



# WILDE LAKE COMMUNITY ASSOCIATION

SLAYTON HOUSE  
10400 Cross Fox Lane  
Columbia, Maryland 21044-2183  
(410) 730-3987

Dear New Wilde Lake Resident:

Welcome to Wilde Lake, Columbia's first Village. We appreciate this opportunity to share some information about our community with you. Wilde Lake Community Association offices are located at Slayton House, where you may obtain information about the covenants, architectural guidelines, and Village Board activities. In addition, Slayton House is used for classes, community meetings, parties, and receptions. It is the only community center in Columbia with a juried art gallery and a theatre, which is used for concerts, dance and piano recitals and theatre productions.

To get the latest information about what is happening in our community:

- Subscribe to our email newsletter. It is sent out weekly to our e-mail distribution list and is also available on our website. To subscribe to the e-newsletter, visit our website and click "sign up" at the bottom of the home page.
- Visit our website at [www.wildelake.org](http://www.wildelake.org).
- Attend a Wilde Lake Village Board meeting. First Monday of each month at 6:30 pm. Agenda is posted on our website.
- Like us on Facebook at [www.facebook.com/wildelakevillage](https://www.facebook.com/wildelakevillage).
- Follow us on Instagram.

Wilde Lake Community Association is a resource for your questions and concerns. If you want to learn about getting involved, please call 410-730-3987 or email [wlca@wildelake.org](mailto:wlca@wildelake.org). There are many opportunities for volunteers.

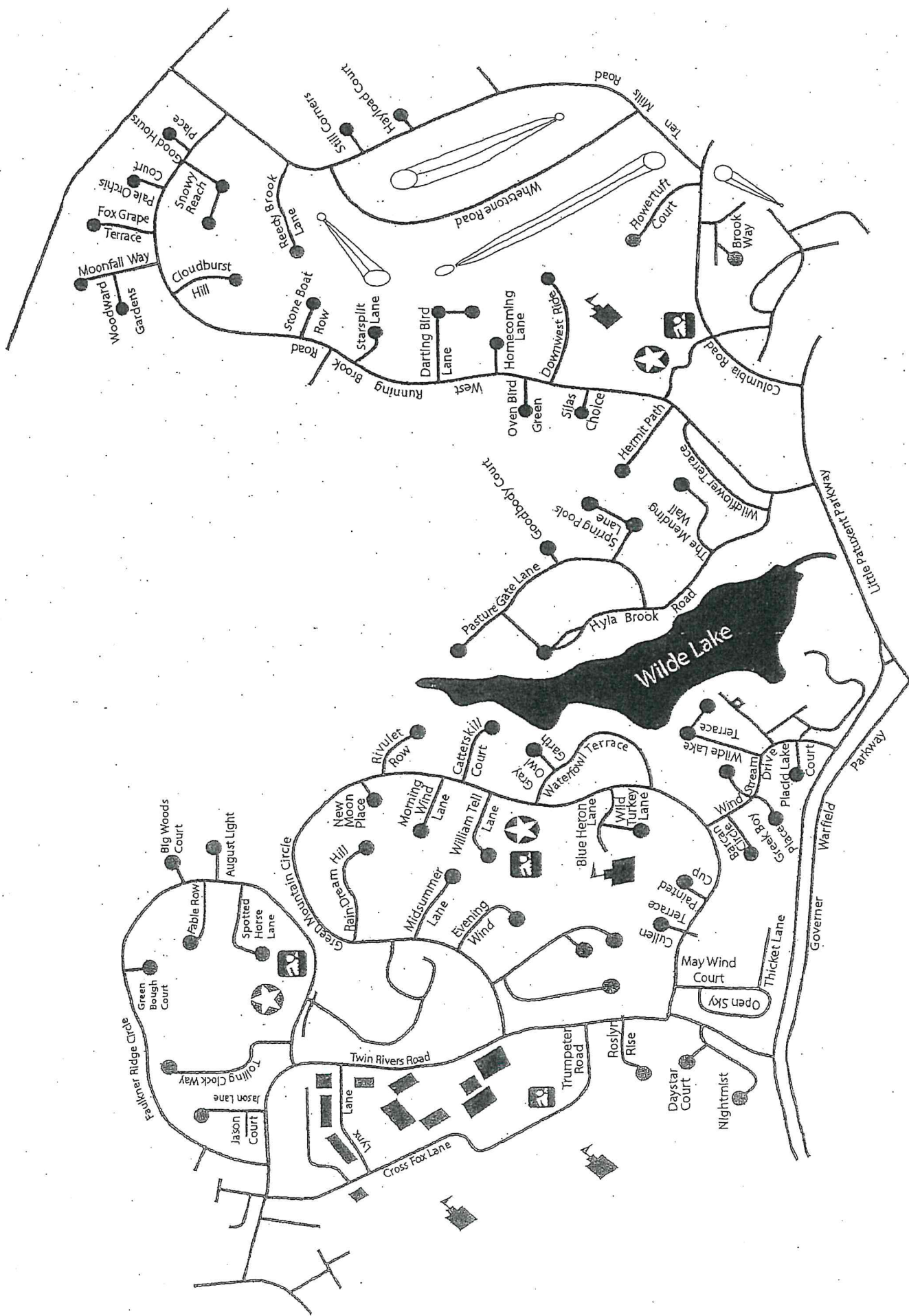
Wilde Lake Community Association does not levy any type of HOA dues or fees. However, the Columbia Association does collect an annual charge from all property owners. Columbia Association contact information:

Columbia Association  
6310 Hillside Court, Suite 100  
Columbia, MD 21046  
410-715-3000

If you have purchased a townhouse or condominium, you may also have an HOA with its own requirements, information, and fees. A current list of Wilde Lake HOAS can be found on our website under the "about us" tab. We encourage you to visit Slayton House for any additional information you might need or to learn more about your Village. Our office hours are Monday-Friday, 9am to 4:30 pm.

Sincerely,

Sharon Cooper-Kerr  
Executive Director/Village Manager



**WILDE LAKE COMMUNITY ASSOCIATION**  
**FY2024 APPROVED BUDGET**

<b>REVENUE</b>	<b>FY 2024 Budget</b>
CA Annual Charge	\$382,502
Lease and Rentals	\$168,500
Tuition and Enrollment	\$15,000
Interest	\$140
Special Events	\$1,000
Miscellaneous	\$50
<b>TOTAL REVENUES</b>	<b>\$567,192</b>
<b>EXPENSES</b>	
Staff Salaries	\$313,500
Technical/Janitorial Salaries	\$16,000
Contract Labor	\$1,000
Payroll Benefits and Taxes	\$60,052
Janitorial Expense	\$25,700
Fees	\$29,509
Operating Expense	\$14,250
Business Expense	\$2,100
Insurance	\$7,300
Advertising	\$1,000
Newsletter	\$3,700
Other Printing	\$1,000
Donations	\$3,000
Special Events	\$12,300
Taxes	\$500
Utilities	\$39,500
Repairs and Maintenance	\$25,000
Furniture and Fixtures	\$2,000
Depreciation	\$9,229
<b>Total Expenses</b>	<b>\$566,640</b>

## REQUEST FOR LETTER OF COMPLIANCE

To: Covenant Advisor  
Village of Wilde Lake

Date: \_\_\_\_\_

Re: \_\_\_\_\_(property address)

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

The undersigned property owner requests that the Covenant Advisor inspect the above referenced property for compliance with the Wilde Lake Village Covenants and understands that it may take several weeks for the request to be processed. In addition, the application process for any unapproved alterations will take extra time. Violations found and not corrected may be pursued with the new owner.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Mailing Address of Owner (if different)

Phone: (day)\_\_\_\_\_

(evening)\_\_\_\_\_

\_\_\_\_\_  
Real Estate Agent Name & Company

\_\_\_\_\_  
Agent Phone Number

\_\_\_\_\_  
Agent Fax Number

\_\_\_\_\_  
Agent E-mail Address

NOTE: The Covenant Advisor will inspect the property to determine whether there are maintenance violations and/or unapproved exterior alterations. Failure to provide all information in a timely manner may delay inspection.

*Completed forms may be emailed to the Covenant Advisor at [covenants@wildelake.org](mailto:covenants@wildelake.org), for mailed/ delivered to Wilde Lake Community Association, Slayton House, 10400 Cross Fox Lane, Columbia, MD 21044. Please direct any questions to the Covenant Advisor by phone at 410/730-3987 or to the above e-mail address.*



### **Village Community Associations**

- Enforcing covenants
- Providing resources and referral services for residents
- Advocating for residents at the village, Columbia, and county levels
- Fostering partnerships between villages, Columbia Association, and Howard County
- Facilitating information sessions and community meetings
- Managing, maintaining, and renting out CA's village buildings and neighborhood centers
- Hosting individual village events and partnering with all villages for Columbia-wide special events
- Offering programming, including classes, camps, and lectures
- Creating village master plans
- Working with village merchants
- Communicating to residents via newsletters, websites and social media
- Encouraging neighbor-to-neighbor connectivity via block parties, beautification grants and block captains

*Learn more at  
[ColumbiaAssociation.org/villages](http://ColumbiaAssociation.org/villages)*

- Maintaining fitness facilities, golf clubs, tennis and basketball courts, and swimming pools
- Organizing free summer concerts and films at the Downtown Columbia Lakefront
- Operating the Columbia Ice Rink, Columbia Horse Center (via lease), Columbia SportsPark/SkatePark
- Operating the Columbia Art Center, Youth and Teen Center at the The Barn, Columbia Archives and Volunteer Center Serving Howard County
- Maintaining approximately 3,600 acres of open space
- Providing Before and After School Care to Howard County students
- Developing plans to improve the connectivity of the pathway system in Columbia
- Developing plans to protect and restore Columbia's watershed

*Learn more at  
[ColumbiaAssociation.org](http://ColumbiaAssociation.org)*

- Schools and library management
- Watershed management/restoration
- Water and sewer management
- Inspections, licenses and permits
- Road maintenance and snow removal
- Planning and zoning management
- Waste and recycling collection
- Historic preservation County parks and recreation facilities
- Police, fire and rescue services

*Learn more at  
[HowardCountyMD.gov](http://HowardCountyMD.gov)*





# *Wilde Lake Community Association, Inc.*

## ARTICLES OF INCORPORATION

FIRST: WE, THE UNDERSIGNED, John Martin Jones, Jr., Donald P. McPherson, III, and David E. Belcher, the post office address of all of whom is No. 900 First National Bank Building, Redwood and Light Streets, Baltimore, Maryland 21202, each being at least twenty-one years of age, do hereby associate ourselves as incorporators with the intention of forming a corporation under and by virtue of the General Laws of the State of Maryland.

SECOND: The name of the corporation (which is hereinafter called the "Association") is WILDE LAKE 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 Wilde Lake (the "Property") and located upon the property described in that certain Deed, Agreement and Declaration (hereinafter referred to as the "Wilde Lake Declaration"), dated June 1, 1967, between HRD, C. AILEEN AMES, and THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC. (hereinafter referred to as "CPRA"), and filed for recording among the Land Records of Howard County, Maryland, and such additions thereto as may hereafter be annexed thereto pursuant to the provisions of the Wilde Lake Declaration.

For the general purpose aforesaid, and limited to that purpose (hereinafter sometimes referred to as the "Purpose"), the Association shall have the following specific purposes:

1. to do any and all lawful things and acts within its powers, as hereinafter set forth, which the Association from time to time may deem to be appropriate in order to benefit, aid, promote and provide for peace, health, safety, convenience, comfort and the general welfare of the owners of property in, and the residents of, the Property;
2. to assist CPRA in the conduct of its activities and performance of its responsibilities relating to the operation, maintenance and development of community facilities and services within Columbia, and particularly that part thereof forming the Property, as the same are more fully set forth in that certain Deed, Agreement and Declaration dated the 13th day of December, 1966, by and between CPRA and C. AILEEN AMES and filed for recording among the Land Records of Howard County and recorded in Liber W.H.H. 463, Folio 158, (hereinafter referred to as the "CPRA Declaration") and the Articles of Incorporation of CPRA;
3. to provide an organization through which the owners of property in, and the residents of, the Property shall be represented, by a member of the Association, on the Columbia Council, an unincorporated association, the membership of which will be composed of representatives of various associations in Columbia which have been approved by CPRA, said Council, in turn, being entitled to nominate from among its membership, persons to be elected and serve on the Board of Directors of CPRA, all as provided in the Articles of Incorporation of CPRA; and
4. to operate and maintain any and all property or facilities which it may acquire for the use and benefit of its members.

(1)



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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 Wilde Lake 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 are John Martin Jones, Jr., 900 First National Bank Building, Redwood and Light Streets, Baltimore, Maryland 21202. Said resident agent is an individual actually residing in this State.

