

# OAKLAND MILLS

## Board of Directors Candidate Info



***2024***



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## **Important Reminder**

Each candidate must submit a candidate application.  
Please review the following application information carefully.



Oakland Mills Community Association  
The Other Barn • 5851 Robert Oliver Place  
Columbia, MD 21045  
410-730-4610 • oaklandmills.org



## Candidate Application for the Oakland Mills Community Association 2024 Election

As specified in the Oakland Mills Community Association By-Laws, the following Candidate Application is submitted for validation by the OMCA Election Monitor Committee (EMC) for either a seat on the Oakland Mills Board of Directors or the Columbia Council Representative seat (indicate below). I understand that to serve on the Village Board, candidates owning property in Oakland Mills must, upon election, obtain a certificate of covenant compliance within 60 days of the first day of holding office (July 1). See page 2 for important By-Law implementation procedures.

By signing this application, I hereby submit evidence for my candidacy for either the OMCA Board of Directors or the Columbia Council Representative and further attest that I am a property owner in the Village of Oakland Mills or a current lease holder in the Village of Oakland Mills. Property owner confirmation will be obtained by the Election Monitor Committee Chairpersons by viewing the Maryland Real Property Search records. Lease holders must submit a copy of their signed lease when submitting the candidate application.

Candidate's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Cell Phone: \_\_\_\_\_

Other Phone: \_\_\_\_\_

### I am running for the following – CHECK ONE ONLY

\_\_\_\_\_ A seat on the Oakland Mills Board of Directors for the term  
May 1, 2024 through April 30, 2025

\_\_\_\_\_ The Columbia Council Representative Seat (to serve on the Columbia Association Board of Directors)  
and to be an ex-officio, non-voting member of the Oakland Mills Board of Directors for the term  
May 1, 2024 through April 30, 2025

\_\_\_\_\_  
Candidate's Signature

\_\_\_\_\_  
Date

This application must be submitted on or before March 1, 2024 by email to [manager@oaklandmills.org](mailto:manager@oaklandmills.org) or in person on March 1, 2024 at the Other Barn between 10:00 a.m. – 4:00 p.m.



**RUNNING FOR OFFICE**  
*In the Oakland Mills Village Election*

On April 20, 2024 Oakland Mills residents will elect seven persons to serve on the Board of Directors of the Oakland Mills Community Association, and one person to serve as Columbia Council Representative. All terms are for one year from May 1, 2024 through April 30, 2025.

Here is some information about how to become a candidate for office.

**Candidate Information**

The Oakland Mills Articles of Incorporation and By-Laws require the following:

1. “The affairs of the corporation shall be managed by at least five (5) directors, all of whom shall be members of the Association as of the date of their election through their entire term. If a director ceases to be a member before the director’s term expires, that director’s seat shall be considered vacant and the remaining members of the Board of Directors shall fill that position pursuant to the procedures provided herein and in the By-Laws.”
2. To run for office, a candidate must file a Candidate Application signed by the applicant and submitted on or before **March 1, 2024 at 4:00 p.m.**
3. Members of the OMCA BoD must obtain a "Certificate of Compliance" within sixty days of election to the Board. \*See attached letter regarding the Certificate of Compliance By-Law for Board Members and By-Law Implementation Procedures. (Property inspections of each candidate’s property will be conducted by an Oakland Mills Covenant Advisor between April 1 and April 20, 2024. This will give those elected ample time to bring their property into compliance as per the Board Covenant Compliance policy.)
4. Each potential candidate can obtain a “Candidate Packet” available on the Oakland Mills [website](#) beginning **Tuesday, February 13th**. If you would like a “hard copy” of the packet, please email the village manager at [manager@oaklandmills.org](mailto:manager@oaklandmills.org) to make arrangements to pick up a packet. A candidate can only submit one candidate application – either for the Oakland Mills Board or the Columbia Council.
5. It is important to carefully read the Oakland Mills Election Guidelines and Regulations, which detail all aspects of the election. Equally important is to review everything in the election packet. If you have not served on the OMCA Board, please attend the Candidate Information session on Wednesday, February 21, 2024 from 6:30 – 7:30 p.m. at The Other Barn.



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**Oakland Mills Community Association**  
**2024 Village Elections**

**Voting Options Information Sheet**

Each year members of the Oakland Mills Community Association, which are those who own property or are a lease holder on property in Oakland Mills, have the opportunity to elect the Board of Directors and Columbia Council Representative, all for a one-year term.

This year the Oakland Mills Board of Directors voted to include online voting as one of the voting options. **Members will be able to either vote online, vote by mail-in ballot, or vote in person on election day.**

**Each form of voting is equal.** We will accept only one form of voting, either online, mail-in, or in person. **If multiple ballots are received from the same address, no ballot from that address will be counted.** This means that if a property owner votes online and also submits a mail-in ballot and/or votes in person, then NO vote will be counted.

Oakland Mills property owners are entitled to one vote per property unit. Each lease holder is entitled to one vote per property unit. Property includes each single family, quad, townhouse, and apartment unit.

**IMPORTANT INFORMATION for property owners and lease holders:** The online ballot and mail-in ballot envelope flap will ask voters to attest to the fact that they are a property owner/and or lease holder in Oakland Mills. Online voting will not be complete until the voter checks either an “O” (for owner) or a “T” (for tenant) on the online ballot. A mail-in ballot will not be validated unless the envelope flap is completely filled out.

**Online Voting**

Online voting will be administered by an outside company. No individual from that company who is involved with Oakland Mills online voting will have an affiliation to Oakland Mills. The company will follow all parameters that were approved by the Oakland Mills Board of Directors and outlined in the Oakland Mills Election Guidelines.

The Oakland Mills Election Monitor Committee will receive two separate spreadsheets of online voting information. One spreadsheet will indicate the property address that voted and if the vote was cast by owner and/or tenant, and a separate spreadsheet which will give the votes cast to each candidate by anonymous ballot. **There will be no information that will show which candidate a property vote was cast for.**

Each property will have a unique **personal identification number (PIN)** that can be used ONE time to cast an online vote. The PIN will be printed on the ballot, and the ballot will be included in the election newsletter mailed to every property unit in Oakland Mills and to every absentee property owner. Online instructions including each candidate’s statement will be detailed on the online voting website. Those who choose to vote online must attest to the fact that they are either a property owner or leaseholder in order to submit an online

vote. There will be a checkbox on the online ballot to indicate if one is a property owner or if one is a tenant (lease holder).

The PIN can be used one time only. Once the online vote is cast, the vote cannot be changed and the PIN will be inactivated. **Online voting will close at noon on April 19, 2024.**

**If you choose to vote online, please do not submit a mail-in ballot or vote on election day. If we receive multiple ballots from the same property, no ballot will be counted.**

### **Mail-In Ballot**

The option to mail a ballot will be the same as all prior years. The ballot will be included in the election newsletter mailed in late March/early April. The ballot must be placed in the postage-paid envelope included with the newsletter, with the envelope flap completely filled out. Failure to completely fill out the envelope flap could invalidate the ballot. All mail-in ballots must be postmarked on or before April 19, 2024 and received by April 26, 2024 to be validated and counted.

**If you choose to mail a ballot, please do not vote online or vote in person on election day. If we receive multiple ballots from the same property, no ballot will be counted.**

### **In-Person Voting on Election Day, April 20, 2024**

Voting will be held at The Other Barn on Election Day, Saturday April 20, 2024 from 8:30 a.m. to 5:00 p.m.

Ballots will be provided to those who choose to vote in person. In-person voters will be asked to furnish identification indicating that they are a property owner or lease holder.

**If you choose to vote in person on election day, please do not vote online or submit a mail-in ballot. If we receive multiple ballots from the same property, no ballot will be counted.**

**Questions** regarding the information outlined about should be directed to the Election Monitor Committee at [omcaemc@gmail.com](mailto:omcaemc@gmail.com).

Please feel free to contact Brigitta Warren, [manager@oaklandmills.org](mailto:manager@oaklandmills.org) as well with questions/comments and/or clarification.



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## **2024 Village Elections**

### **Candidate Financial Contribution Disclosure Statements**

Candidates for the Oakland Mills Board of Directors and The Oakland Mills Columbia Council Representative will be asked to **voluntarily** provide “Candidate Financial Contribution Disclosure Statements” for the 2024 Oakland Mills Community Association Election.

Candidates will list the name of the contributor and the amount of contribution received. The disclosure statements are not required this year but all candidates are encouraged to submit such statements.

Two simple forms are included in the Candidate Packet and candidates will be asked, not required, to submit the first form on March 8, 2024 and the second form on April 12, 2024. The reports, as submitted, will be posted on the Oakland Mills website, [www.oaklandmills.org](http://www.oaklandmills.org) and posted in the lobby of the Other Barn through the conclusion of the election.

**Please note: If the March 8, 2024 Financial Contribution Disclosure Statements is submitted after March 8, 2024, it will not be posted until April 12, 2024. If the April 12, 2024 Financial Contribution Disclosure Statement is submitted after April 12, 2024, it will not be posted.**

Please feel free to contact Brigitta Warren, [manager@oaklandmills.org](mailto:manager@oaklandmills.org) as well with questions/comments and/or clarification.



# Oakland Mills Community Association Candidate Financial Contribution Disclosure Statement

**Submission Date: March 8, 2024**

**(If this form is submitted after March 8, 2024, it will not be posted until April 12, 2024).**

\*Submission of this statement is encouraged but not required for the 2024 Oakland Mills Community Association election.

**Candidate Name:** \_\_\_\_\_

**Candidate running for:** (check one)

\_\_\_\_ Oakland Mills Board of Directors

\_\_\_\_ Oakland Mills Columbia Council Representative

**Please check below: (check one)**

\_\_\_\_ I have not received any monetary campaign contributions as of this date.

\_\_\_\_ All monetary campaign contributions received as of this date are listed below.

**Any monetary contribution to your campaign to be reported below.**

**The first statement is due on March 8. The second statement is due on April 12. The April statement should include all contributions received by April 12.**

[illegible]

# Oakland Mills Community Association Candidate Financial Contribution Disclosure Statement

**Submission Date: April 12, 2024**

**(If this form is submitted after April 12, 2024, it will NOT be posted).**

\*Submission of this statement is encouraged but not required for the 2024 Oakland Mills Community Association election.

