of its affairs. 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 Owen Brown 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 or member 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 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. Officers of the Association who are also Board members shall not receive any compensation, other than in-kind considerations. Notwithstanding the preceding sentence, 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 any two of the following: the Manager, the Bookkeeper, the Chairman of the Board of Directors.

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

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

ARTICLE VI

CERTIFICATES OF MEMBERSHIP

Section 6.10. 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 determine or prescribe.

ARTICLE VII

SUNDRY PROVISIONS

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

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

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

ARTICLE VIII

ELECTIONS

Section 8.01. Elections. Elections will be held for Board of Directors and Representative to the Columbia Council at a time and place to be determined by the Board of Directors, but in no case shall the date of such election be later than May 15 in each year. Polling places shall be as specified by the Board of Directors and will be open for voting at a time to be specified each year. There shall be no electioneering within 100 feet of the polling place. Notwithstanding anything to the contrary set forth herein, if after the date for which nominations for the Representative to the Columbia Council are closed in accordance with Section 8.03 of these By-Laws there is not more than one nominee for such position in such year, the nominee shall be deemed to have been elected by the members and the Board of Directors shall appoint such nominee to the position of Representative to the Columbia Council for the term provided for in Article Ninth, Section 9 of the Association's Articles of Incorporation, such term to commence on the date of the Association's annual meeting for that year.

Section 8.02. Election Committee. Appointment of the Election Committee. The Board of Directors of the Association shall appoint an Election Monitor Committee and a Chairman before the last week in February of each year. The Board shall fill any vacancies from time to time as they occur.

Eligibility for Membership on the Election Committee. Any member of the Association eligible to vote in the next forthcoming election of Directors and Council Representative shall be eligible for membership to the Election Monitor Committee, but in no event shall a member be a candidate for any Association office. No member of the Election Monitor Committee may actively campaign for or against any candidate.

Duties and Powers of the Election Committee. The Election Committee upon being certified by the Chairman of the Board of Directors, shall be wholly responsible for the proper conduct of the annual elections of the Columbia Council Representative and the Board of Directors and to that end, the Election Committee shall be empowered to:

(i) establish such administrative rules and regulations as are necessary to the orderly conduct of the election and

(ii) prepare and make available such blank nomination petitions as are necessary and

(iii) prepare all absentee ballots and regular ballots upon the receipt of all nomination petitions upon the closing of the nomination period prescribed and

(iv) establish and publicize a location for the purpose of receiving requests for, issuing and receiving absentee ballots and

(v) distribute the absentee ballots in accordance with Section 8.07 of these By-Laws and

(vi) issue, receive and count all the ballots cast and post results upon the closing of the polls and

(vii) certify, in writing, the names of those persons elected and the offices to which they were elected, respectively, to the incumbent Board of Directors of the Association and

(viii) appoint such additional interim associates as are necessary to the conduct of the election itself and

(ix) in the event of a challenge, prepare and submit a statement of the conduct of the election to the incumbent Board of Directors.

Acceptance of Petitions, Withdrawals, Ballots, and Challenge.

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

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

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

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

Section 8.03. Nominations. Any qualified candidate for Board of Directors or Representative to the Columbia Council must be nominated. Nomination shall be by petition only. The petition, to be circulated by the candidate or by other persons in his behalf and with his consent, will show the full name and address of the candidate, his signature, and the office he is seeking. The nomination petition shall be valid when ten or more members of the Association have signed it. Association members shall not be restricted from signing more than one nomination petition. Each candidate shall be nominated for one office only. Each candidate will submit his nomination petition to the Election Monitor Committee for validation. The Election Monitor Committee will accept nomination petitions during the first three weeks of the month prior to the month in which elections will be held. Nominations will be closed after those three weeks. If not enough applications to fill the vacancies have been received, the Election Monitor Committee, with proper public notification, may extend the deadline. 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 the length of which shall be determined by the Election Monitor Committee. This statement, in order to be reproduced and distributed at the expense of the Association, shall be submitted to the respective Manager by the date specified by the Election Monitor Committee. The Manager, with such assistance as may be required, shall prepare and distribute before the Election, in either a regular or special publication, the names of all candidates, the positions they seek, and their prepared statements. Candidates' statements will not be edited.

Section 8.05. Preparation of Ballots. The Election Monitor Committee shall draw the names of candidates by lot to determine position on the ballot. Candidates for Board of Directors and Council Representative will be listed separately. Candidates shall be listed by given name (first name, middle initial, last name), neighborhood in which they reside, and without reference to titles.

Section 8.06. Balloting. Members in good standing pursuant to Article III of the Declaration of the Association shall be eligible to vote in the subsequent annual election. A list of all eligible voters shall be available at the office of the Association two weeks prior to the election. Non-appearance of a qualified voter's name shall be referred to the Election Monitor Committee for resolution. Each candidate receiving the largest numbers of votes for Board of Directors will be declared winners of that election. The one candidate receiving the largest number of votes for Representative to the Columbia Council shall be declared winner of that election.

Section 8.07. Absentee Ballots. Any eligible member of the Association who will be unable to cast a ballot at the designated polling place may cast an absentee ballot by either (a) sending a written letter addressed to the person then serving as Manager of the Association (or if

there be no Manager, then to the Board of Directors of the Association) stating (i) that the member will be unable to vote at the designated polling place and (ii) that he casts his vote for the individual or individuals listed in the letter or (b) completing and returning to the Manager of the Association (or if there be no manager, then to the Board of Directors of the Association) an official absentee ballot prepared by the Election Monitor Committee and mailed or delivered to his residence or place of business. The absentee ballot may be requested in writing or in person from the Chairman of the Election Monitor Committee or his designee. It will be the duty of the Election Monitor Committee to prepare, control, distribute, count, and account for absentee ballots. Absentee ballots may be requested in writing from the twenty-first day until the tenth day prior to the election; or requested in person from the twenty-first day until the day prior to the election. The absentee ballot will contain a detachable statement signed by the member certifying that he will be unable to cast his ballot at the designated polling place and that no other member of his residence will cast a ballot at the polling place. The Election Monitor Committee will accept absentee ballots returned by the voter, in person or by mail, until one hour before the polls open.

Section 8.08. Ties and Runoff Elections. In the event of a tie vote for election to the position of Council Representative, or a tie vote which does not fill the last position to be filled on the Board of Directors, the Election Monitor Committee shall conduct a recount of the ballots within two days. Ballots shall be placed in a locked container and retained by the Chairman of the Election Monitor Committee until the recount occurs. Should the tie persist, the Manager shall immediately notify members of the Association of the date, time and place for a runoff election to resolve such tie. The runoff election shall be conducted within thirty (30) days after the posting of the certified election results by the Election Monitor Committee. Only the names of the candidates involved in the tie will appear on the runoff election ballot. A tie vote for Council Representative, or the last position to be filled on the Board of Directors shall not affect the results of the entire election. Where a tie vote occurs and the election results have been challenged, the runoff election will take place within thirty (30) days of the disposition of he challenge.

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

Section 8.10. Where the procedures set forth in this Article of the By-Laws are found to be inconsistent with any other sections of the By-Laws pertaining to elections the procedures set forth in this Article shall supersede election procedures set forth in those other sections, except with regard to provisions for time of election, length of term of office, staggering of terms of office and election to particular positions.

Amended April 1998