FIFTH: The Association is not authorized to issue capital stock.

SIXTH: The following shall automatically be members of the Association:

A. *Owners*. "Owner", for purposes of this Article Sixth shall mean and include the owner of any "Unit" within the Property, or any common or joint interest therein if such Unit is owned by more than one person or entity. "Unit" shall mean and include (i) the fee simple title to any Lot (as defined in the Wilde Lake Declaration) within the Property; (ii) the fee simple title to a unit in any condominium development within the Property; and (iii) any share, membership or other interest in any cooperative or other entity



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

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

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

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

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

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

B. When any lot, unit, share, membership or other interest, as described in Article Sixth above in connection with qualification for membership, is owned or held by more than one member as tenants by the entirety 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 Wilde Lake Restrictions as defined in the Wilde Lake 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 Wilde Lake 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, at least two of whom shall be members of the Association except as herein provided with regard to the initial Board of Directors. The initial Board of Directors shall consist of five (5) directors who shall hold office until the election of their successors. Beginning with the first annual meeting of the Association to be held on or before March 1, 1968, the members, at each such annual meeting, shall elect five (5) directors, at least two of whom shall be elected from among the membership of the Association, each for a term of one year. The names of those persons who are to act as directors until the election of their successors are:

JAMES W. ROUSE

WILLIAM E. FINLEY

WILLARD G. ROUSE

ROBERT E. HUFF

RICHARD L. ANDERSON

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

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

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

2. The Association may enter into contracts and transact business with any director or member or with any corporation, partnership, trust or association of which any director or member is a stockholder, director, officer, partner, member, trustee, beneficiary, employee or in which any director or member is otherwise interested; and such contract or transaction shall not be invalidated or in any way affected by the fact that such director or member has or may have an interest therein which is or might be adverse to the 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 §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 ( $\frac{2}{3}$ ) 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 ( $\frac{2}{3}$ ) of the Board of Directors then in office, and, in addition, (i) upon the affirmative vote of at least two-thirds of the membership at a meeting at which a quorum of at least seventy-five per cent (75%) of the members entitled to vote is present or (ii) upon the execution by members entitled to cast two-thirds of the votes of those entitled to vote of a written instrument approving the proposed action. Upon any liquidation, dissolution or winding up of the Association hereunder, the property of the Association, both real and personal shall be dedicated to and vest in any non-profit corporation formed and operated for purposes similar to those set forth herein for the Association, Howard County, the State of Maryland, or the United States of America in the order stated.

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

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

10. The Board of Directors shall designate one person (who need not be a member of the Association) to serve as the Manager of the Association. The Manager of the Association shall, *ex officio*, be the secretary and the chief financial officer of the Association. It shall be the function and the responsibility of the Manager of the Association to (i) attend all meetings of members, and meetings of the Board of Directors, and to keep appropriate corporate records of all proceedings; (ii) to keep the fiscal records of the Association and to



prepare budgets in connection with the conduct and operation of the affairs of the Association; (iii) to provide liaison between CPRA and the Association and generally to advise the Association in the conduct and operation of its affairs; and (iv) to administer and manage the day to day affairs of the Association under the general supervision of the Board of Directors.

11. The Board of Directors of the Association may from time to time establish dues and assessments to be payable by the members of the Association, in accordance with the provisions of the Wilde Lake Declaration.

12. In exercising the right granted to the Association hereunder to place mortgages or deeds of trust on any part of the property owned by the Association, the Board of Directors shall have the right, without referring the matter to a vote of the Association, to place a mortgage or deed of trust on a portion of the property, provided that the proceeds of such mortgage or deed of trust, after paying any expenses incurred in connection with such borrowing, are devoted solely to the construction of improvements on that part of the property so subjected to the mortgage or deed of trust. All mortgages or deeds of trust not specifically permitted by the preceding sentence must be submitted to and approved by a majority of the members of the Association entitled to vote.

TENTH: The duration of the Association shall be perpetual.

IN WITNESS WHEREOF, we have signed these Articles of Incorporation this 1st day of June, 1967.

WITNESS:

/s/ MARJORIE DENNEY

/s/ JOHN MARTIN JONES, JR.  
John Martin Jones, Jr.

/s/ MARJORIE DENNEY

/s/ DONALD P. MCPHERSON, III  
Donald P. McPherson, III

/s/ MARJORIE DENNEY

/s/ DAVID E. BELCHER  
David E. Belcher

STATE OF MARYLAND, }  
CITY OF BALTIMORE, } ss:

I HEREBY CERTIFY, That on this 1st day of June, 1967, before me, the subscriber, a Notary Public of the State of Maryland, acting in the City of Baltimore aforesaid, personally appeared John Martin Jones, Jr., Donald P. McPherson, III, and David E. Belcher, and severally acknowledged the foregoing Articles of Incorporation to be their act and deed.

As WITNESS my hand and Notarial Seal the day and year last above written.

/s/ INGRID DELEN

*Notary Public*

[NOTARIAL SEAL]

My commission expires: June 30, 1967



# **B Y – L A W S**

## ***Wilde Lake Community Association, Inc.***

### **ARTICLE I**

#### **MEMBERS**

SECTION 1.01. *Annual Meetings.* The Association shall hold each year, commencing with the year 1968, an annual meeting of the members for the election of directors, the election of a representative to serve for a one year term as the representative of the Association to the Columbia Council, and the transaction of any business within the powers of the Association, at a time and place designated by the incumbent Board, provided that such meeting shall be in the month of April, and the date therefore, be established at least 90 days in advance. Any business of the Association may be transacted at an annual meeting without being specially designated in the notice, except such business as is specifically required by statute or by the charter to be stated in the notice. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

SECTION 1.02. *Special Meetings.* At any time in the interval between annual meetings, special meetings of the members may be called by the Chairman of the Board or the Manager or by a majority of the Board of Directors by a 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 except in cases in which the notice thereof designates some other place; but all such meetings shall be held in Columbia, 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 provide in the Village Newsletter 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. 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. 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 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 lesser number of votes per member or limits or denies voting rights, each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of members; but no member shall be entitled to any vote (except a vote for a representative on the Columbia Council):

- (i) If any dues established by the Board of Directors and payable by such member are due and unpaid at the time of such meeting.
- (ii) If any special assessment established by the Board of Directors and payable by such member is due and unpaid at the time of such meeting; or
- (iii) If such member, as determined by the Board of Directors, shall be, at the time of such meeting, in violation of any of the Wilde Lake Restrictions contained in the Deed Agreement and Declaration between The Howard Research And Development Corporation (HRD) and C. Aileen Ames, dated the 1<sup>st</sup> day of June, 1967, and filed for recording among the Land Records of Howard County (the “Wilde Lake Declaration”).

SECTION 1.07A. *Votes for Elections to be Cast in Person.* No member shall be entitled to assign the right to vote for the election of Directors or a Representative to the Columbia Council, 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 if the case of a corporate member, the vote may cast by the president or a vice president of such corporation or such other officer as may be designated in writing by the president or a vice president of the corporation; (ii) that members unable to attend a meeting at which Directors of the Association are to be elected or at which a representative to the Columbia Council is to be elected, shall be entitled to file a written vote under the procedure set forth in the Section 8.07; and (iii) agencies or instrumentalities of the Federal Government, if otherwise entitled to vote, may vote by written proxy.

SECTION 1.07B. *Votes for Non-Election Matters.* 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:

- (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 same meeting and had cast the 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 exceed 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 2.03A *Election of Directors.* Until the first annual meeting of members or until successors are duly elected and qualify, the Board shall consist of the persons named as such in the charter. At each annual meeting, the members shall elect directors and a Columbia Council representative to hold office for a one year term following their election. 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 elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed Directors. If after the deadline date for the submission of



nomination petitions has passed the number of candidates meeting the requirements to be elected Director are equal to or less than the number of vacant positions, the qualified candidates shall be deemed to have been elected by the members and the Board of Directors shall appoint such candidate(s) to the Director position(s) for the term provided for in Article 8 of the Association's Articles of Incorporation.

SECTION 2.03B. *Non-attendance of Meetings.* If a director of the Village Board misses six (6) meetings, except for reasons of illness, accident, pregnancy, or other extenuating circumstances as determined by the Board, the director can be removed by a majority vote of the Village Board.

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 a successor is elected and qualifies.

SECTION 2.05. *Regular Meetings.* The Board of Directors shall meet as soon as practicable after their election for the purpose of organization and the transaction of other business, at such time as may be designated by the members at 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. No notice of such first meeting shall be necessary if held as hereinabove provided. Other regular meeting 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 personally, or by sending the same to the director's residence or usual place of business. 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 be given to any director who attends, or to any director who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board of Directors, regular or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

SECTION 2.08. *Quorum.* At all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which it is by statute, by the charter or by the by-laws otherwise provided, the vote of a majority of such quorum, the directors present by majority vote and without notice other than by announcement may adjourn the meeting from time to time

until quorum shall attend. As any such adjourned meeting at which a quorum shall be present, any business may be transacted at the meeting as originally notified.

SECTION 2.09. *Compensation.* Directors as such shall not receive any compensation for their services. A director who serves the Association in any other capacity, however, may receive compensation therefore.

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. Appointees to the Wilde Lake Architectural Committee shall be members of the Association.

### ARTICLE IV

#### OFFICERS

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

SECTION 4.02. *Manager.* The Board of Directors shall employ a person (who need not be a member of the Association) to serve as the Manager of the Association. The Manager of the Association shall, ex officio, be the Secretary and the Treasurer of the Association. The Manager shall provide liaison between CPRA and the Association and shall generally advise the Association in the conduct and operation of its affairs. The Manager shall have generally charge and supervision of the business of the Association and 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, perform all duties incident to the office of a City Manager with regard to the Village of Wilde Lake, and such other duties as, from time to time, may be assigned 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; see that all notices are duly given in accordance with the provisions of the by-laws or as required by law; be custodian of the records of the Association; see

that the corporate seal of the Association is affixed to all documents the executive of which, on behalf of the Association, under its seal, is duly authorized and when so affixed may attest the same; and in general, 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; render to the Board of Directors whenever requested, an account of the financial condition of the Association, and, in general, 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. 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 and until a successor shall have been duly chosen and qualify, or until the director shall have resigned or shall have been removed. Any vacancy in any of the above offices may be filled for the unexpired portion of the term of the Board of Directors at any regular or special meeting.

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

SECTION 4.04. *Columbia Council Representative.* The member elected as representative on the Columbia Council shall perform those functions, and shall have those powers, specified in the Charter of the Association and the Charter of The Columbia Park And Recreation Association, Inc. If after the deadline for the submission of nomination petitions has passed there is not more than one candidate meeting the requirements to be elected Columbia Council Representative, the Board of Directors shall appoint such candidate to the position of Columbia Council Representative for the term provided in Article 9, Section 9, of the Association's Articles of Incorporation.

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

SECTION 4.06. *Compensation.* None of the officers of the Association (other than the Manager or Assistant Managers, shall be compensated by the Association for services rendered in the capacity of such



office. Any such officers (other than the Manager or Assistant Managers) who serve the Association in any other capacity, however, may receive compensation therefore. The Manager and any Assistant Managers may receive such compensation as may be determined from time to time by resolution of the Board of Directors.

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

## ARTICLE V

### FINANCE

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

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

Section 5.03. *Fiscal Year.* The fiscal year of the Association shall be the twelve calendar months period ending December 31<sup>st</sup> of each year, unless otherwise provided by the Board of Directors.

## ARTICLE VI

### CERTIFICATES OF MEMBERSHIP

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

## ARTICLE VII

### SUNDRY PROVISIONS

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

SECTION 7.02. *Voting Upon Shares in Other Corporations.* Any shares in other corporations or associations, which may from time to time be held by the Association, may be voted at any meeting of the shareholders thereof by the Manager or an assistant manager of the Association or by proxy or proxies

appointed by the Manager or an assistant manager of the Association. The Board of Directors, however, may by resolution appoint some other person or persons to vote such shares, in which case such person or persons shall be entitled to vote such shares upon the production of a certified copy of such resolution.

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

## ARTICLE VIII

### ELECTIONS

SECTION 8.01. *Elections.* Elections required under Section 1.01 will be held for Board of Directors and Representative to the Columbia Council on a date in April each year designated by the incumbent Board of Directors. 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.