**Candidate Name:** \_\_\_\_\_

**Candidate running for:** (check one)

\_\_\_\_ Oakland Mills Board of Directors

\_\_\_\_ Oakland Mills Columbia Council Representative

**Please check below: (check one)**

\_\_\_\_ I have not received any monetary campaign contributions as of this date.

\_\_\_\_ All monetary campaign contributions received as of this date are listed below.

**Any monetary contribution to your campaign to be reported below.**


**The second statement is due on April 12. The April statement should include all contributions received by April 12.**

[illegible]



## 2024 Oakland Mills ELECTION CALENDAR

This calendar is based on a **contested race** for either OM Board or Columbia Council Rep. (CCR)


- Tues. Jan. 31** Election Committee members and Chair appointed  
2024 Election Guidelines approved by the Oakland Mills Board
- Tues. Feb. 13** 9:00 a.m. “Candidate Packets” available online. and, if requested, a hard copy may be obtained by sending an email to [manager@oaklandmills.org](mailto:manager@oaklandmills.org).
- Thurs. Feb. 15** 5:00 p.m. **Columbia Association Candidate Info Night** [Register](#) →   
(for those running for CA Board).
- Wed. Feb. 21** 6:30 p.m. **Information Session on Serving on OM Board/CCR.** Learn more about serving on the Oakland Mills Board or as a Columbia Council Representative.
- Fri. March 1** 4:00 p.m. “Candidate Application” due.  
Candidate Application can be submitted on or before March 1 at 4:00 p.m. by email to [manager@oaklandmills.org](mailto:manager@oaklandmills.org). Staff member will be at The Other Barn on March 1 at 4:00 p.m. for those who would like to hand deliver the candidate application.
- Drawing of names to determine placement order on the election ballot**
- Mon. March 4** **Candidate Statements due - statements must be sent by email to both [manager@oaklandmills.org](mailto:manager@oaklandmills.org) and [office@oaklandmills.org](mailto:office@oaklandmills.org).** Statements are expected from all candidates, regardless of whether the election is contested or non-contested.
- Fri. March 8** **First Financial Contribution Disclosure Statement due**
- April 1 – April 19** Oakland Mills Covenant Advisor will inspect each Board candidate’s property and issue either a Letter of Covenant Compliance or a Letter of Non-Compliance. (Refer to By-Laws and Covenant Compliance Policy in the Board Candidate Packet.)
- Late March/  
Early April** **Election Newsletter w/Ballot to be mailed to every OM property, single family home, townhome, condo, and apartment. Online voting open once resident receives newsletter with ballot/pin number.**
- Tues. April 2** 7:00 p.m. to 8:30 p.m. **Election Forum – Hybrid Forum-virtual and in-person).** Link for Forum: <https://us02web.zoom.us/j/87415210833>; Meeting ID: 874 1521 0833
- Fri. April 12** **Second Financial Contribution Disclosure Statement Due**
- Sat. April 20** 8:30 a.m. to 5:00 p.m. **Voting at The Other Barn\***  
**\*Members of the association who are eligible to vote have the option of voting one of three ways: online (details to be included in election mailing), by absentee ballot, or in person on election day at The Other Barn.**

All ballots postmarked on or before April 19, 2024 and received by April 26, 2024 will be counted.  
Online voting will end on April 19, 2024 at noon.

**May 1, 2024** **2024-2025 Board and CCR Term Begins**

# 2024 Oakland Mills ELECTION CALENDAR

This calendar is based a **non-contested** Election for BOTH OM Board and Columbia Council Representative (CCR).

- Tues. Jan. 31** Election Committee members and Chairs appointed.  
2023 Election Guidelines approved by the Oakland Mills Board.
- Tues. Feb. 13** 9:00 a.m. “Candidate Packets” available online. and, if requested, a hard copy may be obtained by sending an email to [manager@oaklandmills.org](mailto:manager@oaklandmills.org).
- Thurs. Feb. 15** 5:00 p.m. **Columbia Association Candidate Info Night** (for those running for CA Board). [Register](#) → 
- Wed. Feb. 21** 6:30 p.m. **Information Session on Serving on OM Board/CCR.** Learn more about serving on the Oakland Mills Board or as a Columbia Council Representative.
- Fri. March 1** 4:00 p.m. “Candidate Application” due.  
Candidate Application can be submitted on or before March 1 at 4:00 p.m. by email to [manager@oaklandmills.org](mailto:manager@oaklandmills.org). Staff member will be at The Other Barn on March 1 at 4:00 p.m. for those who would like to hand deliver the candidate application.
- If both races are non-contested (7 or less candidate applications for OM Board and 1 or less candidate application for CCR), the Oakland Mills Board will deem the candidates elected for the term beginning May 1, 2024 – April 30, 2025.**
- Mon. March 1** **Candidate Statements due**—statements must be sent by email to both [manager@oaklandmills.org](mailto:manager@oaklandmills.org) and [office@oaklandmills.org](mailto:office@oaklandmills.org). Statements are expected from all candidates regardless of whether the election is contested or non-contested.
- For a non-contested election for both OM Board and CCR, the candidate statements will be emailed to a distribution list, posted on the OM website, front door of The Other Barn, and Facebook.
- Tues. April 2** **Virtual “Meet the Candidates”, 7 p.m. – 8 p.m.**  
Follow this link: <https://us02web.zoom.us/j/87415210833>; Meeting ID: 874 1521 0833
- April 1 – April 19** Oakland Mills Covenant Advisor will inspect each Board candidate’s property and issue either a Letter of Covenant Compliance or a Letter of Non-Compliance. (Refer to By-Laws and Covenant Compliance Policy in the Board Candidate Packet.)
- Tues., April 23** **OMCA Board confirms appointment of candidates as Board members and CCR for the 2024-2025 Board Term.**
- May 1, 2024** **2024-2025 Board and CCR Term Begins**





# Oakland Mills Community Association

The Other Barn • 5851 Robert Oliver Place • Columbia, MD 21045  
410-730-4610 • [oaklandmills.org](http://oaklandmills.org)

February 2, 2024

Dear Candidates,

Thank you for your interest in running for election to the Oakland Mills Community Association (OMCA) Board of Directors (Board) or as Oakland Mills' representative to the Columbia Council (CCR/CA Board). Residents' involvement in their community associations is crucial to Oakland Mills' continued success.

On November 9, 2021, the Oakland Mills Board of Directors voted to add the option of online voting. Eligible voters will be able to vote **one of three** ways: by online voting, by mail-in ballot, or in-person on election day. Please refer to the "Voting Options Information Sheet" included in this packet.

This information has been prepared to help you become familiar with your duties and responsibilities as a candidate and in your new position if you are elected. Your term of office will run from May 1, 2024 to April 30, 2025. Board meetings are held the second and fourth Tuesdays of each month at 7:00 p.m. Board members must be available to attend board meetings. In addition, board members usually serve on and may be asked to chair a board committee.

If you are running for the OMCA Board of Directors and are elected, you will also be a member of the Oakland Mills Architectural Committee. The Architectural Committee serves as an appeals body to decisions of the Resident Architectural Committee, enforces the Oakland Mills Covenants, and sets policy regarding the interpretation of the Oakland Mills Architectural Guidelines. **Because of this responsibility, the Oakland Mills By-Laws state that members of the OMCA Board must obtain a "Certificate of Covenant Compliance" within sixty days of election to the Board.**

Please review the Implementation Procedures for Covenant Compliance, which is attached to the Letter from the Election Monitor Committee Chairs. **Please be mindful of the by-law amendment and implementation procedures when considering running for the Oakland Mills Board.** Each candidate will have his/her property inspected by an Oakland Mills covenant advisor between April 1 and April 20, 2024. If you have any questions regarding your property and compliance-related issues prior to deciding to seek election, please feel free to contact me. We are seeking board members who can serve on the board to their fullest and for the year-long term for which they were elected.

The Columbia Council Representative (CCR) serves as an ex-officio member of the OMCA Board of Directors (non-voting member) and attends all OMCA Board meetings. The Council Representative serves as a member of the Columbia Association Board of Directors.

Please visit our website ([oaklandmills.org](http://oaklandmills.org)) for information about the Oakland Mills Community Association, the Board of Directors, and upcoming events and feel free to contact me if you have any questions or need additional information. Please email me if you have any questions, comments, or issues pertaining to the election process.

Sincerely,

**Brigitta Warren**

**Village Manager**

**Web site:** [oaklandmills.org](http://oaklandmills.org)      **Email:** [manager@oaklandmills.org](mailto:manager@oaklandmills.org)

\*Please see information on the next page pertaining to Non-Contested Races

## Non-Contested Races

The Oakland Mills Community Association's By-Laws have been amended as per a vote of the membership at the 2016-2017 Election.

Amendment to Article II Board of Directors, Section 2.03 Election of Directors. (approved by a majority of those casting votes in the Village Election on April 30, 2016)

*Add the following language:*

**SECTION 2.03 IF AFTER THE DEADLINE DATE FOR THE SUBMISSION OF NOMINATION PETITIONS HAS PASSED AND THE NUMBER OF CANDIDATES MEETING THE REQUIREMENTS TO BE ELECTED DIRECTOR IS EQUAL 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.**

Amendment to Article IV Board of Directors, Section 4.04 OFFICERS. (approved by a majority of those casting votes in the Village Election on April 30, 2016)

*Add the following language at the end of the section:*

**SECTION 4.04 IF AFTER THE DEADLINE DATE FOR THE SUBMISSION OF NOMINATION PETITIONS HAS PASSED AND 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 FOR IN ARTICLE 9, SECTION 9, OF THE ASSOCIATION'S ARTICLES OF INCORPORATION.**

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In simple terms if those seeking nomination for the Board is equal to or less than 7 qualified candidates they will be deemed to have been elected by the members, and the term will begin on May 1, 2024. If the number of qualified candidates for the Columbia Council Representative is no greater than 1 qualified candidate that candidate will be deemed to have been elected by the members and the term will begin on May 1, 2024.