#### SECTION 8.02. *Election Committee.*

- a. *Appointment of the Election Committee.* The Board of Directors of the Association shall appoint an Election Monitor Committee and a Chairman before the first week in March of each year. The Board shall fill any vacancies from time-to-time as they occur.
- b. *Eligibility for Membership on the Election Committee.* Any member of the Association eligible to vote in the next forthcoming election of Directors and Council Representative shall be eligible for membership to the Election 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.
- c. *Duties and Powers of the Election Committee.* The Election Committee upon being certified by the Chairman of the Board of Directors, shall be wholly responsible for the proper conduct of the annual elections of the Columbia Council Representative and the Board of Directors and to that end, the Election Committee shall be empowered to:
  - (i) establish such administrative rules and regulations as are necessary to the orderly conduct of the election and
  - (ii) prepare and make available such blank nomination petitions as are necessary and
  - (iii) prepare 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 bylaws, 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.

d. *Acceptance of Petitions, Withdrawals, Ballots & Challenges.*

- (i) the Committee shall accept any valid nomination petition and upon such acceptance shall issue a certification of candidacy to the nominee;
- (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 on the candidate's behalf, and with the candidate's consent, will show the full name and address of the candidate, the candidate's signature, and the office the candidate 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 petitions during such nomination period as the Committee shall establish. The nomination period shall be at least two and not more than four weeks in duration, and shall conclude not less than 30 nor more than 60 days prior to the election date established by the Board of Directors. Each candidate submitting a valid petition during the nomination period will be a nominee for the indicated Association office and his name will be placed on the appropriate ballot.

SECTION 8.04. *Candidates' Statements.* Each candidate meeting the requirements for nomination, as set forth herein, may prepare a written campaign statement of not more than one hundred and fifty (150) words. This statement, in order to be reproduced and distributed at the expense of the Association, shall be



submitted to the respective Board Manager no later than 21 days before the election. The Board Manager shall prepare and distribute no later than five (5) days before the Election, in either a regular or special publication, the names of all candidates, the positions they seek, and their prepared statements. Candidates' statements will not be edited.

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

SECTION 8.06. *Balloting.* Members in good standing pursuant to Article III of the Declaration of the Association as of March 1<sup>st</sup> of each year shall be eligible to vote in the subsequent annual election. The CPRA assessment rolls and the apartment tenant lists together form the official voter registration list. A list of all eligible voters shall be posted at the polling place no later than April 1<sup>st</sup>. Non-appearance of a qualified voter's name shall be referred to the Election Monitor Committee for resolution. Each candidate shall be allowed one representative to observe the counting of the ballots by the Election Monitor Committee. The candidates receiving the largest numbers of votes for Board of Directors will be declared winners of that election. The one candidate receiving the largest number of votes for representative to the Columbia Council shall be declared winner of that election.

SECTION 8.07. *Absentee Ballots.* Any eligible member of the Association who will be unable to cast a ballot at the designated polling place may cast an absentee ballot. The absentee ballot may be requested in writing or in person from the Chairman of the Election Monitor Committee or designee. It will be the duty of the Election Monitor Committee to prepare, control, distribute, count and account for absentee ballots. Absentee ballots may be requested in writing from the twentieth day until the fifth day prior to the election; or requested in person from the twentieth day until the fifth day prior to the election. The absentee ballot will contain a detachable statement signed by the member certifying that the member will be unable to cast the ballot at the polling place.

The Election Monitor Committee will accept absentee ballots returned by the voter, in person or by mail, until midnight of the day prior to the election.

SECTION 8.08. *Ties and Runoff Elections.* In the event of a tie vote for election to the position of Council Representative, or 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 the 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 2 weeks after the posting of the certified election results by the Election Monitor Committee. Only the names of the candidates involved in the tie will appear on the runoff election ballots. A tie vote for Council Representative, or for the last position to be filled on the Board of Directors shall not affect the results of the entire election. When a tie vote occurs and the election results have been challenged, the runoff election shall take place within two weeks of the disposition of the challenge: unless all candidates involved in a tie mutually agree that the election shall be decided by lot.

SECTION 8.09. *Challenge to Election Results.* Any challenge to 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 the Article of the by-laws are found to be inconsistent with other sections of these by-laws pertaining to elections, the procedures set forth in this Article shall supersede election procedures set forth in those other sections.

As amended February 12, 1972; 1974; April 21, 1990; January 9, 2017

As edited April 2, 1990

As edited by the Board of Directors April 17, 1990.

*Wilde Lake Village Covenants*

**DEED, AGREEMENT AND DECLARATION**

THIS DEED, AGREEMENT AND DECLARATION, made this 1st day of June, 1967, by and between THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation (hereinafter referred to as "HRD"), Grantor, and C. AILEEN AMES, unmarried, a resident of Baltimore City, Maryland (hereinafter referred to as the "Declarant"), Grantee, and THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC., a Maryland non-profit membership corporation (hereinafter referred to as "CPRA").

WHEREAS, HRD has heretofore acquired the fee simple 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 "Wilde Lake Restrictions") as hereinafter set forth;

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

WHEREAS, Wilde Lake Community Association, Inc., is a Maryland non-profit membership corporation (hereinafter referred to as the "Association") formed for the purposes described in its Charter and herein;

WHEREAS, CPRA has approved the Association for the purposes stated in Article Seventh of the CPRA Charter; and

WHEREAS, in order to cause the Wilde Lake Restrictions to run with, burden and bind the Property, HRD does, by this deed, convey the Property to the Declarant upon condition that Declarant covenant and declare as herein provided and forthwith reconvey the Property to HRD subject to, and burdened and bound by, the Wilde Lake Restrictions.

NOW, THEREFORE, THIS DEED, AGREEMENT AND DECLARATION, WITNESSETH: that for and in consideration of the premises and the sum of Five Dollars (\$5.00), paid by each party to the other, the receipt and sufficiency whereof being hereby mutually acknowledged, the parties hereto do hereby grant, covenant and declare as follows:

HRD does hereby GRANT, CONVEY AND ASSIGN unto the Declarant, the Property, subject, however, to the Wilde Lake Restrictions imposed hereby.

TOGETHER with any and all improvements thereon and all rights and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the Declarant, her heirs, executors, administrators and assigns, forever, in fee simple, subject, however, to the Wilde Lake Restrictions which it is hereby covenanted and agreed shall be binding upon (i) the Declarant, her heirs, executors, administrators and assigns, and (ii) the Property, to the end that the Wilde Lake Restrictions shall run with, bind and burden the Property, for and during the period of time specified hereafter.

AND the parties hereto further covenant and declare as follows:

## ARTICLE I

### DEFINITIONS

Section 1.01. "Architectural Committee" as defined in Section 7.01 hereof.

Section 1.02. "Association" shall mean and refer to Wilde Lake Community Association, Inc., its successors and assigns.

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

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

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

Section 1.06. "CPRA" shall mean and refer to The Columbia Park And Recreation Association, Inc., or to a "Successor Corporation", as defined in Section 7.04 of the CPRA Restrictions, and "CPRA Land" shall mean and refer to such part of the Property as may at any time be owned by CPRA (or such Successor Corporation).

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

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

Section 1.09. "Declarant" shall mean and refer to C. AILEEN AMES, her heirs, executors, administrators and assigns.

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

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

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

Section 1.13. "HRD" shall mean and refer to The Howard Research And Development Corporation, its successors and assigns.

Section 1.14. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property or any part thereof, except "CPRA Land", as herein defined.

Section 1.15. "Members" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.16. "Mortgage" shall mean and refer to a mortgage, deed of trust or other security device and "mortgagee" shall mean and refer to the mortgagee, beneficiary, trustee or other holder of any of the foregoing instruments.

Section 1.17. "Owner" shall mean and refer to the owner of any "Unit" within the Property, or any common or joint interest therein if such Unit is owned by more than one person or entity. "Unit" shall mean and include (i) the fee simple title to any Lot within the Property; (ii) the fee simple title to a unit in any condominium development within the Property; and (iii) any share, membership or other interest in any cooperative or other entity organized and operated for the purpose of making residential dwelling units available to its shareholders, members or other beneficiaries, which share, membership or other interest entitles the owner thereof to possession of any residential dwelling unit within the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

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

Section 1.19. "Structure" shall mean and refer to any thing or device [other than trees, shrubbery (less than two (2) feet high if in the form of a hedge) and landscaping] the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall or hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot and (ii) any change in the grade of any Lot of more than six inches from that existing at the time of purchase by each Owner.

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

## ARTICLE II

### THE PROPERTY SUBJECT TO THIS DECLARATION AND AGREEMENT; ANNEXATION OF ADDITIONAL LANDS

Section 2.01. The Property described in Exhibit A is a portion of a larger area of land owned by HRD. HRD may from time to time cause separate and additional declarations and agreements to be filed subjecting other portions of the larger area of land to restrictions similar to or different from those imposed upon the Property by this Declaration. In addition, HRD may cause additional portions of such larger area of land to be subjected to the terms of this Declaration in the manner prescribed in Section 2.02 hereof. Each Owner and each Tenant, by the act of becoming such, shall be taken to have acknowledged and agreed (i) that the Property described in Exhibit A and such property as may be annexed pursuant to Section 2.02 hereof shall be the only property subject to the Wilde Lake Restrictions, (ii) that neither anything contained in this Declaration nor in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring Declarant, HRD, CPRA, the Association, or any successor or assignee to or of any of the aforementioned, to subject, to this Declaration or any other declaration or agreement, any property or land now or hereafter owned by any of them other than that described in Exhibit A annexed hereto, and (iii) that the only manner in which any additional land can be subjected to this Declaration shall be by and in accordance with the



procedure set forth in Section 2.02 hereof. The fact that terms or provisions set forth in separate or additional declarations and agreements relating to property or lands other than the Property may be similar or identical, in whole or in part, to the Restrictions set forth in this Declaration shall not be construed to mean that it was the intent or purpose therein to subject any additional property or lands to this Declaration or any terms or provisions thereof.

Section 2.02. HRD may, from time to time, annex additional lands to the Property, and thereby subject the same to the Wilde Lake Restrictions, by the execution and filing for recordation among the Land Records of Howard County of an instrument expressly stating an intention so to annex and describing such additional lands to be so annexed. During that three (3) year period commencing with the date of the recording of this Declaration, HRD may annex additional lands to the Property in its absolute discretion. From and after the termination of said three (3) year period, additional lands may be annexed to the Property provided that each such annexation is approved in writing by the Federal Housing Administration or by two-thirds ( $\frac{2}{3}$ ) of the members of the Association entitled to vote.

### ARTICLE III

#### MEMBERSHIP; VOTING RIGHTS

Section 3.01. The Association shall have as members only Owners and Tenants. All Owners and Tenants shall, upon becoming such, be deemed automatically to have become members and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from, the ownership of any of the interests described in Sections 1.17 or 1.20 hereof.

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

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

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

C. Any member who is in violation of the Wilde Lake Restrictions, as determined by the Association Board, shall not be entitled to vote during any period in which such violation continues. Any member who fails to pay any dues or any special assessment established by the Association shall not be entitled to vote during any period in which any such dues or assessments are due and unpaid.

D. The Association Board may make such regulations, consistent with the terms of the Wilde Lake Restrictions and the Association Charter, as it deems advisable for any meeting of members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of members for voting purposes, and such other matters concerning the conduct of meetings and voting as it shall deem fit.

E. Except as specified in this paragraph and in paragraph F immediately following, no member shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise, and no vote shall be valid unless cast in person by the individual member, provided, however, (i) that in the case of a corporate member, the vote may be cast by an appropriate

officer of such corporation; (ii) that in the case of joint or common ownership as set forth in subparagraph B. of this Section 3.02, any one such member shall be entitled to cast the vote with respect to the Unit or lease in question; (iii) that members unable to attend a meeting at which Directors of the Association are to be elected or at which a representative to the Columbia Council is to be elected shall be entitled to file a written vote under absentee balloting regulation provided in the By-Laws; and (iv) agencies or instrumentalities of the Federal Government, if otherwise entitled to vote, may vote by written proxy.

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

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

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

Any vote cast under either of the procedures set forth in this paragraph F shall have the same force and effect as if the member in question had appeared at the meeting and had cast 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 Wilde Lake Restrictions. In order to regain the right to vote and to use Association Land, the delinquent member need pay only the then current dues and assessments and need not pay delinquent dues and assessments for prior years.

#### ARTICLE V

##### PROPERTY RIGHTS

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

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

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

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

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

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

(f) to dedicate or transfer all or any part of the Association Land to any public agency or authority or to CPRA for such purposes and subject to such conditions as may be agreed to by the Association and such transferee. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds ( $\frac{2}{3}$ ) of the votes has been properly filed among the records of the Association, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance of the meeting at which such instrument is first presented for signature.

Section 5.02. A member's right of enjoyment in Association Land shall automatically extend to all members of his immediate family residing on any part of the Property. No guests shall be entitled to exercise such right of enjoyment or to any 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, CPRA or the Association, after approval by a two-thirds ( $\frac{2}{3}$ ) decision of the Association Board, and after fifteen (15) days' written notice to Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question.