# Oakland Mills Community Association

The Other Barn • 5851 Robert Oliver Place • Columbia, MD 21045

410-730-4610 • oaklandmills.org

February 2, 2024

**To:** Potential Candidates  
**From:** Election Monitor Committee

The Oakland Mills Community Association will offer the option to either vote online, by mail-in ballot, or in-person on election day. Please refer to the “Voting Options Information Sheet.”

**Online voting:** The Oakland Mills Board of Directors approved the option to offer online voting in 2021. **Voters can choose one of three options:** to vote online, mail-in, or in-person.

Please refer to the “Voting Options Information Sheet” included in this packet.

**Candidate Application:** In 2021 the members of the Association voted to eliminate the nomination petition and **replace** it with a candidate application. Candidates will no longer need to obtain signatures from residents on a petition but will need to completely fill out the candidate application.

The Election Monitor Committee sincerely hopes that you will find running for Village Office to be a pleasant and rewarding experience. This letter is intended to guide you easily through the election process.

It is important to note in accordance with the Amendment to the Oakland Mills By-Laws, Article II Board of Directors, Section 2.03 Election of Directors (approved in April 1999) the following applies to all Oakland Mills Board Members:

**2.03A. To serve on the village board, candidates owning property in Oakland Mills must, upon election, obtain a Certificate of Compliance within 60 days.**

Please be mindful of the by-law amendment when considering running for the Oakland Mills Board. We are seeking board members who can serve on the board to their fullest and for the year-long term for which they are elected. Each candidate for the Board will have his/her property inspected by an Oakland Mills Covenant Advisor between April 1 and April 20, 2024.

Please refer to the important information on the attached page regarding implementation of the By-Law regarding Covenant Compliance.

**Please note the Oakland Mills Community Association approved a by-law amendment that pertains to non-contested races.** If the number of candidates for the Board is equal to or less than seven candidates, those candidates who have submitted a valid candidate application and candidate statement will be deemed elected and begin their term on May 1. There would be no actual election for the Board. Additionally, if the number of candidates is one or less for the Columbia Council Representative (CCR) seat, that candidate who has submitted a valid candidate application and candidate statement would be deemed elected and begin their term on May 1. There would be no election held for the CCR Seat.

Those candidates seeking election must submit a candidate application and candidate statement regardless of whether the race for Board and/or CCR is contested or non-contested.

You will find that OMCA By-Law procedures and OMCA Election Guidelines ensure a fair election. These procedures, coupled with tight publicity schedules, require candidates to carefully follow these procedures and adhere to all deadlines. We have organized this packet to help you quickly identify specific election documents. Please read all contents carefully to avoid any problems.

### **Candidate Financial Disclosure Reports – Voluntary, Not Mandatory**

In an effort to maintain an open and transparent election in Oakland Mills, candidates for the Oakland Mills Board of Directors and the Oakland Mills Columbia Council Representative will be asked to voluntarily provide Candidate Financial Contribution Disclosure Statements for the 2024 Oakland Mills Community Association Elections.

**The following schedule and explanations are important to your candidacy:**

- ◆ **Beginning Tues. February 13:** “Candidate Packets” available on the [Oakland Mills Website](#) or arrangements can be made with the [village manager](#) to pick up a hard copy of the packet in lieu of download.
- ◆ **Thurs. February 15, Columbia Association Candidate Info Night:** CA will host a Virtual Information Session for those interested in serving as the Columbia Council Rep (CA Board). Information will be posted on the CA [website](#).
- ◆ **Wed. February 21, 6:30 p.m. Information Session** for serving on the Oakland Mills Village Board at The Other Barn.
- ◆ **Fri. March 1, 4:00 p.m.: Deadline to submit Candidate Application.** Candidate applications can be submitted by [email](#) on or before March 1st to [manager@oaklandmills.org](mailto:manager@oaklandmills.org). If you would like to deliver your candidate application, staff will be available at The Other Barn on March 1st between 10:00 a.m. and 4:00 p.m. to receive candidate applications.

Drawing of names to determine placement order on the election ballot and all election correspondence will be done in person or virtually by the Election Monitor Committee Chair(s).

1. **Mon. March 4: Candidate Statements must be emailed to [office@oaklandmills.org](mailto:office@oaklandmills.org) and cc'd to [manager@oaklandmills.org](mailto:manager@oaklandmills.org) by this date.**

**“Official” Candidate Statements** (150 words or less): The By-Laws provide that each candidate may prepare a campaign statement of not more than 150 words. This official statement will be posted in the village office, on the village website, inside the mailed election newsletter, as part of online voting, and in certain advertisements. Please proofread your statements, as they will not be edited and will be published exactly as submitted. Any words beyond 150 will be omitted.

- ◆ **Fri. March 8:** First Financial Contribution Disclosure Statement due
- ◆ **Late March/Early April: Ballots mailed.** If either the Board and/or CCR race is contested, ballots will be mailed to every property owner in Oakland Mills in late March/early April.



This includes mailing to all single family, townhouse, quads, and apartments. Online voting will close at noon on April 19, 2024; ballots returned by mail must be postmarked on or before April 19, 2024 and received on or before April 26, 2024. Voting in person will be on Election Day, April 20, 2024. Only one form of voting will be accepted. Please refer to the “Voting Options Information Sheet” included in this packet.

- ◆ **Tues. April 2, 7:00 p.m. – 8:30 p.m.: Hybrid Election Forum – virtual and in person (contested election) or virtual Meet the Candidates (uncontested election).** Candidates will have the opportunity to take part in a virtual public forum. You should expect to discuss questions about various community issues, and you will have an opportunity to make your views known. Specific information will be sent to candidates in advance. Link to virtual event:  
<https://us02web.zoom.us/j/87415210833>; Meeting ID: 874 1521 0833
- ◆ **Fri.: April 12:** Second Financial Disclosure Statement due
- ◆ **Sat. April 20: Election Day** (*if either race is contested*)  
Online voting will close at noon on April 19, 2024. All mail-in ballots must be postmarked on or before April 19, 2024 and received on or before April 26, 2024 to be validated and counted. All ballots will be tallied by Election Committee members beginning April 20, 2024. Please refer to “Voting Options Information Sheet” included in this packet.
- ◆ **Fri, April 26, 2024:** Deadline for receiving ballots postmarked on or before April 19, 2024. Election results will be posted at The Other Barn and sent by email shortly after April 26, 2024.
- ◆ **May 1, 2024:** 2023-2024 Board and CCR Term Begins
- ◆ **May 14, 2024:** Election Results are presented to OMCA Board for acceptance.

Please do not hesitate to ask questions.

Sincerely,

Election Monitor Committee  
[omcaemc@gmail.com](mailto:omcaemc@gmail.com)

Brigitta Warren, Oakland Mills Village Manager  
[manager@oaklandmills.org](mailto:manager@oaklandmills.org)

## **Approved by Oakland Mills Board Aug. 8, 2017**

### **Current By-Law:**

Amendment to Article II Board of Directors, Section 2.03 Election of Directors.  
(approved by the majority of those members casting votes in the Village Election on April 17, 1999)

IN ORDER TO SERVE ON THE VILLAGE BOARD, CANDIDATES OWNING PROPERTY IN OAKLAND MILLS, MUST, UPON ELECTION, OBTAIN A CERTIFICATE OF COVENANT COMPLIANCE WITHIN 60 DAYS.

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### **By-Law Policy Implementation:**

Upon election, all board members who own property in Oakland Mills must obtain a Letter of Covenant Compliance. If the Covenant Advisor determines that the property is not in compliance, the member must bring it into compliance within 60 days of the beginning of the Association's business year, May 1. Board members who do not bring their property into compliance within 60 days will be removed from the Board of Directors for the remainder of the Association's business year (May 1 – April 30).

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- 1) **Between April 1 and April 20**, the Covenant Advisor will inspect each candidate's property and issue a Letter of Covenant Compliance or a Letter of Non-Compliance.
  - A letter to a non-compliant candidate must include the text of the by-law amendment with a reminder that the property needs to be brought into compliance within 60 days of the the start of the business year (May 1) if that candidate is elected. It must instruct the non-compliant candidate to contact the Covenant Advisor, if elected, to acknowledge receipt of the letter, submit a timeframe for compliance, and request a date for re-inspection.
  - Copy of Letters of Non-Compliance and Letters of Compliance must be sent to Village Manager, Board Chair(s), and Architecture Committee Chair.
- 2) **May 31, 30 Days after the start of the business year:** If the non-compliant member does not respond to the Covenant Advisor after 30 days, the Covenant Advisor will send the board member a second letter.

- Content of letter to include a reminder of the 60-day deadline, a request that the Board Member contact the Covenant Advisor with a timeline, and a date for re-inspection.
  - Copy of 30-day reminder letter to be sent to the Village Manager, Board Chair(s), and Architecture Committee Chair.
- 3) **June 20, 50 Days after the start of the business year:** Covenant Advisor will give a status update to the Village Manager, Board Chair(s), and AC chair on all Board Members who have properties that remain out of compliance. This will include correspondence between Covenant Advisor and Board member as well as a summary of conversations and copies of emails.
- 4) **June 30, 60 Days after May 1:** If the property remains out of compliance at this point, the non-compliant member is permanently removed from the board for the remainder of that board's term.

**Approved by Oakland Mills Board Aug. 8, 2017**

## Responsibilities of Board of Directors Member serving OMCA

The Oakland Mills Community Association (OMCA) founded in November 1968, is a not-for-profit association of property owners and renters. Governance of the Village is determined by its Articles of Incorporation, its Bylaws, its Covenants, over forty years of tradition and the judgment of elected Board members.