Section 6.02. The lien provided in Section 6.01 hereof shall not be valid as against a *bona fide* purchaser (or *bona fide* mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Howard County prior to the recordation among the Land Records of Howard County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

## ARTICLE VII

### ARCHITECTURAL COMMITTEE; ARCHITECTURAL CONTROL

Section 7.01. The "Architectural Committee" shall be composed of those three or more individuals so designated from time to time (i) by HRD during the Development Period and (ii) by

CPRA and the Association after the Development Period, CPRA being entitled at all times after the Development Period to appoint a majority thereof. Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in this Article VII, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Committee, each individual member of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by one such member of any plans and specifications submitted under this Article VII, or the granting of any approval, permit or authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon modification or specified conditions by one such member shall also be final and binding, provided, however, that in any such case, any applicant for such approval, permit or authorization may, within ten (10) days after receipt of notice of any such adverse decision, file a written request to have the matter in question reviewed by the entire Architectural Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Architectural Committee. Thereafter, the decision of a majority of the members of the Architectural Committee with respect to such matter shall be final and binding.

Section 7.02. No Structure shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Committee, but in any event shall include (i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side set-backs and free spaces, if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot; and (ii) a grading plan for the particular Lot.

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

- (a) the failure of such plans or specifications to comply with any of the Wilde Lake Restrictions;
- (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 plan for any Lot;
- (g) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;

(h) objection to parking areas proposed for any Lot on the grounds of (i) incompatibility to proposed uses and Structures on such Lot or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or

(i) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon other Lots in the vicinity.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

Section 7.04. Upon approval by the Architectural Committee of any plans and specifications submitted hereunder, 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 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 other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided, (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the Wilde Lake Restrictions, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question.

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

Section 7.06. If any Structure shall be altered, erected, 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, CPRA or the Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided in this Section 7.06 shall not be valid as against a *bona fide* purchaser (or *bona fide* mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Howard County prior to the recordation among the Land Records of Howard County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

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

Section 7.08. The Architectural Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Article VII, payable at the time such plans and specifications are so submitted, provided, that such fee shall not exceed fifty per cent (50%) of the amount chargeable by the appropriate governmental authority for the application for and processing of building permits for structures on the Lot with regard to which such plans and specifications are submitted.

Section 7.09. Any agent of HRD, CPRA, the Association or the Architectural Committee may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof; and neither HRD, CPRA, the Association nor the Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

## ARTICLE VIII

### GENERAL COVENANTS AND RESTRICTIONS

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

- (a) No previously approved Structure shall be used for any purpose other than that for which it was originally designed;
- (b) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;
- (c) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained; and



(d) No boat, boat trailer, house trailer, trailer or any similar items shall be stored in the open on any Lot.

Section 8.02. No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Lot without the express written authorization of CPRA. CPRA, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, CPRA may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section 8.02, CPRA and the Architectural Committee and the respective agents of each may come upon any Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither CPRA nor the Architectural Committee, nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

Section 8.03. No birds, animals or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or business enterprise involving the use of animals be conducted on the Property without the express written consent of the Architectural Committee. The Architectural Committee may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot.

Section 8.04. No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein. The Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. Signs and other advertising devices may be erected and maintained upon any portion of the Property zoned for industrial or commercial uses if approved by the Architectural Committee, as to color, location, nature, size and other characteristics of such signs or devices.

Section 8.05. No temporary building, trailer, garage or building in the course of construction or other Structure shall be used, temporarily, or permanently, as a residence on any Lot.

Section 8.06. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any approved Structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property.

Section 8.07. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 8.08. CPRA and the Association shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of CPRA or the Association, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days prior written notice of such action.

## ARTICLE IX

### EASEMENTS

Section 9.01. Easements and rights-of-way are hereby expressly reserved to HRD, its successors and assigns, in, on, over and under the "easement area", as hereinafter defined, of each Lot, for the following purposes:

(a) For the erection, installation, construction and maintenance of (i) poles, wires, lines and conduits, and the necessary or proper attachments in connection with the transmission of electricity, telephone, community antenna television cables and other utilities and other similar facilities, and (ii) storm-water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility facility, service or function, whether above ground or underground; and

(b) For slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved by HRD, its successors and assigns, or which might create erosion or sliding problems, or change, obstruct or retard drainage flow.

HRD and CPRA, and their respective agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights of way are reserved.

HRD and CPRA shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street to a slope of 2 to 1, but there shall be no obligation on either of them to do such grading or to maintain the slope.

Section 9.02. The term "easement area", as used herein, shall mean and refer (i) to those areas on each Lot with respect to which easements are shown on the recorded subdivision plat relating thereto; or (ii) if no easements are shown on any such plat, to a strip of land within the lot lines of each Lot ten (10) feet in width in the front and rear of the Lot and five (5) feet in width on each side, each said distance being measured in each case from the lot line toward the center of the Lot.

## ARTICLE X

### ZONING AND SPECIFIC RESTRICTIONS

Section 10.01. The Wilde Lake Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the Wilde Lake Restrictions shall be taken to govern and control.

Section 10.02. Every Owner, by the acceptance of a deed, lease or other instrument conveying any interest described in Section 1.17 hereof acknowledges and agrees, as part of the consideration therefor, that any and all Land Use Controls and Final Development Plan Criteria set forth on any Final Development Plan (or any phase thereof) 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, do not in any way give rise to any legal or equitable right, servitude, easement or other interest appurtenant to the Property or any portion thereof.

ARTICLE XI

RESIDENTIAL PROTECTIVE COVENANTS AND RESTRICTIONS

Section 11.01. The provisions of this Article XI shall relate solely to Lots zoned for residential purposes.

Section 11.02. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon on the Property without the specific written approval of the Architectural Committee. The Architectural Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Architectural Committee, to be compatible with a high quality residential neighborhood. The following activities, without limitation, may be permitted by the Architectural Committee in its discretion: music, art and dancing classes; day nurseries and schools; medical and dental offices; fraternal or social club meeting place; seamstress services.

Section 11.03. All else herein notwithstanding, with the written approval of the Architectural Committee, any Lot may be used for a model home or for a real estate office during the Development Period.

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

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

- (a) temporarily use a single family dwelling house for more than one family;
- (b) maintain a sign other than as expressly permitted herein;
- (c) locate structures other than the principal dwelling house within set-back areas; or
- (d) use Structures other than the principal dwelling house for residence purposes on a temporary basis.

ARTICLE XII

WATERFRONT AREAS AND WATERWAYS

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

- (a) No wharf, pier, bulkhead, or other structure or obstruction shall be built or maintained upon any waterfront site or into or upon any Waterway on the Property or adjacent thereto except with the specific written approval of CPRA. In no event shall any such structure or obstruction be permitted if it is deemed to offer any threat whatsoever to safe navigation upon such Waterway or to the safe and convenient use of such Waterway as a recreation facility.
- (b) No boat canal shall be constructed upon any Lot nor shall any facility or device be constructed or installed upon any Lot which shall in any way alter the course of or natural boundaries of any Waterway or which shall involve or result in the removal of water from any Waterway.

(c) No boats, boat railways, hoists, launching facilities or any similar type of structures or equipment shall be installed, constructed or maintained upon any Lot, nor shall any boat or boat trailer be stored on any Lot in such manner as to be visible from surrounding properties or from the abutting Waterway.

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

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

### **ARTICLE XIII**

#### **DURATION AND AMENDMENT**

Section 13.01. The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by Declarant, CPRA, the Association and the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December in the year 2016, after which time said Restrictions shall be automatically extended for successive periods of ten years. This Declaration may not be amended in any respect (except with regard to the annexation of additional properties as set forth in Section 2.02 hereof) except by the execution of an instrument signed by not less than 90% of the Lot Owners, which instrument shall be filed for recording among the Land Records of Howard County, Maryland, or in such other place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2016, this declaration may be amended and/or terminated in its entirety by an instrument signed by not less than 67% of the Lot Owners which instrument shall be filed for recording among the Land Records of Howard County, Maryland, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

### **ARTICLE XIV**

#### **GENERAL**

Section 14.01. Violation or breach of any Restriction herein contained shall give Declarant, CPRA or the Association, their respective legal representatives, heirs, successors and assigns, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. Nothing herein contained shall be deemed to affect or limit the rights of the Owners of the Lots within the Property to enforce the Wilde Lake Restrictions by appropriate judicial proceedings.

Section 14.02. The failure of Declarant, CPRA, the Association or the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns, to enforce any Restriction herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.

Section 14.03. No Restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

Section 14.04. The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

Section 14.05. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

Section 14.06. Any party to a proceeding who succeeds in enforcing a Restriction or enjoining the violation of a Restriction against a Lot Owner may be awarded a reasonable attorneys' fee against such Lot Owner.

Section 14.07. CPRA, and the Architectural Committee where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation of CPRA and that of any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of CPRA (or the Architectural Committee when acting as set forth above).

CPRA, and the Architectural Committee to the extent specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, CPRA and the Architectural Committee shall take into consideration the best interests of the Owners and Tenants and of the Property to the end that the Property shall be preserved and maintained as a high quality community.

In granting any permit, authorization, or approval, as herein provided, CPRA and the Architectural Committee may impose any conditions or limitations thereon as they shall deem advisable under the circumstances in each case in light of the considerations set forth in the immediately preceding paragraph hereof.

Section 14.08. The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

Section 14.09. No violation of any of these Wilde Lake Restrictions shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to these Wilde Lake Restrictions as fully as any other Owner of any portion of the Property.

Section 14.10. Each grantee accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to these Wilde Lake Restrictions, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these Wilde Lake Restrictions and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

**LIBER 469, PAGE 486**

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

ATTEST:

THE COLUMBIA PARK AND  
RECREATION ASSOCIATION, INC.

/s/ JOHN MARTIN JONES, JR.  
*Secretary*

By /s/ W. G. ROUSE  
*Vice President*

[CORPORATE SEAL]

WITNESS:

/s/ DAVID E. BELCHER

/s/ C. AILEEN AMES [SEAL]  
C. Aileen Ames

ATTEST:

THE HOWARD RESEARCH AND  
DEVELOPMENT CORPORATION

/s/ JOHN MARTIN JONES, JR.  
*Secretary*

By /s/ W. G. ROUSE  
*Vice President*

[CORPORATE SEAL]



**LIBER 469, PAGE 487**

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 1st day of June, 1967, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared W. G. ROUSE, Vice President of THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a corporation of the State of Maryland, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer, and he acknowledged the same to be the act and deed of said corporation.

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

/s/ SANDRA S. MILLER  
Notary Public

[NOTARIAL SEAL]

My commission expires: July 1, 1967

STATE OF MARYLAND, HOWARD COUNTY, SS:

I HEREBY CERTIFY that on this 1st day of June, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County, personally appeared C. AILEEN AMES, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and she acknowledged the same to be her act and deed.

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

/s/ VIRGINIA B. PEDDICORD  
Notary Public

[NOTARIAL SEAL]

My commission expires: July 1, 1967

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 1st day of June, 1967, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared W. G. ROUSE, Vice President of THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC., a corporation of the State of Maryland, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer, and he acknowledged the same to be the act and deed of said corporation.

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

/s/ SANDRA S. MILLER  
Notary Public

[NOTARIAL SEAL]

My commission expires: July 1, 1967

**EXHIBIT A**

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

1. Amended Plat, Columbia, Village of Wilde Lake Subdivision, Section Two, "The Birches", Sheet 1 of 2, recorded in Plat Book 12, Folio 44.
2. Amended Plat, Columbia, Village of Wilde Lake, Subdivision, Section Two, "The Birches", Sheet 2 of 2 recorded in Plat Book 12, Folio 45.
3. Amended Plat, Columbia, Village of Wilde Lake Subdivision, Section 1, "Bryant Woods", Amended Sheet 1 of 7, recorded in Plat Book 12, Folio 46.
4. Amended Plat, Columbia, Village of Wilde Lake Subdivision, Section 1, "Bryant Woods", Amended Sheet 2 of 7, recorded in Plat Book 12, Folio 47.
5. Amended Plat, Columbia, Village of Wilde Lake Subdivision, Section 1, "Bryant Woods", Amended Sheet 3 of 7, recorded in Plat Book 12, Folio 48.
6. Amended Plat, Columbia, Village of Wilde Lake Subdivision, Section 1, "Bryant Woods", Amended Sheet 4 of 7, recorded in Plat Book 12, Folio 49.
7. Amended Plat, Columbia, Village of Wilde Lake Subdivision, Section 1, "Bryant Woods", Amended Sheet 5 of 7, recorded in Plat Book 12, Folio 50.

**LIBER 469, PAGE 489**

8. Amended Plat, Columbia, Village of Wilde Lake Subdivision, Section 1, "Bryant Woods", Amended Sheet 6 of 7, recorded in Plat Book 12, Folio 51.
9. Amended Plat, Columbia, Village of Wilde Lake Subdivision, Section 1, "Bryant Woods", Amended Sheet 7 of 7, recorded in Plat Book 12, Folio 52.
10. Columbia, Village of Wilde Lake Subdivision. Section 5, "Faulkner Ridge", Sheet 1 of 3, recorded in Plat Book 12, Folio 54.
11. Columbia, Village of Wilde Lake Subdivision, Section 5, "Faulkner Ridge", Sheet 2 of 3, recorded in Plat Book 12, Folio 55.
12. Columbia, Village of Wilde Lake Subdivision, Section 5, "Faulkner Ridge", Sheet 3 of 3, recorded in Plat Book 12, Folio 56.



# Wilde Lake Architectural Guidelines and Maintenance Standards



Wilde Lake Community Association  
Slayton House  
10400 Cross Fox Lane  
Columbia, MD 21044

(410) 730-3987  
[wildelake.org](http://wildelake.org)

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## **RECORD OF REVISION**

<b>Revision Number</b>	<b>Date</b>	<b>Reason for Revision</b>
1	October 14, 2005	General Revision
2	November 8, 2005	Addition of Teardown Policy
3	March 7, 2011	Fast Track Process
4	February 3, 2014	Dumpsters, Temp Storage
5	August 4, 2014	Fencing, Dumpsters, Temp Storage
6	February 6, 2015	Wireless (cellular) antennas
7	September 12, 2022	General Revision



## 1.0 INTRODUCTION

The Wilde Lake Community Association, in conjunction with the Wilde Lake Village Board and the Wilde Lake Architectural Committee (AC), are pleased to present a detailed set of revised and updated guidelines for maintenance standards, exterior alterations, and in-home businesses for residential and some commercial property in the Village of Wilde Lake. These guidelines are designed to provide parameters for maintenance, to help with plans to alter the exterior appearance of homes, and to establish acceptable home industries and professions. The intent of these guidelines, and the Covenants upon which they are based, is to ensure that the appearance of our village is maintained while allowing Wilde Lake residents the fullest enjoyment of their properties.

This set of guidelines provides answers to your questions about how the Wilde Lake Architectural Committee operates. The Committee is available to assist residents in developing and, if necessary, modifying their applications so that proposed changes fall within these guidelines. Alterations and in-home businesses approved by the Wilde Lake Architectural Committee may also be subject to local association covenants or restrictions and to the additional requirements of Howard County. It is the homeowner's responsibility to ensure compliance with all applicable restrictions.

Questions concerning these guidelines or the *Wilde Lake Village Covenants* should be directed to the Covenant Advisor at the village office in Slayton House. ([covenants@wildelake.org](mailto:covenants@wildelake.org), 410-730-3987)

One of the reasons Wilde Lake is a special place is that all property is subject to the *Wilde Lake Village Covenants*, designed to:

- Encourage environmental excellence. Wilde Lake encourages and promotes low impact, environmentally responsible landscaping. For a complete explanation of this topic please click on this link: [Wilde Lake Village Recommendations to Residents for Environmentally Friendly Landscaping Practices](#) (Adobe Reader required).
- Preserve the design and architectural integrity of Wilde Lake's land and dwellings.
- Maintain the high aesthetic standards that make Wilde Lake such an attractive and desirable place to live.



- Prevent the deterioration of neighborhoods by enforcing good maintenance and property standards.

These objectives are accomplished through the architectural review system and covenant enforcement. This user's guide provides useful information for residents.

## 1.1 A High-Quality Community

The planned community of Wilde Lake has a variety of styles of detached single-family homes, townhouses, condominiums, and apartment complexes.

While the architectural integrity of the village is important, Wilde Lake is now more than 50 years old. What were acceptable building practices 50 years ago may not be today, just as what is acceptable today may not be five years from now. Colors and materials available 50 years ago may not be available now. Today's popular design and available materials may differ from the developer's original concept for Wilde Lake.

Keep in mind that these are guidelines and not necessarily rules. If the only issues were related strictly to design and only to what is set forth in these guidelines, Architectural Committee (AC) members could perform their jobs easily. What makes their duties challenging is the need to balance the rights and expectations of property owners with those of their neighbors and the community.

## 1.2 What are the Covenants?

The *Wilde Lake Village Covenants*, which establish the authority for the Architectural Committee, are a binding legal contract between the Village of Wilde Lake and all property owners.

The Covenants give the Architectural Committee the responsibility to set rules and procedures for architectural controls. There are similar Covenants for each of the other Villages in Columbia.

The Covenants "run with the land" as part of your deed of ownership and cannot be changed. When the development period of our Village was completed, the Covenants became a contract between the Wilde Lake





Community Association, as represented by its elected Board of Directors (the “Village Board”), and the residents.

For further information, please see Article VIII  
“GENERAL COVENANTS AND RESTRICTIONS” of the “Wilde Lake  
Village Covenants – DEED, AGREEMENT AND DECLARATION.”

The *Wilde Lake Village Covenants* assure property owners and residents a minimum standard of architectural design and property maintenance throughout the village. These Covenants enable residents (by way of the complaint process), as well as the Wilde Lake Community Association, to have input into decision making and the enforcement of the Covenants. (See the Maintenance Standards Section of this document.)

Copies of the Covenants are available at Slayton House, 10400 Cross Fox Lane; from the [Wilde Lake Community Association website](#) (requires Adobe Reader); or via email from the Covenant Advisor, [covenants@wildelake.org](mailto:covenants@wildelake.org).

Covenants should be issued to new homeowners at the transfer of property ownership.



## 2.0 THE ARCHITECTURAL REVIEW PROCESS

Any exterior alteration that materially changes the appearance of a structure located in the Village of Wilde Lake must be approved through the architectural review process. The following section describes this process.

### 2.1 The Residential Architectural Committee (RAC)

The Wilde Lake Village Board appoints a minimum of five volunteer Wilde Lake residents as the Resident Architectural Committee. The RAC meetings are held every second and fourth Tuesday of the month, excepting holidays, and are open to the public.

The RAC is the initial committee to review the applications for exterior alterations:

- A site visit is made to the property to assess the proposed change.
- A discussion of the application is held at a regularly scheduled RAC meeting. Residents may speak in favor of or opposition to applications on the agenda. The discussion is followed by a vote to either recommend approval as submitted, approval with modification(s), or disapproval. The majority vote then becomes the RAC's recommendation to the Wilde Lake Architectural Committee.
- If the application is incomplete in the judgment of the RAC, it may be tabled, and the applicant may be requested to submit additional information for consideration at the next RAC meeting.

Public notice of applications coming up for consideration by the RAC occurs in the weekly [Wilde Lake E-Newsletter](#), available in the What's Happening section of the WLCA website and on the [published agenda in the Covenants section](#) of the WLCA website. The Village Covenant Advisor can be contacted at 410-730-3987 or [covenants@wildelake.org](mailto:covenants@wildelake.org) to answer questions about applications coming before the RAC.



## 2.2 The Architectural Committee (AC)

The Architectural Committee consists of five members of the Wilde Lake Village Board. The Architectural Committee shall designate a member of the AC as the AC Liaison. This member of the AC shall be responsible for making a final determination on all Resident Architectural Committee (RAC) recommendations, based upon the Covenants and these Guidelines. The AC Liaison will make a site visit prior to making a final determination on any application in which there is a recommendation to disapprove, there is not a unanimous RAC vote, or there is neighbor opposition. The AC Liaison will process residential applications within five business days of the RAC recommendation. Any applicant who is not satisfied with the RAC recommendation and AC Liaison decision may, within ten days of the decision, request in writing or email a full Architectural Committee review of the decision. That decision will be final and binding.

## 2.3 Fast Track Process

For certain residential exterior alterations, a *Fast Track* application review process is available to shorten processing time. The standard Application for Exterior Alteration form is also used for *Fast Track* requests, and it **must be complete** at the time of submission for *Fast Track* consideration.

Under given criteria, as described elsewhere in this *Wilde Lake Architectural Guidelines and Maintenance Standards*, the following alteration categories qualify for *Fast Track*:

Accessibility – Handrails, Ramps, Wheelchair/Stair Lifts  
Entry Doors  
Garage Doors  
Roofing  
Skylights  
Storm Doors  
Windows

Upon receipt of applications for *Fast Track* review, the Covenant Advisor will certify that the application meets the eligibility criteria for *Fast Track*



process. If the project meets a *Fast Track* criterion and if the application is complete, it will be reviewed by the Architectural Committee Liaison, and the applicant will be notified of the decision by email (or phone if no email address is provided) within five business days.

Please note that *Fast Track* may not be available at certain times, such as holidays, due to scheduling difficulties. If an application cannot be reviewed under the *Fast Track* process, the applicant will be notified, and it will be scheduled on a regular Residential Architectural Committee agenda. The AC Liaison has the right to request that any application submitted under *Fast Track* be first reviewed by the full RAC before making a final decision.

## 2.4 Additional Approvals

The property owner is responsible for obtaining all required Howard County approvals. Applicants should contact the Department of Inspections, Licenses and Permits (410-313-2455) to verify and obtain the required permits before beginning any work.

Applicants who live in a townhouse or condominium community having a Homeowners Association (HOA) may need to obtain approval for exterior alterations. Check with your HOA to determine if this is the case. Approval by the Wilde Lake Architectural Committee is independent of HOA approval and does not imply or supersede HOA approval, nor does HOA approval substitute for Architectural Committee approval.

## 2.5 A Few Words on Covenant Compliance

Wilde Lake Covenant compliance is characterized by the following:

- It is an anonymous, complaint driven process.
- The process must meet the requirements of the Columbia Association Architectural Resource Committee (ARC).
- Letters of Compliance.

### A Complaint Driven Process

The Wilde Lake Community Association (WLCA) does not employ a full-time person to inspect the Village for Covenant violations. Instead, the WLCA relies on the residents of Wilde Lake to maintain their properties.



Covenant enforcement can only be effective if residents are responsive to observed violations.

The process is simple and completely anonymous. If a resident observes what she or he perceives is a Covenant violation, the resident may contact the Wilde Lake Covenant Advisor (410-730-3987, [covenants@wildelake.org](mailto:covenants@wildelake.org)) and describe the nature and location of the perceived violation. The Covenant Advisor will visit the property in question and determine if the condition is in fact a violation.

If the property is found to be in violation of the Covenants, the Covenant Advisor will contact the owner of the property. In most cases, the owner and Covenant Advisor work out a means to bring the property into compliance.

#### **Columbia Association Architectural Resource Committee**

In those cases where a property owner does not correct a Covenant violation within a reasonable amount of time, the case is forwarded to the Columbia Association Architectural Resource Committee (ARC). The ARC is a committee chartered by the Columbia Association and is not part of the Wilde Lake Community Association. It recommends whether the Columbia Association should join a legal suit against the owner whose property is in violation of the Covenants.

The Columbia Association ARC will only consider Covenant violation cases in which the property owner has been given a reasonable chance to correct a violation. If the ARC decides the case is valid, Columbia Association will proceed to bring legal action against the property owner. If the ARC does not accept the case, it is referred back to the Village.

#### **Letter of Compliance**

The Wilde Lake Covenant Advisor inspects properties for compliance for property owners (or their duly authorized agents) who request inspection by submitting the [Letter of Compliance Request Form](#) available online (requires Adobe Reader). The Letter of Compliance states that on the date of review, the property was found to not have any outstanding Covenant or maintenance violations. In addition, the Covenant Advisor will check to ensure that all exterior alterations have Wilde Lake Architectural Committee approval.



A Letter of Compliance is most frequently requested when a property is being sold as buyers may want to know there are no Covenant violations.

After inspection by the Covenant Advisor, the Owner will receive a letter either stating the property is in compliance or information detailing what items must be addressed to be in compliance.

The list of maintenance standards described in Section 3 serves as a partial checklist for inspecting properties in response to a Request for Letter of Compliance.

## **2.6 General Policy for Access to Village Documents**

- Any property owner, property owner's mortgagee, or their respective duly authorized agents or attorneys may request in writing to examine and/or copy any records kept by or on behalf of the Village of Wilde Lake, with the exception of those which concern personnel records, an individual's medical records, records relating to business transactions that are currently in negotiation, or the written and confidential advice of legal counsel.
- Copies of such records will be supplied on written request for a fee of \$15.00\* per hour for the staff time required to locate and prepare the documents, plus a charge of \$.10\* per page (\$.15\* for 2-sided copies).
- Should a property owner, property owner's mortgagee, or their respective duly authorized agents or attorneys desire to examine books and records in person, upon written request an appointment will be arranged. Staff will provide the requested documents and remain present while they are reviewed. A fee of \$15.00\* per hour will be charged for staff time. Copies will be available at the cited rates.
- Requests that are estimated to require more than one hour of staff time shall be paid in advance.