A Board of Directors (BoD) was created to manage the affairs of the Association. Each BoD member is elected to serve a one-year term. The Board of the OMCA is popularly known as the "Village Board" of Oakland Mills (OM). The primary responsibility of the "Village Board" is that of an advocate of the residents of Oakland MiUs. Other duties and responsibilities follow:

1. Attend bi-monthly OMCA BoD meetings. Also attend as needed OMCA BoD work-sessions, ad hoc committee meetings and sponsored special events, as well as, city-wide, county and state government hearings to lobby or testify on behalf of the Association.
2. Hiring and evaluating the Village Manager. It is the Village Manager's responsibility to oversee the day-to-day operation of the OMCA. A good Village Manager is crucial to the success of the Village Board and the Association.
  - Working with the Manager and staff to oversee the management of Columbia Association community property in Oakland Mills and the fiscal affairs of the Village, with careful attention to how revenues and expenses are budgeted.
  - Working with the Manager and staff to offer special events/programs, classes, seminars and activities for all ages, designed to help unite the community.
3. Enforcement of Covenants. **The Village Board comprises the Architectural Committee (AC).** Four Board members are officially appointed to the AC by the Columbia Association (CA), but **all** members of the BoD serve together as the AC. The AC is responsible each year for appointing the Residential Architectural Committee (RAC) members (those appointed assume an understanding of the RAC process and attendance to a number of RAC meetings). The AC acts on architectural applications, hearing appeals by residents when necessary. The AC enforces covenants by issuing official notifications of violations, and by joining with CA in legal action when appropriate **Site visits to affected properties and familiarity with case histories are important components of the decision-making process.**
4. Assisting Columbia Association (CA) in carrying out its duties and responsibilities:
  - Negotiating a "Management Contract" with CA to manage the facilities: The Other Barn, Talbott Springs, Steven's Forest and Thunder Hill Neighborhood Centers.
  - Provides for the election of the Columbia Council Representative (CCR) and working with the Rep as a link to Columbia Council.
  - Testify and lobby CA on behalf of the OMCA.
  - Participating in the CA budget process.
5. Calling an annual meeting for the election of the BoD and CCR and to inform the Association of the BoD's actions during the past year.
6. Promoting the health, safety, common good and social welfare of the members of the OMCA by:
  - Directly providing and supporting community services that to enhance OM quality of life.
  - Appointing standing and ad hoc committees and overseeing their effectiveness.
7. Acting as an ombudsman and advocate for the people of OM, identifying issues of concern and building strong ties to all levels of government.
8. Promoting volunteer involvement in OM activities. Acknowledging the crucial role they play in the well-being of the OM's community.

## **OAKLAND MILLS COMMUNITY ASSOCIATION, INC. ELECTION GUIDELINES AND REGULATIONS**

Village Elections are officially guided by Article VIII, Section 8 of the By-laws. In addition, tradition, experience, and press deadlines contribute to the effective administration of an annual election. These rules and regulations draw from the By-Laws and past elections to serve as guidelines for the Village Board, the staff, and the Election Monitor Committee before, during, and after the village elections. The procedures are described according to the timeline of the election activities.

The Board of Directors of the Oakland Mills Community Association (OMCA) affirms their great appreciation for and confidence in the Oakland Mills Election Monitoring Committee (EMC). The OMCA Board confirms that Oakland Mills continues to adhere rigorously to fair election standards and established guidelines. These guidelines are finalized by the EMC and approved by the OMCA Board prior to each year's OMCA election day. After finalization, the guidelines for that election day cannot be altered or amended.

At its discretion and based on village, county, state, or federal circumstances, the Oakland Mills Board of Directors may decide that village elections will be held remotely (partially or fully). This would include the authority to provide for online voting and mail-in ballots, cancel on-site voting and on-site ballot counting, and cancel on-site election events.

All questions regarding the elections should be directed to the Election Monitor Committee Chair(s).

### **GOALS**

The following major goals have been identified in administering village elections:

1. The election should be fair and be perceived as fair by the establishment of clear procedures.
2. The election procedures should encourage potential candidates to run in the election and encourage people to vote.
3. Elections should be efficient and run at a reasonable cost.

### **Non-Contested Election**

In 2016 the Members of the Association passed a by-law amendment stating that if the number of candidates for the Board of Directors was equal to or less than the number of open seats, those candidates who submitted a valid candidate application and met other criteria required for holding a seat on the Board of Directors would be deemed elected with the one-year term of office beginning May 1. The members also passed a by-law amendment stating that if the number of candidates for the Columbia Council Representative seat was equal to or less than one candidate, that candidate who submitted a valid candidate application and met other criteria required for holding the Oakland Mills seat on the Columbia Council would be deemed elected, with the one-year term of office beginning May 1.

If both races are non-contested, there will be no election held. An election will be held if either or both races are contested.

## **"ELECTION ADMINISTRATIVE RULES AND REGULATIONS"**

### **I. BEFORE ELECTION**

#### **A. Selection of Election Monitor Committee and Chair**

1. Appointment by Village Board
  - a. The Village Board is responsible for appointing the Election Monitor Committee by Jan. 31. The Committee will number at least 5 people.
  - b. The Chair(s) of the Election Monitor Committee is appointed by the Village Board.
2. Duties and responsibilities of Election Chair(s) and Committee
  - a. The chair(s) must be completely familiar with the rules and regulations of the election. The chair works very closely with the Village Manager to ensure that the By-Law requirements are met and that all duties are performed. However, it is the chair's ultimate responsibility to the Oakland Mills Village Board that the election conforms to the By-Laws and that all deadlines as required by the By-Laws are met.
  - b. The chair(s) or chair's designee is responsible for explaining the rules and procedures of the election to all candidates. Candidate packets are prepared by village staff and made available to candidates.
  - c. The committee coordinates Candidates' Night/Candidates' Forum, and the chair or chair's designee(s) traditionally serves as moderator.
  - d. The committee is responsible for training poll workers. It is particularly important that all poll workers clearly understand how to determine voting eligibility, how to read the voters lists, and how to handle special problems.
  - e. The Village Manager, chair(s), or chair's designee prepares all material needed for counting ballots. The chair(s) or chair's designee is responsible for validating or not validating all "irregular" ballots received.
  - f. The chair(s) or chair's designee acts as spokesperson for the Committee and, after the election, is responsible for compiling final election results, handling challenges to the election, and submitting an election report to the Village Board.
3. Personal qualities of Election Chair(s)
  - a. With the duties and responsibilities of this position also comes the need to handle pressure and, sometimes, confrontations with people who have personal investments in the election results. The chair's style of dealing fairly and authoritatively with candidates and volunteers is critical for a fair election.
  - b. It is preferable that the chair(s) have previously worked on the Election Monitor Committee.

#### **B. Schedule for Election**

1. Setting Election Day

The Village Manager is responsible for setting the date of the election with other Village Managers so that elections are held simultaneously throughout Columbia. Election Day will be Saturday April 20, 2024.
2. Setting election schedule
  - a. The Village Manager prepares an election timetable based on the By-Law requirements after the Election Day is established. Important dates are outlined below:
    - April: required month for village elections
    - By Jan 31: appointment of Election Monitor Committee and the election chair

- 45 or more days prior to election: begin accepting candidate applications
  - 45 or more days prior to election: eligibility date for members in good standing
  - 30 or more days prior to election: finish accepting candidate applications; deadline date for candidates' statements established by EMC
  - Within 10 days of the deadline for receipt of candidate statements, publish candidate statements online and post at The Other Barn.
  - All Online voting will end at noon on Friday, April 19, 2024.
  - All mail-in ballots must be postmarked on or before April 19, 2024 and received by April 26, 2024.
  - 5 days after posting of election results: deadline for written challenges to elections
  - Within 5 days of receiving a challenge: Election Monitor Committee will meet
  - 5 days after election or until disposition of any challenge: chair will hold ballots
  - By May 14, 2024 results: certify election
- b. The Village Manager will consider the need for transition time between the election of Village Boards and their taking office on May 1 to allow time for challenges to take place and for the election results to be accepted by the Board.

**C. Candidate Application** – In 2021 Members of the Association approved a by-law amendment to **Sections 8.02 and 8.03 of the Oakland Mills Community Association By-Laws**. The By-Law amendment eliminates the requirement for submitting a nomination petition and adds the requirement to submit a candidate application. The candidate can submit only one application, either for the Oakland Mills Board of Directors or for the Columbia Council Representative.

**Members of the Association – OMCA Articles of Incorporation, Article EIGHTH (approved by the members of the Association on July 28, 2017):**

The Affairs of the corporation shall be managed by at least (5) directors, all of whom shall be members of the Association as of the date of their election and through their entire term. If a director ceases to be a member before that director's term expires, that director's seat shall be considered vacant and the remaining members of the Board of Directors may fill that position pursuant to the procedures provided herein and in the By-Laws.

**OMCA By-Law Change, Section 2.03 (approved by members of the Association on April 29, 2017):**

**Section 2.03 – Change the title to: Election and Removal of Directors**

**Section 2.03 – Add the following sentence to the end of the paragraph:**

If a director is no longer a member of the Association before the expiration of that director's term, the Board of Directors may remove that director from office and appoint a successor.

**1. Preparation**

Each candidate application shall show the full name and address of the candidate, their signature, and the office they are seeking. A candidate whose name is on a lease must submit a copy of the lease along with their candidate application. This will be kept in confidence and only used to validate the



candidate's address.

2. Validation

A member of the Election Monitor Committee will declare the candidate's application valid when the requirements of section Preparation 1 are met.

**The following resolution was passed by the Oakland Mills Board on February 28, 2017 and effective immediately:**

To ensure that Oakland Mills residency can be established for candidates for the Oakland Mills Board of Directors and the Oakland Mills Representative to the Columbia Council, the Oakland Mills Election Monitoring Committee will adopt the following criteria to establish the residency of candidates, effective as of the 2017 election cycle:

- The election committee will perform a State Department of Assessments and Taxation (SDAT) online search to confirm candidates claiming property ownership in Oakland Mills.
- If the election committee is unable to confirm ownership, or if the candidate leases property in Oakland Mills:
  - Candidates will present to a member of the committee a valid and current government-issued identification including a driver's license, state identification card, passport, or other state or federal government issued identification displaying the candidate's name, photograph, and home address.
  - Candidates will present to a member of the committee a signed original, current lease or deed with candidate's address, valid dates, and signature(s).
  - Candidates will present to a member of the committee a current (issued within one month of the election filing date) utility bill for services at a fixed address that includes candidate's name and address (e.g., landline telephone, gas, electric, water, cable bill)
  - Address on each of the three documents presented should match to establish residency at that address.