\* Prices quoted are subject to change without notice.





### **3.0 MAINTENANCE STANDARDS**

The maintenance of residential property is the responsibility of every property owner. Each property owner has the following responsibilities:

1. Seeding, weeding, watering, and mowing the grass strip between the adjacent sidewalk(s) and the street.
2. Snow removal from sidewalks adjacent to his/her lot.
3. Pruning, cutting and care of all trees and shrubbery on his/her lot.
4. Painting or other appropriate external care of building and other structures on his/her lot.

Residents should also take cooperative responsibility for the maintenance of their cul-de-sac. Neither Howard County nor Columbia Association maintains cul-de-sacs.

#### **3.1 Bulk Items**

Bulk items (boxes and bins, ladders, lawn-care equipment, for example) are not to be stored or accumulated on any lot. Store bulk items out of sight or discard them. Do not cover items with a brightly colored tarp.

#### **3.2 Driveways**

Driveways that are deteriorating should be repaired or replaced.

#### **3.3 Fences**

Fences should be in good repair, standing straight with no broken or missing boards and no peeling paint. An approved application is required for new fences, removing fences in some cases, or a change in style.

#### **3.4 Grass**

Grass should be mowed and trimmed on a regular basis during growing season. Tall weeds and overgrown vines should be trimmed or removed.

#### **3.5 Gutters & Downspouts**

Gutters and downspouts should be in place and secure, with no peeling paint. Gutters should be clean of tree debris and dirt. An approved application may be needed for new gutters.

Drainage, overflow, and stormwater runoff must not be discharged directly onto neighboring properties. For single-family detached residences (not



townhomes) excess water should discharge at least six feet within the homeowner's property lines.

When possible, downspouts should not discharge directly onto driveways, sidewalks, or impermeable surfaces, but rather into grass or landscaped beds.

### **3.6 Holiday Decorations**

Holiday decorations must be removed within 14 days after a holiday.

### **3.7 House Numbers**

House numbers must be on every building or house and must be easily visible from the street. Do not paint house numbers on the curb (Howard County does not allow house numbers to be painted on curbs). An approved application may be needed for new or replacement house numbers.

### **3.8 Lampposts & Exterior Light Fixtures**

Lampposts should stand straight and should be free of rust. Light fixtures should not be crooked or have missing or broken bulb coverings. Globes to cover the light bulb should always be in place. An approved application may be needed when replacing or adding new fixtures.

### **3.9 Leaf and Tree Debris**

Lawn, sidewalk, roof and gutters should be cleared of leaves and debris on a regular basis during the appropriate seasons. Raking leaves and debris into the street and/or open space or ravines is prohibited. Residents may leave fallen leaves below trees and in garden beds, mow over the leaves that fall onto lawn and leave them to fertilize the grass, rake them under shrubs and trees, use them to help smother turf when creating new garden patches, compost them in an onsite bin, or send them to Alpha Ridge landfill for composting. Leaf piles should not be covered with a tarp.

An approved application may be required for compost bins.

### **3.10 Mold, Mildew, and Algae**

Mold, mildew, and algae should be removed from all structures.



### **3.11 Paint**

There should be no peeling paint or rotted wood on structures. An approved application for color change is required.

### **3.12 Patio and Walkways**

Patios and/or walkways that are deteriorating or damaged should be repaired or replaced. An approved application may be required.

### **3.13 Roof**

The roof should be in good repair and of all one color. There should not be any accumulation of debris on the roof. An approved application may be required for a new roof.

### **3.14 Screens**

Screens should be in good repair and fit properly.

### **3.15 Shrubs**

Shrubs should not be overgrown for the size of the structure. Dead shrubs should be removed and disposed of. An approved application is required for planting single species shrubs that are to be used as a hedge.

### **3.16 Siding**

Siding should be securely intact and free of mold, discoloration, or dirt. An approved application is needed for changing the color or style of siding.

### **3.17 Sidewalks**

Sidewalks should be in good repair with no crumbling or heaving. The maintenance, including snow removal, of sidewalks is the responsibility of the adjoining property owner under Howard County law. This means that if your lot abuts any section of a sidewalk, you are responsible for that portion of the sidewalk. Maintenance of the grass area between sidewalk and curb are also the adjacent property owner's responsibility and should include appropriate mowing, trimming, weeding in the same manner and frequency as regular lawn care. (Sidewalks damaged by street trees may be repaired by the county.)

FOR MORE INFORMATION ON SIDEWALK REPAIR AND  
HOWARD COUNTY POLICIES CALL 410-313-2330.



### 3.18 Tarps

Brightly colored tarps are not allowed in the open on any lot.

### 3.19 Trash, Trash Containers and Recyclables:

Trash and recycling containers should have secure lids on them. Except for scheduled collection days, containers should not be stored in view. No refuse, trash or bulk items/materials may be accumulated or stored on any lot. Trash and recycling containers should not be put out any earlier than the evening prior to pick-up day and should be stored out of sight by sunset of the collection day

### 3.20 Trees

Dead trees or branches may be removed from the property, however, written permission is required from the Columbia Association to remove a tree 6" or more in diameter measured two feet above the ground. A [Tree Removal Request](#) can be found in the Forms and Applications section of WLCA's site and should be submitted to CA Open Space at [open.space@columbiaassociation.org](mailto:open.space@columbiaassociation.org) (410-312-6330). An arborist will inspect the tree(s). If the tree is approved for removal, the resident will be notified by email or mail.

Problems with street trees should be brought to the attention of Howard County Bureau of Highways by submitting a request through Howard County's [TellHoCo website](#) or by calling 410-313-7450.

### 3.21 Vehicles

Boats, trailers, inoperable vehicles, commercial trucks, vehicles without current registration, or any similar items are not allowed in the open on any lot.

Vehicles may only be parked on driveways, parking pads or the street. Vehicles may not be parked on the lawn or other areas of the lot.

Campers, recreational vehicles and motor homes may not be stored in the open on any lot. Storage in open carports is not permitted. It is the responsibility of owners to find alternative storage locations. Renovation of vehicles or major repairs may not be undertaken except in enclosed



garages. Only minor emergency repairs such as changing a tire or battery, etc. are permitted in the open.

### **3.22 Windows**

Window frames and sills should be kept in good repair. Panes that are broken or fogged due to broken seals should be repaired or replaced.

### **3.23 Woodpiles**

Woodpiles should be neatly stacked inconspicuously and never covered with a brightly colored tarp.

The above list may not cover every standard of good property maintenance.

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## 4.0 EXTERIOR ALTERATION GUIDELINES

The purpose of the Guidelines is to aid residents in preparing applications to the Architectural Committee

These guidelines are adhered to in most instances. However, lot configuration, land topography or other mitigating circumstances may be considered in the approval process. Approval of an exterior alteration on one lot does not mean that alteration is acceptable on another lot.

### 4.1 Accessibility – Handrails, Ramps, Wheelchair / Stair Lifts

These guidelines are intended to aid residents' mobility while remaining in their homes.

An application is required when a new handrail, ramp, and/or wheelchair / stair lift is installed or when modifications are made to existing accessibility structures.

Applications must include:

- Site plan or photograph showing the location of the proposed handrail, ramp and/or wheelchair / stair lift.
- Description of materials, dimensions, color, and style.
- Photographs of any proposed equipment.

All types of accessibility structures are eligible for Fast Track consideration.

Metal, natural wood or synthetic materials are acceptable for handrails. The style and color of existing railings, such as deck railings, should be considered when designing handrails.

Ramps should be constructed in a workmanlike manner and should blend with the style and color of the residence to the extent possible. Metal wheelchair ramps, such as those that may be rented from medical equipment suppliers, are acceptable, but should be removed as soon as practical when no longer needed.

Wheelchair or stair lifts are permitted.





## 4.2 Additions

An application is required for all additions.

Building additions include garages, carports, new rooms, greenhouses, enclosed porches, and any other enclosed space not individually treated elsewhere in the guidelines.

### **Applications must include:**

- A plat plan showing the location and dimensions of the new construction.
- An elevation drawing of all sides of the structure showing the style, window placement, door placement, skylights, and rooflines.
- A description and color sample of exterior materials to be used.
- Landscaping plans.
- The impact the new construction will have on neighboring properties.

The architectural character or style of any proposed addition or alteration should remain consistent with the existing structure.

Additions may not impair the view, natural sunlight or natural ventilation of adjacent dwellings. Nor should they adversely affect drainage conditions of adjacent properties through changes in grade or other factors having a significant effect on runoff.

During construction, materials should be stored neatly and out of sight as much as possible. Excess material and debris should be removed immediately after completion of construction.

If construction infringes on Columbia Association Open Space, applicants should contact the Columbia Association Open Space Management for permission prior to any use of open space. The lot owner is responsible for ensuring that contractors do not dump materials on or damage Open Space land.

## 4.3 Air Conditioning and Heating Units

An application is required for all added exterior HVAC units and for moving a unit to another location.



**Applications must include:**

- A plat plan or photograph showing the proposed location for the unit in relation to the house.
- A description with a drawing or picture of the unit including dimensions.
- A description or drawing of any necessary screening to be used.

Air conditioning (AC) or heating units should be located inconspicuously in the rear of a home and as close to the house as possible. If it is necessary to locate the unit on the side of the house, the unit should be completely screened from view.

An application is not required for replacement units or for temporary window units. Temporary window units must be installed in a neat and workmanlike manner.

#### **4.4 Animal Shelters and Dog Runs**

An application is required for all animal shelters and dog runs.

**Applications must include:**

- A plat plan showing the proposed location for the unit in relation to the house and the property lines.
- A picture or a drawing showing style and dimensions.
- A list of proposed material and/or finishes to be used.
- A plan showing the screening for the shelter/run.

Animal shelters and dog runs should be located in the rear or side yard. The structure should not be visible from the street or neighboring properties. Materials used should be compatible with existing structures. To ensure the privacy of adjacent neighbors, animal shelters and dog runs should be located at least 10 feet from adjacent property lines. Landscaping may be required for screening.

#### **4.5 Antennas and Satellite Dishes**

Antennas and satellite dishes are permitted. Satellite dishes should be placed as inconspicuously as possible. In addition, residents should review the Howard County Supplementary Zoning District Regulations



(Section 128, E) “Communications Towers and Antennas” prior to installing an antenna or satellite dish. (These regulations are available from the [Howard County Department of Planning and Zoning](#), 410-313-2350)

#### 4.6 Attic Ventilators

An application is not required for attic ventilators if:

- No part of the ventilator protrudes more than 12 inches above the roof surface.
- The ventilator is roof-mounted.
- All exposed parts are painted to match the color of the roof.
- Are located on the least visible side of the roof.
- Are located below the ridgeline.
- Are not visible from the street.

An application is required for all other attic ventilators.

##### Applications must include:

- An elevation drawing showing the position of the ventilator on the roof.
- A description or photograph of the proposed ventilator.

#### 4.7 Awnings and Trellises

An application is required.

##### Applications must include:

- A detailed drawing or picture and dimensions.
- A description of the method of support.
- A sample of the color and materials.
- An explanation of the impact the sun control device will have on adjacent residences.

Awnings and trellises should be consistent with the visual scale of the house to which they are attached. Sun control devices should be compatible with the architectural character of the house in terms of style, color, and materials.

#### 4.8 Basketball Equipment

Basketball backboards should be no larger than regulation size.



An application is not required provided the following criteria are met:

- The poles are painted black, brown or left unpainted metal.
- The backboard is attached to a garage or carport or a freestanding pole.
- The hoop net is white or a neutral color.
- Backboard is white, transparent or painted to match the area to which it is attached.

If basketball equipment does not conform to the above criteria, an application is required.

**Applications should include:**

- A plat plan showing the location and dimensions of the backboard
- A description and color sample of materials to be used

**NOTE:** Portable basketball backboards are permitted but should not be placed on a street or public roadway.

#### 4.9 Chimneys and Flues

An application is required for all new chimneys or flues, or replacements if size, style, or materials will change.

**Applications must include:**

- Specific details on both the proposed new and, if applicable, an existing chimney should be provided.
- A plat plan showing the location and dimensions of the new construction.
- A description and color sample of materials to be used.

#### 4.10 Clotheslines

Umbrella or retractable clotheslines do not require an application.

Clotheslines should be removed when not in use.

An application is required for any other style of clothesline.



**Applications must include:**

- A photograph or sketch of the clothesline showing style, color, materials, and operational techniques.
- A plat plan showing the intended location of the clothesline.
- A photograph or sketch of the fence or other enclosure that will screen the clothesline from view.

#### 4.11 Compost Bins

A compost bin is a contained, properly maintained area for decomposition of plant and other organic material. An application is not required under the following conditions:

- The compost bin is located in rear or side yard.
- The compost bin is located at least ten feet from the property lines.
- The length and width of the compost bin is no larger than four (4) feet and not higher than three (3) feet.

For other locations or more than one bin, an application is required:

**Applications must include:**

- A plat plan showing the bin's proposed location in relation to the house and property lines.
- A drawing, photograph, or description of the bin/s, the dimension, color and materials.

#### 4.12 Decks

An application is required for all decks, including all wooden walkways or platforms at or above ground level. New construction shall be compatible in scale, materials, color and texture with existing structures.

**Applications must include:**

- A site plan showing the location of the deck in relation to the house, the lot boundaries, and adjacent properties.
- A drawing showing the dimensions and style of the deck, the height above grade and details of railings and stairs.
- Any changes in windows or doors.
- A description of the materials to be used, including the color of the deck.
- A drawing of any required landscaping /screening.



- A description of proposed installations and/or changes in exterior lighting.

#### **4.13 Doors and Windows (Including Garage Doors & Storm Doors)**

An application is not required when the style, color, size and location of the doors or windows will not change.

If the window style, color, size, or location will be changed, an application is required.

All new doors and windows must be compatible with the existing structure.

##### **Applications must include:**

- A photograph or drawing of the proposed window/door style(s) and a sample of the color to be used.
- An elevation drawing showing the proposed location of the new windows or door.

##### ***Fast Track Criteria Entry Doors:***

- Same size & configuration as existing.
- Constructed of wood, steel, or fiberglass.
- Color compatible with other doors on surrounding houses or with adjacent siding.

##### ***Fast Track Criteria Garage Doors:***

- Style is traditional raised panel or flush, constructed of wood, steel/aluminum, or fiberglass.
- Door is windowless or contains only standard, unembellished windows (near top).
- Color matches that of the house siding, shutters, or trim.
- Multiple doors match.

##### ***Fast Track Criteria Storm Doors:***

- Vinyl, steel/aluminum construction with full panel or two panel glass of plain design with no decoration.
- Color must match or be of neutral color to complement siding or trim.

##### ***Fast Track Criteria Windows:***

- Same style and number of windows.



- Size of windows remains the same.
- Note that once a condominium community association approves an exterior color or style change for a unit at a given address, all other units at that same address may subsequently be required to use that same color or style for new window installations.

#### 4.13 Driveways

An application is required for a change in material as well as any new construction, including extensions and parking pads.

**Applications must include:**

- A site plan showing the existing driveway and details of the proposed changes.
- Its relationship to adjoining streets and sidewalks (private and public).
- A description of the materials to be used.

NOTE: Howard County may require an entrance permit for any driveway work done in the county right-of-way, typically the area between the sidewalk and curb.

An application is not required for the replacement of an existing driveway with no change in size, materials, shape, or grade.

#### 4.14 Electric Car Charging Stations

An application is required for exterior installations of free-standing electric car charging stations.

**Applications must include:**

- Site plan showing location of proposed electric vehicle charging station
- Material description, to include dimensions, color, and style.
- Color photo of proposed charging station.
- Color photo of proposed location.

Homeowners in a townhouse or condominium community should contact their homeowners' association (HOA) regarding any proposed charging station. If any portion of the electric car charging station will be located on





common HOA property, the HOA must submit an application in conjunction with the homeowner.

An application is not required when the proposed car charging station is located in an enclosed garage with no visible exterior elements, or in a carport when only a wall-mounted plug is visible.

#### **4.15 Fencing**

The concept of public open space is fundamental to Columbia. The preservation of green space and natural features, as well as a feeling of openness, contributes significantly to Columbia's difference from typical subdivisions. The purpose of community open space is to provide each residential lot with the atmosphere of a larger open area. The street side of every home is, visually, to some extent public. In addition, many back yards are similarly public when they abut open space. Carelessly used or placed fencing may encroach on open space and compromise Columbia's feeling of openness.

No application is required to replace an approved fence with a like fence, but an application is required for all other fence construction.

##### **4.15.1 Detached Houses**

- New fencing should be compatible with existing fences in the neighborhood. Construction material should be wood, aluminum, iron, or composite.
- The following are some fencing recommendations:
  1. Split rail fences, sometimes referred to as post and rail fences, no higher than 4'.



2. Paddock or estate fences, no higher than 4'.



3. Picket fences, no higher than 4'.



4. Stockade or board-on-board (a.k.a. shadow box) fences will be considered for the screening of hot tubs and swimming pools (see section 4.40 for more information on swimming pool). Other uses of this fencing style will be considered on a case-by-case basis.







- Galvanized or coated welded wire mesh may be attached to the inside of the fence but must not extend above the top rail.



- Gates should match the fence in style, color, material, and height.
- The style, color and material of the fence should be the same on all sides.
- All fences should have the “finished” side on the outside.
- No fence should exceed 5’ in height.
- Side yard fences should be set back at least halfway from the front corner of the house. In those instances where rear yard fences will in effect create front yard fencing for a neighbor, fencing should not extend beyond the front line of the adjacent house.
- Solid or privacy fences are strongly discouraged but will be considered on a case-by-case basis.
  - Front yard fences are discouraged but will be carefully considered. In some cases, a decorative partial front yard fence may be approved if it is compatible with the surroundings.
- Chain link fences shall not be constructed on residential properties.



#### 4.15.2 Townhouses and Condominiums

- Generally, fences in townhouse/condominium developments should match existing, builder-installed fences. In most cases these are board-on-board fences.
- Property line fences may be allowed for townhouses/condominiums. Owners should be aware that townhouse/condominium associations may have additional requirements or restrictions. Please contact your association.
- Fences should be constructed of wood or composite material. Low maintenance vinyl, masonry, and metal fences may be considered. Gates should match the fence in style, color and material.
- The appearance of the fence shall be the same on all sides.
- All fences shall have the “finished” side on the outside.
- No fence shall be in excess of 6’ in height.
- Side yard fences should be set back at least halfway from the front corner of the house. In those instances where rear yard fences will in effect create front yard fencing for a neighbor, fencing should not extend beyond the front line of the adjacent house.
- In the case of a corner lot, the fence shall be located no more than half the distance from the side of the house facing the road to the road or sidewalk, whichever is closer to the house.
- Stockade and other solid fences are generally not appropriate. Privacy fences are discouraged, but because some townhouse/condominiums permit such fences, they will be considered if compatible with existing privacy fences in the townhouse/condominium community.
- Front yard fences are discouraged, but because some of townhouse/condominiums permit such fences, they will be considered on a case-by-case basis, if compatible with existing front yard fences in the community.
- Chain link fences shall not be constructed on residential properties.
- Applicants should consider using plantings to soften the visual impact of fencing.

#### Applications must include:

- A site plan showing the proposed location of the fence on the property and the relationship of the fence and gate/s to adjacent structures and open spaces.
- A description or photograph of the style and color of any fences on adjacent properties.



- The dimensions, style, color, and materials to be used for the new fence. A manufacturer's photograph or brochure is helpful in evaluating the application.
- A description of any landscape screening to be installed.
- Applicants are strongly encouraged to notify all adjacent and visually effected neighbors of the fencing application.

#### **14.5.4 Additional information:**

- Applicants should note that Howard County regulations may also be relevant and supersede Covenant restrictions. Applicants should check with the county.
- Applicants are encouraged to have their lots surveyed to establish property boundaries before installing fencing. Wilde Lake Architectural Committee approval does not extend to fencing that encroaches onto neighboring properties.
- Each property is unique, and each application will be considered on its own merits. Approval of a fencing style, material, size, or color on one lot does not establish a precedent that similar fencing will be approved elsewhere.

#### **4.16 Flags and Banners**

Applications are not required for 3' x 5' or smaller flags on poles attached to a house, garage, carport or deck, or for small banners displayed for holidays.

An application is required for all other flags and banners.

##### **Applications must include:**

- A drawing showing the proposed location of the flagpole or banner.
- The dimensions, color, and materials of which the flag or banner is made.
- The height and color of the flagpole.

#### **4.17 Fuel Storage Tanks**

An application is not required for propane tanks to be used for outdoor grills.

An application is required for all other tanks.



**Applications must include:**

- An explanation of why the propane tank is needed.
- A site plan showing the proposed location of the storage tank.
- The dimensions of the tank.
- Plans for screening the tank from neighboring properties and street views.

Approval will depend on the location of the tank, and the ability to screen the tank from neighboring properties and street views.

Exterior oil storage tanks will not be allowed.

#### **4.18 Gazebos**

An application is required for all gazebos.

**Applications must include:**

- A site plan showing the proposed location of the gazebo in relation to existing structures.
- A picture or drawing with the dimensions of the gazebo.
- A sample of the materials and color to be used.

Gazebos must be compatible in materials, style, and color with the existing house.

#### **4.19 Grills**

An application is not required for portable propane or charcoal grills.

An application is required for all grills that are permanently installed.

**Applications must include:**

- A site plan showing the proposed location of the grill.
- A drawing showing the design and dimensions of the grill.
- The materials of which the grill is made.

Contact the local fire department for permanent grill placement guidelines.





#### 4.20 Gutters

An application is not required to replace gutters with ones that are of the same style and color.

An application is required for all other gutters and downspouts. Above ground downspout extensions longer than six feet require application.

**Applications must include:**

- If being relocated, a site plan showing the location of the proposed gutters and/or downspouts.
- A drawing showing the design, color, and dimensions.

#### 4.21 Hot Tubs and Whirlpools

An application is required for all hot tubs and whirlpools.

**Applications must include:**

- A site plan showing the location of the tub or whirlpools in relation to existing structures and property lines.
- A picture or drawing showing the materials, color, and dimensions.
- Details of proposed screening/landscaping plans.
- An explanation of the disposal of wastewater.

Wastewater should drain into the existing plumbing of the residence, and adequate drainage will weigh heavily in the approval.

For safety purposes, a lid with a lock is recommended during periods of non-use.



#### 4.22 In-Home Businesses

An application may be required. (No application is required for working remotely or working solely by computer from a home office. Group homes and day care facilities do not require approval by the Wilde Lake Architectural Committee.)

The Wilde Lake Village Covenants (Section 11.02) state:

**"No in-home business or profession shall be conducted in or on any part of a Lot or in any improvement thereon on the property without the specific written approval of the Architectural Committee. The Architectural Committee, at 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 business. No such profession or home business shall be permitted, however, unless it is considered by the Architectural Committee to be compatible with a high quality residential neighborhood."**

The applicant for an in-home business must reside at the address of the proposed business, and an in-home business application does not convey from one Lot owner to another.

It is recommended that the application include the signatures of immediate property owners.

The following list of questions must be addressed on the application:

- What are the hours of operation?
- Will there be deliveries of supplies to the property?
- How will the storage of business-related materials be accomplished?
- How will the distribution of any products or materials be made?
- How many employees will be working at the property?
- What is the expected number of clients/customers/visitors per day?
- How many vehicles are expected to park at any one time?
- What number of trash or recycling bins will be set out on the property on trash/recycle pick-up days?
- How do you perceive the overall impact on the neighborhood?



#### 4.23 Landscaping

An application is required for all changes in grade, retaining walls and single species hedges. A master plan for the landscaping should be submitted with the application, even if the planting is to be done in stages.

**Applications must include:**

- A site plan showing the location of the proposed hedge.
- A description of any shrubs to be used and their height at maturity.
- Height and material of proposed retaining walls.

No application is necessary to create naturalistic mixed landscaping along property lines made up of a mix of trees, shrubs, perennials, and groundcovers.

It is recommended that plantings be arranged in clusters or groups, rather than in straight lines. Cluster plantings give a natural effect which is in harmony with the general plan of the Village.

No application is needed for rain gardens that have been designed and installed by Columbia Association, Howard County Cleanscapes, or certified Chesapeake Bay Landscape Professionals, because of demonstrated expertise and experience.

Wilde Lake recommends employing environmentally friendly landscaping practices. Additional information is available in our [Environmentally Friendly Landscaping Practices guide](#) (requires Adobe Reader).

#### 4.24 Lawn Ornaments

An application is not required for lawn ornaments that are small in scale and those ornaments displayed briefly for special occasions and holidays.

An application is required for large objects and those objects that are intended to be displayed permanently. Each object will be evaluated on aesthetics, as well as on placement and appropriateness to its surroundings.

**Applications must include:**

- A site plan showing the location of the ornament.
- A picture or detailed drawing of the object.



- The dimensions, color and description of the materials of which it is made.
- A method for controlling mosquitoes in any water feature.