The election committee will develop a process and check sheet to ensure each candidate meets these criteria and will return rather than retain the documentation to the candidate for protection of privacy after two election committee members review the documentation. The election committee will determine whether the candidate for the Columbia Council has Oakland Mills residency and whether the candidates for the Oakland Mills Community Association Board of Directors have Oakland Mills residency, per the OMCA by-laws, and report to the Village Manager and sitting Board of Directors prior to finalization and printing of election ballots.

**D. Election Information Packets** – Election Information Packets can be viewed and downloaded from the Oakland Mills [website](http://www.oaklandmills.org) or available at The Other Barn. Email [manager@oaklandmills.org](mailto:manager@oaklandmills.org) to obtain a hard copy of the packet.

1. Preparation and distribution of packets
  - a. The Village Manager and Village Staff are responsible for the preparation of election information packets for candidates.
2. Contents of information packets

- a. The information packets shall include, for Columbia Council Representative:
  - 1) CA Articles of Incorporation and By-Laws
  - 2) Calendar of Important Columbia Association Board of Director meetings/events
  - 3) All of the following:
- b. For Village Board:
  - 1) Village Articles of Incorporation and By-Laws
  - 2) Election Guidelines and Regulations
  - 3) Calendar for election
  - 4) Recent copies of the e-newsletter.
  - 5) Other information about the village as prepared by the Village Manager.
  - 6) Association Approved Budget
  - 7) Candidate Application
- c. The Village Board appoints the members of the Architectural Committee. It has been the practice in Oakland Mills that the Village Board appoints itself as the Architectural Committee. Information regarding Board Member architectural covenant compliance shall be included in the election packet.

#### **E. Candidates' Statements**

- 1. Length - Candidates' official statements must be 150 words or less. All words in excess of 150 will be deleted from the statement. Candidates will also be asked to supply a shorter 100-word statement (all words in excess of 100 will be deleted from the short statement) for use when space will not allow printing the official statements. Statements will be published exactly as submitted by the candidate.
- 2. Publication
  - a. Complete statements are published on the oaklandmills.org website and in The Other Barn lobby 10 days after the date for candidate statements to be submitted.
  - b. The statements shall be posted on the Oakland Mills website, in the lobby of The Other Barn, and on the front door of The Other Barn.

#### **F. Financial Contribution Disclosure Statement**

Candidates for the Oakland Mills Board of Directors and The Oakland Mills Columbia Council Representative will be asked to voluntarily provide "Candidate Financial Contribution Disclosure Statements" for the 2024 Oakland Mills Community Association Election.

Candidates will list the name of the contributor and the amount of contribution received. The disclosure statements are not required this year, but all candidates are encouraged to submit such statements.

Two simple forms are included in the Candidate Packet, and candidates will be asked, not required, to submit the first form on March 8, 2024 and the second form on April 12, 2024. The reports, as submitted, will be posted on the Oakland Mills website ([oaklandmills.org](http://oaklandmills.org)) through the conclusion of the election.

#### **G. Volunteers for Election Day**

- 1. Recruiting
  - a. The Village Manager is responsible for recruiting workers to staff the polls on

- election day.
  - b. The Election Monitor Committee chair or a member from the committee is responsible for the supervision of poll workers on election days and for answering their questions during election hours.
2. Training
- a. Each poll worker must be specifically trained.
  - b. Poll workers should be asked to arrive at least 10 minutes before their shifts begin to review and observe procedures.

#### **H. List of Eligible Voters**

1. Acquiring voters list
- a. The Village Manager is responsible for securing a list of eligible voters according to the Village By-Laws.
  - b. The list of property owners shall be obtained from the CA assessment office.
  - c. The list of apartment tenants shall be a list of apartment dwelling units, not residents of the units, for each apartment complex.
2. Format of list
- a. Two lists of property owners should be available at the polls, one printed out in alphabetical order by owner, one by address. Both are important to validate all possible ballots.
  - b. A current list of apartment dwelling units must be available.

**I. Online Voting** – On November 9, 2021 the Oakland Mills Board of Directors approved the option to **allow online voting** for Oakland Mills village elections. Voter eligibility remains the same, and a voter can choose to vote in advance **EITHER** online or by mail-in ballot, OR vote in person on election day.

**Only one form of voting will be accepted: either online, mail-in, or in person. If multiple ballots are received from the same address, NO ballots from that address will be counted.**

Oakland Mills will use an outside company to tabulate online voting. All votes are anonymous, whether cast online, mail-in, or in-person. The OMCA election chair(s) will receive from the company that handles online voting a list that shows the address of the property that voted. At the conclusion of online voting, OMCA will also receive a spreadsheet that lists all votes cast. OMCA will not receive any information that identifies how a particular property voted, as the voting spreadsheet will be anonymized. No one from the company handling Oakland Mills elections will be a member of or affiliated with the Oakland Mills Community Association in any way beyond the provision of online voting services.

#### **J. Regular and Mail-in Ballots**

1. Preparation
- a. The Village manager and village staff are responsible for the preparation of all ballots.
  - b. The order of candidate names on the ballot is determined by lottery at the time that the candidate applications are verified. Names are “drawn” by an election committee member with either another member or OMCA staff member present, in person or electronically, to verify order drawn. Names

will be listed on the ballot according to the order that they were drawn.

2. Mail-in ballots: mail-in ballots are available as provided by the By-Laws.
  - a. **Each ballot will contain an online voting pin specific to the property address.** The code should be used to vote online and can only be used one time. Once the online vote is cast, it cannot be deleted or changed. **If a property casts an online vote and also sends a mail-in ballot and/or votes in-person, no vote will be counted.**
  - b. The ballot will be enclosed in the election mailing and can be used as a mail-in ballot if the voter chooses to vote by mail-in ballot.
  - c. If choosing to vote by mail-in ballot, the ballot should be submitted by mail in the return envelope provided by the village. The Election Committee shall accept mail-in ballots postmarked on or before April 19, 2024 and received by April 26, 2024.
  - d. The return envelope flap of the mail-in ballot shall have space for the sender's Oakland Mills address and a check box indicating that the sender is an owner or lessee. By checking the box, the sender shall attest to the fact that they are a valid property owner or valid lease holder at the address listed on the return envelope flap.
  - e. Oakland Mills has a joint Business Reply Mail account with other Columbia villages. All mail-in ballots are sent to the Wilde Lake Community Association and held securely by the Wilde Lake Village Manager. The Oakland Mills Election Monitor Committee Chair(s) are authorized to obtain Oakland Mills sealed ballots from Wilde Lake and keep the ballots in their possession for validation and counting.
3. Procedures for validating ballots
  - a. Ballots will be validated by the Election Monitor Committee.
  - b. Under the authority of the Election Monitor Committee Chair(s), mail-in ballots will be validated only on election day. On election day or during the five days thereafter, all ballots shall be validated and counted.
  - c. All mail-in ballots postmarked by April 19, 2024 will be accepted if received by April 26, 2024.
  - d. Should a resident not receive a newsletter/ballot in the mail, he/she may come to The Other Barn to pick one up. The resident may complete the ballot, insert it into provided envelope, seal the envelope, complete the address and signature portion on the outside of the sealed envelope containing the ballot, and drop the sealed envelope with the ballot in the locked blue ballot box. The ballots that have been dropped into the blue ballot box will be kept in the locked box until April 20, 2024, election day. Upon completion of all voting at 5 pm on election day, these ballots will be removed and validated by the EMC and counted.

**Please note, residents may only vote online with the ballot/pin number they received in the mail.**

**K. Campaigning** - Candidates' volunteers who serve in any capacity for Oakland Mills Community Association as elected members or as volunteers (with the exception of the members of the Election Monitor Committee) can actively campaign for or against candidates. **This must be done separately from their volunteer roles for the Association.**

**Campaign Signs and Campaigning:** The Oakland Mills Election Monitor Committee will follow the Howard County Sign Code as it pertains to sign codes and the Oakland Mills Architectural Guidelines.

- Here is a link to the Howard County Sign Code:
- [https://library.municode.com/md/howard\\_county/codes/code\\_of\\_ordinances?nodeId=HOCOCO\\_TIT3BU\\_SUBTITLE\\_5SI](https://library.municode.com/md/howard_county/codes/code_of_ordinances?nodeId=HOCOCO_TIT3BU_SUBTITLE_5SI)
- Here is link to the Oakland Mills Architectural Guidelines:  
[https://oaklandmills.org/wp-content/uploads/2017/09/Guidelines\\_04-25-17-revision\\_Final-Approved-Version-FINAL-TO-USE-FOR-WEBSITE.pdf](https://oaklandmills.org/wp-content/uploads/2017/09/Guidelines_04-25-17-revision_Final-Approved-Version-FINAL-TO-USE-FOR-WEBSITE.pdf)

Additionally, no campaign signs are permitted on Columbia Association property. CA properties in the Oakland Mills village center area are the Ice Rink, The Teen Center, The Other Barn, sidewalk/courtyard in front of and around all facilities, and the parking lot behind Dunkin' where the police office is located. Additionally, it is recommended that candidates contact Klein Enterprises (owners of the Oakland Mills Village Center) for permission to campaign in the village center. Candidates can contact Klein Enterprises property manager. Contact the village manager for Klein's property manager contact information.

Individual store owners should be contacted for any type of campaigning within the stores.

The Oakland Mills Board of Directors has no role in the manner in which candidates choose to campaign.

## II. DURING THE ELECTION

**\*Please note that if a decision is made to cancel or alter on-site voting, some of the provisions below will not be applicable and all ballots will be cast online, received by mail, or placed in the secure box affixed the front exterior wall of The Other Barn.**

### A. Voting Time and Place

1. Location  
Voting takes place at The Other Barn, 5851 Robert Oliver Place, Columbia, and possible other locations at the discretion of the EMC.
2. Hours for polls to be open:  
In order to encourage voter turnout, polls *may* be open Friday hours as well as Saturday hours. **Voting in 2024 will take place at The Other Barn on Saturday, April 20, 2024 only from 8:30 a.m. – 5:00 p.m.**
3. Visibility and location of polling sites
  - a. Voting tables should be in a clear, obvious place, not obstructed by other special events or displays.
  - b. People setting up poll sites should be aware of the electioneering boundaries.