'Lawn ornaments' includes all exterior decorative objects, natural or man-made, that are large enough to be noticeable from the street or from adjacent properties. These objects include, but are not limited to, such items as sculptures, fountains, large urns, ornamental pools, sun dials and large rocks.

One backyard birdbath per property is permitted without application.

#### 4.25 Light Fixtures

An application is required when there will be a change in style, size, shape, color or location of an existing fixture or when additional light fixtures are to be installed.

**Applications must include:**

- A site plan showing the placement of the fixture or light post.
- A picture or drawing of the fixture.
- Its dimensions and color.

An application is not required when an existing light fixture is replaced with one that is a reasonable match to it.

Light fixtures should enhance the daytime appearance of the house and appear as an integral part of the design of the house and/or its landscaping.

Exterior lighting should be carefully placed to minimize its impact on adjacent properties and public spaces. Light fixtures should be oriented to illuminate only a specific area, such as a doorway. Some lights may have to be shielded to prevent excessive intrusion of light from one property to another.

All exterior lights must be shielded and aimed downward so as to illuminate the homeowner's property only. This decreases upward light pollution, though it can still negatively impact plants, insects and other wildlife.



The use of low-intensity, motion-sensor lighting is strongly encouraged to minimize impact on neighboring properties, energy use, and the environment. Yellow LED light bulbs provide sufficient illumination while attracting fewer insects.

#### 4.26 Patios and Walkways

An application is not required when replacing an existing patio or walkway with one of identical materials and configuration **or** if the patio or walkway is completely enclosed within an existing privacy fence, as in many townhouse developments.

An application is required:

- Where there will be a change in size or materials of an existing patio or walkway.
- For a new patio or walkway where one does not already exist.

**Applications must include:**

- A site plan showing the proposed patio or walkway in relation to the existing dwelling, trees, and lot boundaries.
- A description or sample of the materials to be used.

Materials such as concrete, stone, brick, treated wood, composite wood or pavers are preferred.

#### 4.27 Play Equipment

An application is required.

**Applications must include:**

- A site plan showing the proposed location of the play equipment relative to the house, property lines and neighboring houses.
- A picture or sketch of the proposed equipment with overall dimensions.
- The color and type of materials of which the equipment is made.

Play equipment (including tree houses and similar structures) should not be installed in the front yard and should be located at least ten feet from the rear and side property lines.



#### 4.28 Ponds

An application is required for all ponds.

**Applications must include:**

- A site plan showing the proposed location of the pond.
- A description, including dimensions, depth, materials, and type of filter system to be used.
- A method for controlling mosquitoes.

Ponds will be evaluated on aesthetics, as well as on placement, proportions, and appropriateness to the surroundings. A Howard County permit is required for a pond more than 24" deep, regardless of its dimensions.

#### 4.29 Privacy Screens

An application is required.

**Applications must include:**

- A site plan showing the relationship of the privacy screen to adjacent properties, property lines and public spaces.
- A picture or sketch of the barrier/screen (including elevations if relevant).
- The dimensions and the type and color of the materials to be used.

A screen is considered to be any permanent or semi-permanent structure that limits or eliminates viewing of a given area.

Privacy barriers/screens will be considered on a case-by-case basis, although plantings in staggered clusters are preferred instead of structural barriers.

#### 4.30 Radon Mitigation Equipment

An application is required for units mounted on the front or street side.

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

The pipe is located alongside a downspout (on the side or rear of the house only) and painted to match the downspout. Although the location alongside the downspout is preferred, it would be acceptable for the pipe



to be vertically placed on the side or rear of the house and painted to match the house. Some landscaping/screening may be required.

#### 4.31 Rain Barrels

No application is needed for one rain barrel of 75 gallons or less per downspout if the following guidelines are met.

The drainage/overflow/runoff should be properly diverted to avoid flowing onto neighboring properties. Rain barrels should be an earth tone color or match the color of the home or accents. Rain barrels must be located against the house; landscape screening can soften the visual impact of the rain barrel to neighboring properties. Rain barrels should be maintained at all times and should be free of standing water.

#### 4.32 Rental Property Advisory

**NOTE: HOWARD COUNTY REQUIRES THE LICENSING OF ALL RENTAL UNITS. Call 410-313-2455 for information.**

Every dwelling or dwelling unit in Howard County which is not occupied solely by the owner or the owner's immediate family must be licensed if there are one or more boarders, roomers or renters occupying the dwelling. This requirement applies whether or not rent changes hands.

Property owners are responsible for covenant and maintenance compliance.

#### 4.33 Retaining Walls

An application is required when adding or enlarging a retaining wall or when replacing an existing wall with different materials.

**Applications must include:**

- A site plan showing, to scale, the proximity of the retaining wall to existing structures and property lines.
- The dimensions of the retaining wall.
- A description of the materials to be used.

An application is not required where an existing and approved retaining wall is being replaced with the same location, size, and materials.



#### 4.34 Roofing

When there will be a change in color, style and materials used, an application is required.

**Applications must include:**

- A description and color sample of the new roofing material (a brochure or link to a website is acceptable).
- A picture, if there is to be a change in style.

An application is not required to replace a roof with material of the same color, style and composition as the existing roof. A change to architectural asphalt shingles of the same color and adding roof ridge vents do not require an application.

#### 4.35 Security Cameras

An Exterior Alteration Application is required if more than 4 cameras are to be used or for cameras to be mounted on shared carports or garages.

Applications must include:

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

No Exterior Alteration Application is required for security cameras if the following conditions are met:

- a. Doorbell style cameras are installed in the doorbell location.
- b. Wireless cameras are unobtrusively sized.
- c. The placement of no more than 4 cameras on the property.
- d. Camera exterior color is black, white, or matches the color of the surface to which it is attached.
- e. The cameras do not detract from the residential character of the structure and neighborhood.





#### 4.36 Sheds

An application is required for all sheds, whether new or replacement.

**Applications must include:**

- A site plan showing the location of the proposed shed in relation to existing structures and to the property lines.
- A picture or detailed drawing showing its dimensions and the size and orientation of the door(s).
- A description of the type and colors of the materials to be used.
- The existing house colors.

Shed size should be proportional to lot size and the existing structures, and the color and materials used must coordinate with the surroundings.

If a shed is to be located near the back property line, rather than against the house, screening from neighboring properties must be provided.

#### 4.37 Siding

An application is required:

- When changing the color of the house or trim.
- When adding or removing stone, brick, etc., to the facing of the house.
- When adding or removing shutters.

**Applications must include:**

- A sample of the color, style, and material to be used (a brochure or link to a website is acceptable).

New siding shall be in harmony with the prevailing character of the buildings in the neighborhood. Variation in detail and form may be used to provide visual interest and avoid monotony. The siding of separate offset and/or shared garages and carports must match the house siding color and style.

An application is not required when there is to be no change in color or style.



#### 4.38 Signs

An application may be required.

##### **General**

Except for temporary signs advertising the sale or rental of residential property, no sign or other advertising device of any nature shall be placed upon any Lot without the written approval of the Architectural Committee.

- Commercial signs of any type are not permitted on residential lots.
- Signs must be neatly lettered and maintained in good condition.
- Signs may not be illuminated without the written permission of the Architectural Committee.
- Signs may not be attached to trees, light poles, street signs, mailboxes or neighborhood identification signs.
- All signs should comply with Howard County sign ordinances. Please call 410-313-1830 for complete information.

**An application is not required for the following signs:**

##### **Political Campaign Signs**

- Signs announcing candidates seeking public office are permitted on private property in residential areas.
- Signs may not exceed nine (9) square feet in total area and must be placed at least fifteen (15) feet from the nearest pavement and one hundred (100) feet from the nearest intersection. These signs may be displayed sixty (60) days prior to and seven (7) days after an election.
- In cases where a final election follows within seventy-five (75) days of a primary election, those candidates who won in the primary election may continue to display their signs during the interim period and up to seven (7) days after the final election.

##### **Real Estate Signs**

- One off-site “Open House” directional sign is allowed at the intersection closest to the house for sale when an Open House is being held. The sign must be removed at the end of the day.
- “Sold” signs are prohibited in Columbia.



- The Howard County sign code prohibits the placement of “For Sale” signs on Open Space, in county rights-of-way and on commonly owned property.

#### **Security System Signs**

- Professional security system signs are allowed but are limited to one such sign in the front yard and one in the back yard.

#### **Signs Indicating Environmental Purpose:**

- These signs explain the intention of environmentally friendly landscaping.
- Signs must be professional in appearance and meet other village requirements.
- Signs will be limited to one per house facing the street and one per house facing pathways and must be no larger than 18 inches on any edge. They may be placed in such a way as to be visible and legible to passersby.
- Smaller identification tags on individual plants are not limited.

#### **Other signs**

An application is required for all permanent new signage and for changes to existing signs.

#### **Applications must include**

- A site plan showing the location of the sign.
- A picture or detailed drawing of the proposed sign, including its dimensions and a description of the wooden or metal post(s) on which it is to be mounted.
- Samples of the colors to be used.
- A special request for illumination, if required.

### **4.39 Skylights**

An application is required when adding new skylights or changing the appearance of existing skylights.

#### **Applications must include:**

- A drawing showing the location of each skylight on the roof.
- A picture or sketch of the unit showing the profile and dimensions.
- A description and color of the materials to be used.



*Fast Track Criteria:*

- Rear roof line only.
- Located on least visible slope of roof.
- No larger than six (6) square feet, dome height up to twelve inches above roofline.

An application is not required to replace existing skylights with ones of the same size, style, color and materials.

#### **4.40 Solar Panels**

If the solar panel system is integrated into the design of the house, and the panels in their resting state appear flush with the roof, no application is required.

An application is required for other types of solar panel installations.

**Applications must include:**

- A site photograph or elevation drawings of the house, showing the location and appearance of the proposed system.
- Color samples and a description of the materials to be used.
- For freestanding units, a detailed drawing showing how the unit will be screened.

#### **4.41 Swimming Pools**

Private swimming pools are strongly discouraged. Applicants are responsible for complying with all Howard County regulations concerning private swimming pools, including safety fencing and setbacks from property lines and adjacent buildings.

An application is required for all permanent in-ground and above ground pools. Landscaping, grading, noise levels and drainage will be carefully evaluated.

**Applications must include:**

- A site plan showing, in detail, the location of the proposed pool and its equipment.
- The contractor's picture of the pool.



- Details of existing or proposed fencing, new deck areas, patios, lighting, walkways and any other changes or additions associated with the pool.
- A description of the materials to be used in all new construction.

A Howard County permit is required for a pool deeper than 24", regardless of its dimensions. Visit the Department of Inspections, Licenses and Permits' website (<https://www.howardcountymd.gov/inspections-licenses-permits>) or contact the Department by phone at 410-313-2455.

No application is required for children's plastic and inflatable wading pools.

#### **4.42 Teardown/New Construction**

For those homeowners who wish to demolish an existing single family home and construct a new house, a separate policy and procedure must be followed. Please contact the Wilde Lake Covenant Advisor, [covenants@wildelake.org](mailto:covenants@wildelake.org), 410-730-3987 for specific guidance.

#### **4.43 Tree Removal**

Written permission from Columbia Association Open Space is required to remove any tree with a diameter of 6" or more, measured at a point two feet above ground level.

CA's Tree Removal Request form (<https://www.wildelake.org/wp-content/uploads/2018/06/TreeRemovalApp.pdf> - requires Adobe Reader) should be completed and submitted to CA Open Space at [open.space@columbiaassociation.org](mailto:open.space@columbiaassociation.org) (410/312-6330). An arborist will inspect the tree(s). If the tree is approved for removal, the resident will be notified by email or mail.

Problems with street trees should be brought to the attention of Howard County Bureau of Highways by submitting a request through Howard County's TellHoCo website (<https://www.howardcountymd.gov/tell-hoco>) or calling 410-313-7450.

For more information, please call the Howard County Agricultural Extension Service at 410-313-2707.



Dead and dying standing trees (snags) that provide wildlife habitat are acceptable as long as they do not represent a pest or disease risk to surrounding trees, or a safety or damage hazard to surrounding properties or communal walkways, sidewalks, or streets. Pruning may be required to improve curb appeal and to maintain health and safety. A backyard location is preferred, but no more than one snag in the front yard will be allowed without application. Stumps and extended roots can remain after a tree has been removed to provide habitat and erosion control; these should form a part of a landscaped bed to improve appearance and support for wildlife.

#### **4.44 Vegetable Gardens**

An application is not required when the vegetable garden is located in the back of the property and does not exceed two hundred square feet.

An application is required for oversized gardens and/or those that require fencing.

**Applications must include:**

- A site plan showing the proposed location of the vegetable garden.
- The dimensions of the garden.
- The style, dimensions, and materials of the fencing.