### B. Who Can Vote

1. Owners of property in Oakland Mills and tenants with a lease on property in Oakland

#### Mills

- a. If a property is jointly owned, the voting right is jointly held, so only one vote may be cast.
  - b. If a "fee simple" lot, condominium or cooperative unit is leased to a tenant, the tenant is also entitled to cast one vote per unit.
2. Eligibility and identification
- a. A member who has resided in Oakland Mills at least 45 days prior to the election is eligible to vote. The actual date is set by the Election Monitor Committee.
  - b. For on-site voting only: A member will be considered eligible to vote if they can present identification showing that they rent and/or own at an address subject to Columbia Association assessment within Oakland Mills Village. On-site voters who do not have identification with them will be asked to sign a form providing their name and address and attest to the fact that they are an Oakland Mills property owner or valid leaseholder.
  - c. For mail-in voting only: The mail-in ballot envelope flap shall have space to attest to voter eligibility.
  - d. The election mailer shall include voter eligibility and identification requirements.

### C. Voters Lists and Procedures for Validating Ballots at the Polls

Online voting will close at NOON on April 19, 2024. Prior to the opening of polls on April 20, 2024 at 8:30 a.m., the Election Committee will receive from the company a list of all properties that voted online. **Only one form of voting will be accepted. If a property submits multiple ballots, whether online, by mail, or in person, NO ballots will be counted for that property.**

#### 1. Voters lists

- a. There should be at least two poll workers and poll workers will determine the best method to efficiently verify voter information utilizing voter lists and apartment dwelling lists.

#### 2. Validation of property owners

- a. After showing suitable ID, property owners whose names are on the voters list will be checked off by the poll worker. A ballot will then be issued to them. (See 2b above for those who do not have ID.)
- b. After showing suitable identification, property owners **whose names are not on the voter lists** will place their ballots in a cover envelope with their name and address on the outside, and the ballot, in the envelope, will be placed in the ballot box.
- c. After showing suitable ID, an apartment tenant will be checked off the apartment unit at the appropriate address. Apartment tenants will also be asked if they have lived at the address for at least 45 days. (See 2b above for those who do not have ID.)

### D. Electioneering

#### 1. Electioneering boundaries

- a. There shall be no electioneering within the area established annually by the Election Monitor Committee. Boundaries established for 2024 are:
  - **No electioneering may take place** inside The Other Barn or inside the courtyard or on the sidewalk area directly in front of, on the side, or behind The Other Barn (except as outlined below) or the parking lot on the side of The Other Barn or the parking lot in the rear of The Other Barn.

- **Electioneering may take place** in front of and behind the CA Youth & Teen Center and on the sidewalk in front of the Courtyard up to the end of the Courtyard fence where the sidewalk leads to the handicap door of The Other Barn and the same area behind the Courtyard. **Electioneering may also take place** to the left of The Other Barn (when looking at the building from the street) on the section of the sidewalk abutting Robert Oliver Place and in front of the grass area.
- Candidates may not stand under the canopy in front of The Other Barn entrance doors.
- Candidates and their supporters must adhere to all electioneering boundaries.
- No electioneering means that no canvassing, electioneering, campaigning, or posting of any campaign material is permitted within the zone. "Posting of any campaign material" includes wearing any article of clothing, hat, sticker, or button that indicates support of or opposition to any candidate, question, or political party.

**However**, electioneering does not apply to a voter going to vote in his or her polling place. A person on his or her way to vote may wear campaign paraphernalia or carry, but not distribute, campaign literature. He/she must leave the voting zone promptly after voting.

- b. Poll workers should take care to remove any electioneering hand-outs from the voting tables and from anywhere else in The Other Barn

## 2. Violations

- a. The Election Monitor Committee chair(s) or their designee is responsible for warning candidates and their representatives if they electioneer within the electioneering boundary.
- b. If a serious problem results, the Election Monitor Committee should document the violations in writing and may recommend that the Village Board invalidate the election.

## III. AFTER THE ELECTION

**Election results shall be provided to the community on or after April 26, 2024, which is the deadline for receiving mail-in ballots.**

### A. Vote Count

- 1. Setting up for the vote count
  - a. Members of the Election Monitor Committee and assigned helpers shall count the in-person ballots. The chair is responsible for the smooth processing and counting of the ballots.
  - b. The vote count shall be held in a room separate from post-election socializing.
  - c. Candidates (and/or their representatives) are permitted to be present in the counting room, but they may not verbally question the counting or any other election procedures. If they have any objections to the procedures, they must submit a written challenge. **If the election vote counting is held remotely, there will be no option to observe vote counting.**



2. Preparation and validation of ballots
  - a. All ballots will first be scanned to ensure none has more than 7 votes cast for Village Board slots and no more than 1 vote cast for Columbia Council Representative. If part of the ballot is invalid, only the invalid section will not be used in the count.
  - b. The Election Monitor Chair will then determine the validity of the ballots that were cast by voters who were not on the voter list. (Ballots were placed in sealed envelopes.)
3. Counting the ballots
  - a. The ballots are divided into piles of up to 40 ballots, and each pile of ballots is assigned to two counters.
  - b. Each counter records ballots on a counting grid. The grid shall be numbered vertically from 1 to 40 and have candidates' names across the top. Each ballot shall be assigned a separate line.
  - c. Each counter counts one pile of 40 ballots on a separate grid. The two grids are totaled and compared for accuracy. If a discrepancy exists, the pile of 40 ballots shall be recounted until the discrepancy is resolved.
4. Official election results - Official election results shall be released by the Election Monitor Committee Chair(s) after all mail-in ballots received by the deadline are counted.
5. Challenge procedure
  - a. Challenges must be in writing or sent by email and submitted to the Election Monitor Committee chair within 5 calendar days after the release of the election results. After receiving a challenge, the committee shall meet within 5 days for discussion on the challenge and, if necessary, to make any recommendations to the Village Board.
  - b. The committee is not required to consider any challenges, unless they could affect the results of the election, until after the election is certified. The committee should then evaluate the election procedures and the complaint and make recommendations in the final report of the election.
6. Certification of results
  - a. The Village Board shall certify, or invalidate, the election after reviewing the election report submitted by the Election Monitor Committee.
  - b. The committee must submit its report **by Tuesday, May 14, 2024.**

*Oakland Mills Community Association, Inc.*  
**ARTICLES OF INCORPORATION**

FIRST: WE, THE UNDERSIGNED, John Martin Jones, Jr., Richard G. McCauley, and George A. Nilson, 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 OAKLAND MILLS 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 Oakland Mills (the "Property") and located upon the property described in that certain Deed, Agreement and Declaration (hereinafter referred to as the "Oakland Mills Declaration"), dated November 7, 1968, between HRD, MILDRED VIRGINIA TRESSLER 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 Oakland Mills 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.

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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 Oakland Mills 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 **5851 Robert Oliver Place, Columbia, Maryland, 21045**. The name and post office address of the resident agent of the Association in this state is **Timothy F. McCormack, Ballard Spahr, LLP, 300 East Lombard Street, 18<sup>th</sup> Floor, Baltimore, Maryland 21202**. ~~are John Martin Jones, Jr., 900 First National Bank Buildings 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 Oakland Mills 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

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

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

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

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

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

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

B. When any lot, unit, share, membership or other interest, as described in Article Sixth above in connection with qualification for membership, is owned or held by more than one member as tenants by the entireties or in joint tenancy or tenancy in common or any other manner of joint or common ownership or interest, such members shall collectively be entitled to only one vote relative to that lot, unit, share, membership or other interest, and if such members cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such lot, unit, share, membership or other interest.

C. Any member who is in violation of the Oakland Mills Restrictions as defined in the Oakland Mills 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 Oakland Mills 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.

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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, 1969, 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~~

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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.~~

**THE AFFAIRS OF THE CORPORATION SHALL BE MANAGED BY AT LEAST FIVE (5) DIRECTORS, ALL OF WHOM SHALL BE MEMBERS OF THE ASSOCIATION AS OF THE DATE OF THEIR ELECTION THROUGH THEIR ENTIRE TERM. IF A DIRECTOR CEASES TO BE A MEMBER BEFORE THAT DIRECTOR'S TERM EXPIRES, THAT DIRECTOR'S SEAT SHALL BE CONSIDERED VACANT AND THE REMAINING MEMBERS OF THE BOARD OF DIRECTORS SHALL FILL THAT POSITION PURSUANT TO THE PROCEDURES PROVIDED HEREIN AND IN THE BY-LAWS.** (Approved by members of the Association on July 25, 2017)

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

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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 (2/3) of the Board of Directors then in office, and, (ii) a majority of the members entitled to vote.

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

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

9. The members of the Association shall in each 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 Oakland Mills 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 7th day of November, 1968.

WITNESS:

/s/ MARJORIE C. DENNEY

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

/s/ MARJORIE C. DENNEY

/s/ RICHARD G. MCCAULEY  
Richard G. McCauley

/s/ MARJORIE C. DENNEY

/s/ GEORGE A. NILSON  
George A. Nilson

STATE OF MARYLAND, SS:  
CITY OF BALTIMORE

I HEREBY CERTIFY, That on this 7th day of November, 1968, 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., Richard G. McCauley and George A. Nilson, and severally acknowledged the foregoing Articles of Incorporation to be their act and deed.

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

/s/ INGRID DELICH  
Notary Public

[NOTARIAL SEAL]

My commission expires: 7/1/69.

## BY-LAWS

*Oakland Mills Community Association, Inc.*

### ARTICLE I

#### MEMBERS

SECTION 1.01. *Annual Meetings.* The Association shall hold each year, commencing with the year 1969, an annual meeting of the members for the election of directors, the election of a representative to serve for a one year term as the representative of the Association on the Columbia Council, and the transaction of any business within the powers of the Association, at 8:00 o'clock P.M., on the second Thursday in February in each year if not a legal holiday, and if a legal holiday then on the first day following which is not a Sunday or a legal holiday. 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 vote at a meeting or in writing with or without a meeting.

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

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

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

limitation, the election of directors, which might have been taken at the original meeting, if a sufficient number of members had been present.

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SECTION 1.06. *Votes Required.* A majority of the votes cast at a meeting of members, duly called and at which a quorum is present shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, unless more than a majority of votes cast is required by statute or by the charter. Unless the charter provides for a greater or less number of votes per member or limits or denies voting rights, each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of members; but no member shall be entitled to any vote (except a vote for a representative on the Columbia Council):

- (i) if any dues established by the Board of Directors and payable by such member are due and unpaid at the time of such meeting;
- (ii) if any special assessment established by the Board of Directors and payable by such member is due and unpaid at the time of such meeting; or
- (iii) if such member, as determined by the Board of Directors, shall be, at the time of such meeting, in violation of any of the Oakland Mills Restrictions contained in the Deed Agreement and Declaration between The Howard Research And Development Corporation (HRD) and Mildred Virginia Tressler dated the 7th day of November, 1968, and filed for recording among the Land Records of Howard County (the "Oakland Mills Declaration").

SECTION 1.07A. *Votes to be Cast in Person.* Except as specified in this Section 1.07A and in the next succeeding Section 1.07B, no member shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise, and no vote shall be valid unless cast in person by the individual member, provided, however, (i) that in the case of a corporate member, the vote may be cast by the president or a vice president of such corporation or such other officer as may be designated in writing by the president or a vice president of the corporation; (ii) that members unable to attend a meeting at which Directors of the Association are to be elected or at which a representative to the Columbia Council is to be elected, shall be entitled to file a written vote under the procedure set forth in this Section 1.07A; and (iii) agencies or instru- of the Federal Government, if otherwise entitled to vote, may vote by written proxy. Any member unable to attend a meeting of the type specified in clause (ii) in the preceding sentence may vote for the election of Directors and/or for the election of a representative to the Columbia Council by sending a written letter addressed to the person then serving as Manager of the Association (or if there be no Manager, then to the Board of Directors of the Association) stating (i) that the member will be unable to attend the meeting in question and (ii) that he casts his vote for the individual or individuals listed in the letter. If such a letter is received by the Manager (or by the Board of Directors) on or before the day of the meeting, or within five (5) days thereafter, the ballot embodied in the letter shall have the same force and effect as if the party sending the same had voted in person.

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

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

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

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

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

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

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

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

## ARTICLE II

### Board Of Directors

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

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

SECTION 2.03. *Election of Directors.* Until the first annual meeting of members or until successors are duly elected and qualify, the Board shall consist of the persons named as such in the charter. At the first annual meeting of members and at each annual meeting thereafter, the members shall elect directors to hold office until the next succeeding annual meeting or until their successors are elected and qualify. At any meeting of members, duly called and at which a quorum is present, the members may, by the affirmative vote of the members entitled to cast the majority of votes thereon, remove any director or directors from office and may elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed directors.

SECTION 2.04. *Vacancies.* Any vacancy occurring in the Board of Directors for any cause other than by reason of an increase in the number of directors may be filled by a majority of the remaining

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

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

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if held as here in above provided. Other regular meetings of the Board of Directors shall be held on such dates and at such places within or without the State of Maryland as may be designated from time to time by the Board of Directors.

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

SECTION 2.07. *Notice of Meetings.* Except as provided in Section 2.05, notice of the place, day and hour of every regular and special meeting shall be given to each director two days (or more) before the meeting, by delivering the same to him personally, or by sending the same to him by telegraph, or by leaving the same at his residence or usual place of business, or, in the alternative, by mailing such notice three days (or more) before the meeting, postage prepaid, and addressed to him at his last known post office address, according to the records of the Association. Unless required by these by-laws or by resolution of the Board of Directors, no notice of any meeting of the Board of Directors need state the business to be transacted thereat. No notice of any meeting of the Board of Directors need be given to any director who attends, or to any director who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board of Directors, regular or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

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

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

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

### ARTICLE III

#### COMMITTEES

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

### ARTICLE IV

#### OFFICERS

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

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Section 4.02. *Manager.* The Board of Directors shall in each year elect one person (who need not be a member of the Association) to serve as the Manager of the Association. The Manager of the Association shall, ex officio, be the Secretary and the Treasurer of the Association. The Manager shall provide liaison between CPRA and the Association and shall generally advise the Association in the conduct and operation of its affairs. In the absence of the Chairman of the Board, the Manager shall preside at all meetings of the members and of the Board of Directors at which he shall be present; he shall have generally charge and supervision of the business of the Association; he may sign and execute, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated to some other officer or agent of the Association; and, in general, he shall perform all duties incident to the office of a City Manager with regard to the Village of Oakland Mills, and such other duties as, from time to time, may be assigned to him by the Board of Directors.

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

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

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

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

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

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

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

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

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

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

## ARTICLE V

### FINANCE

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

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

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



## ARTICLE VI

### CERTIFICATES OF MEMBERSHIP

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

## ARTICLE VII

### SUNDRY PROVISIONS

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

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

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

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## ARTICLE VIII

### ELECTIONS

SECTION 8.01. Elections. Elections will be held for Board of Directors and Representative to the Columbia Council on the third Thursday in February of each year, if not a legal holiday, and if a legal holiday, on the first day following which is not a Sunday or holiday. Polling places shall be as specified by the Board of Directors and will be open for voting at a time to be specified each year. There shall be no electioneering within 100 feet of the polling place.

SECTION 8.02. Election Committee. *Appointment of the Election Committee.* The Board of Directors of the Association shall appoint an Election Monitor Committee and a Chairman before the first week in January of each year. The Board shall fill any vacancies from time to time as they occur. *Eligibility for Membership on the Election Committee.* Any member of the Association eligible to vote in the next forthcoming election of Directors and Council Representative shall be eligible for membership to the Election Monitor Committee, but in no event shall a member be a candidate for any Association office. No member of the Election Monitor Committee may actively campaign for or against any candidate. *Duties and Powers of the Election Committee.* The Election Committee upon being certified by the Chairman of the Board of Directors, shall be wholly responsible for the proper conduct of the annual

elections of the Columbia Council Representative and the Board of Directors and to that end, the Election Committee shall be empowered to:

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

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

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

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

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

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

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

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

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

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

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

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(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 of Representative to the Columbia Council must be nominated. Nomination shall be by petition only. The petition, to be circulated by the candidate or by other persons in his behalf and with his consent, will show the full name and address of the candidate, his signature, and the office he is seeking. The nomination petition shall be valid when ten or more members of the Association have signed it. Association members shall not be

restricted from signing more than one nomination petition. Each candidate shall be nominated for one office only. Each candidate will submit his nomination petition to the Election Monitor Committee for validation. The Election Monitor Committee will accept nomination petitions for the first day of January through the fourteenth day of January, at which time nominations will be closed. Each candidate submitting a valid petition during the nomination period will be a nominee for the indicated Association office and his name will be placed on the appropriate ballot.

SECTION 8.04 *Candidates' Statements*. Each candidate meeting the requirements for nomination, as set forth herein, may prepare a written campaign statement of not more than one hundred 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 the 20th of January. The Board Manager, with such assistance as he may require, shall prepare and distribute no later than five (5) days before the Election, in either a regular or special publication, the names of all candidates, the positions they seek, and their prepared statements. Candidates statements will not be edited.

SECTION 8.05 *Preparation of Ballots*. The Election Monitor Committee shall draw the names of candidates by lot to determine position on the ballot. Candidates for Board of Directors and Council Representative will be listed separately. Candidates shall be listed by given name, (First Name, Middle Initial, Last Name), 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 December 31st 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 February 5th. Non - appearance of 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 his designee. It will be the duty of the Election Monitor Committee to prepare, control, distribute, count, and account for absentee ballots. Absentee ballots may be requested in writing from the twentieth day until the tenth day prior to the election; or requested in person from the twentieth day until the day prior to the election.

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The absentee ballot will contain a detachable statement signed by the member certifying that he will be unable to cast his ballot at the designated polling place and that no other member of his residence will cast a ballot at the polling place. The Election Monitor Committee will accept absentee ballots returned by the voter, in person or by mail, until midnight of the day prior to the election.

SECTION 8.08. *Ties and Runoff Elections*. In the event of tie vote for election to the position of Council Representative, or which does not fill the last position to be filled on the Board of Directors, the Election Monitor Committee shall conduct a recount of the ballots within two days. Ballots shall be placed in a locked container and retained by the Chairman of the Election Monitor Committee until the recount occurs. Should the tie persist, the Manager shall immediately notify members of the Association of the date, time and place for a runoff election to resolve such tie. The runoff election shall be conducted within two 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 ballot. A tie vote

for Council Representative, or for the last position to be filled on the Board of Directors shall not effect the results of the entire election. Where a tie vote occurs and the election results have been challenged, the runoff election shall take place within two weeks of the disposition of the challenge.

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

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

**AMENDMENTS TO BY-LAWS**

**OAKLAND MILLS COMMUNITY ASSOCIATION, INC.**

\*\*\*Please note that all amendments within an article and section are done in CAPITALS  
and **BOLD** type\*\*\*

Last known amendments 4/24/2021 AJC

## **AMENDMENTS TO BY-LAWS**

### **OAKLAND MILLS COMMUNITY ASSOCIATION, INC.**

#### **Amendment to Article I, Section 1.01, Annual Meetings (effective as of December, 1972):**

The Association shall hold each year, commencing with the year 1969, an annual meeting of the members for the election of directors, the election of a representative to serve for a one year term as the representative of the Association on the Columbia Council, and the transaction of any business within the powers of the Association. **THE ANNUAL MEETING SHALL BE CALLED BY THE BOARD OF DIRECTORS WITHIN 12 (TWELVE) MONTHS AFTER THE PREVIOUS ANNUAL MEETING AND MAY OCCUR ON ANY WEEKDAY EVENING, WEEKEND, OR COMBINATION THEREOF. THE SPECIFIC DATE, TIME AND PLACE SHALL BE DETERMINED BY THE BOARD OF DIRECTORS. AN EXCEPTION SHALL BE ALLOWED IN 1973 TO PERMIT THE DATE OF THE ANNUAL MEETING TO BE MOVED FROM FEBRUARY TO NO LATER THAN JUNE 1, 1973.** Any business of the Association may be transacted at an annual meeting without being 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.

#### **Amendment to Article I, Section 1.01, Annual Meetings (effective as of April 20, 1974 and therefore negating the above):**

The Association, shall hold each year, commencing with the year 1969, an annual meeting of the members for the election of directors, the election of a representative to serve for a one-year term as the representative of the Association on the Columbia Council, and the transaction of any business within the powers of the Association. **THE ANNUAL MEETING SHALL BE CALLED BY THE BOARD OF DIRECTORS AT ANY TIME ON ANY BUSINESS DAY, OR SERIES OF CONSECUTIVE DAYS, IN THE MONTH OF APRIL, IN EACH YEAR, SAID TIME AND DATE TO BE SELECTED BY THE BOARD OF DIRECTORS NOT LATER THAN THE MEETING HELD IMMEDIATELY PRIOR TO SAID ANNUAL MEETING.**

**Amendment to Article I, Section 1.07, Votes To Be Cast In Person or By Mail (approved by a majority of those casting votes at the Village Election on April 18 and 19, 1980):**

Except as specified in this Section 1.07 A and in the next succeeding Section 1.07 B, 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, **OR BY MAIL, PURSUANT TO PROCEDURES ESTABLISHED BY THE BOARD OF DIRECTORS**, provided however, (i) that in case of a corporate member, the vote may be cast by the president or a vice president of such corporation or such other officer as may be designated in writing by the president or a vice president of the corporation; and (ii) **AGENCIES OR INSTRUMENTALITIES OF THE FEDERAL GOVERNMENT, IF OTHERWISE ENTITLED TO VOTE, MAY VOTE BY WRITTEN PROXY.**

**Amendment to Article II, Section 2.03A., 2.038., Election of Directors, Removal of Directors for Non-attendance at Meetings (approved by a majority of those casting votes at the Village election on April 20 and 21, 1990):**

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 the first annual meeting of members and at each annual meeting thereafter, the members shall elect directors to hold office until the next succeeding annual meeting or until their successors are elected and qualify. At any meeting of members, duly called and at which a quorum is present, the members may, by the affirmative vote of the members entitled to cast the majority of votes thereon, remove any director or directors from office and may elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed directors.

**SECTION 2.03B. REMOVAL OF DIRECTORS FOR NON-ATTENDANCE AT MEETINGS**

**ABSENCE BY A DIRECTOR FROM FOUR (4) CONSECUTIVE SCHEDULED BOARD OF DIRECTORS MEETINGS, OR A PERIOD OF TIME NOT TO EXCEED TWO MONTHS, SHALL CONSTITUTE GROUNDS FOR A DIRECTOR'S REMOVAL FROM OFFICE AND SHALL REQUIRE THE INSTITUTION OF REMOVAL PROCEEDINGS IN THE MANNER DESCRIBED IN THIS SECTION. FOR PURPOSES OF THIS SECTION THE TERM "SCHEDULED BOARD OF DIRECTORS MEETINGS" SHALL NOT INCLUDE WORK SESSIONS.**

**THE VILLAGE MANAGER SHALL KEEP A RECORD OF ATTENDANCE AT SCHEDULED BOARD OF DIRECTORS MEETINGS. WHEN THE NUMBER OF CONSECUTIVE ABSENCES ACCUMULATED BY A DIRECTOR EXCEEDS THE NUMBER OF ABSENCES PERMITTED BY THIS SECTION, THE DIRECTOR SHALL**



BE NOTIFIED IN WRITING OF HIS OR HER APPARENT FAILURE TO COMPLY WITH THE ATTENDANCE REQUIREMENTS OF THIS SECTION, AND DIRECTED TO SHOW CAUSE WITHIN 10 DAYS, OR WHATEVER TIME MAY BE ESTABLISHED BY THE REMAINING DIRECTORS, WHY HE OR SHE SHOULD NOT BE REMOVED FROM THE OFFICE OF DIRECTOR. THE WRITTEN NOTICE SHALL BE PREPARED BY THE VILLAGE MANAGER, SIGNED BY ANY MEMBER OF THE BOARD OF DIRECTORS, AND MAILED TO THE DIRECTOR'S MOST CURRENT ADDRESS REFLECTED IN THE OAKLAND MILLS VILLAGE RECORDS.

(III) A DIRECTOR NOTIFIED AND DIRECTED TO SHOW CAUSE PURSUANT TO THIS SECTION MAY WITHIN 10 DAYS OF THE DATE OF THE NOTICE SUBMIT A WRITTEN RESPONSE OR A WRITTEN REQUEST FOR HEARING BEFORE THE REMAINING DIRECTORS, WHICH SHALL BE MAILED TO THE BOARD OF DIRECTORS IN CARE OF THE VILLAGE OFFICE. A REQUEST FOR HEARING SHALL BE GRANTED AND THE HEARING SHALL BE SCHEDULED AT THE CONVENIENCE OF ALL CONCERNED, BUT NO LATER THAN 30 DAYS AFTER THE REQUEST IS RECEIVED. FAILURE BY A DIRECTOR TO SUBMIT A WRITTEN RESPONSE TO THE NOTICE OR TO REQUEST A HEARING WITHIN THE PRESCRIBED TIME PERIOD, OR A DETERMINATION BY A MAJORITY OF THE REMAINING DIRECTORS UPON CONSIDERATION OF THE DIRECTOR'S RESPONSE THAT HE OR SHE HAS FAILED TO ADVANCE SUFFICIENT CAUSE FOR RETENTION ON THE BOARD AT DIRECTORS, SHALL EFFECT THE DIRECTOR'S REMOVAL WITH NO FURTHER ACTION REQUIRED BY THE BOARD OF DIRECTORS OR MEMBERS OF THE ASSOCIATION. THE BOARD'S DETERMINATION SHALL BE MADE NO LATER THAN 10 DAYS FROM THE CLOSE OF THE HEARING. SHOULD THE BOARD OF DIRECTORS FAIL TO ACT WITHIN THE PRESCRIBED TIME PERIOD, THE DIRECTOR SHALL BE DEEMED TO HAVE SHOWN SUFFICIENT CAUSE FOR RETENTION AND SHALL BE REINSTATED TO FULL VOTING MEMBERSHIP. A QUORUM FOR SUCH A DETERMINATION SHALL BE ONE LESS THAN THE NORMAL QUORUM REQUIRED FOR THE CONDUCT OF BUSINESS BEFORE THE BOARD OF DIRECTORS. THE BOARD OF DIRECTORS' DETERMINATION SHALL BE FINAL.

(IV) A DIRECTOR WHO HAS BEEN NOTIFIED AND DIRECTED TO SHOW CAUSE UNDER THESE PROVISIONS SHALL NOT VOTE ON ANY MATTER BEFORE THE BOARD OF DIRECTORS UNTIL HE OR SHE IS REINSTATED TO FULL VOTING MEMBERSHIP, EITHER BY A DETERMINATION OF THE BOARD OF DIRECTORS THAT HE OR SHE HAS SHOWN SUFFICIENT CAUSE FOR RETENTION ON THE BOARD, OR BY THE BOARD'S FAILURE TO ACT. HOWEVER, THE DIRECTOR MAY, PENDING DETERMINATION OF THE REMOVAL PROCEEDINGS, ATTEND MEETINGS AND EXERCISE ANY OTHER POWERS OR PERQUISITES OF THE

**OFFICE. NO ACTION OF THE BOARD OF DIRECTORS SHALL BE RENDERED INVALID BY REASON OF THE BOARD OF DIRECTORS' FAILURE TO COMPLY WITH THE PROVISIONS OF THIS SECTION.**

**Amendment to Article II Board of Directors, Section 2.03 Election of Directors: (approved by a majority of those casting votes in the Village Election on April 17, 1999)**

*Add the following language:*

**2.03A. IN ORDER TO SERVE ON THE VILLAGE BOARD, CANDIDATES OWNING PROPERTY IN OAKLAND MILLS MUST, UPON ELECTION, OBTAIN A CERTIFICATE OF COVENANT COMPLIANCE WITHIN 60 DAYS.**

**Amendment to Article II Board of Directors, Section 2.03 Election of Directors (approved by a majority of those casting votes in the Village Election on April 30, 2016):**

*Add the following language:*

**SECTION 2.03 IF AFTER THE DEADLINE DATE FOR THE SUBMISSION OF NOMINATION PETITIONS HAS PASSED THE NUMBER OF CANDIDATES MEETING THE REQUIREMENTS TO BE ELECTED DIRECTOR IS EQUAL 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**

**Amendment to Article II Board of Directors, Section 2.03 Election of Directors (approved by a majority of those casting votes in the Village Election on April 29, 2017):**

**SECTION 2.03 – Change the title to: ELECTION AND REMOVAL OF DIRECTORS**

*Add the following sentence at the end of the paragraph:*

**IF A DIRECTOR IS NO LONGER A MEMBER OF THE ASSOCIATION BEFORE THE EXPIRATION OF THAT DIRECTOR'S TERM, THE BOARD OF DIRECTORS MAY REMOVE THAT DIRECTOR FROM OFFICE AND APPOINT A SUCCESSOR.**

**Amendment to Article IV Board of Directors, Section 4.04 OFFICERS (approved by a majority of those casting votes in the Village Election on April 30, 2016):**

*Add the following language at the end of the section:*

**SECTION 4.04 IF AFTER THE DEADLINE DATE 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 FOR IN ARTICLE 9, SECTION 9, OF THE ASSOCIATION'S ARTICLES OF INCORPORATION.**

**Amendment to Article V, Section 5.03, Fiscal Year (effective March 24, 1976):**

The fiscal year of the Association shall be the twelve calendar months period ending **APRIL 30TH OF EACH YEAR**, unless otherwise provided by the Board of Directors.

**Amendment to Article VIII, Elections (effective as of April 19, 1975):** [see additional amendments to sections 8.01, 8.02, and 8.03 below]

SECTION 8.01. Elections. Elections will be held for Board of Directors and Representative to the Columbia Council on **ANY BUSINESS DAY, OR SERIES OF CONSECUTIVE DAYS, IN THE MONTH OF APRIL IN EACH YEAR. POLLING PLACES WITHIN THE VILLAGE OF OAKLAND MILLS SHALL BE AS SPECIFIED BY THE ELECTION MONITOR COMMITTEE AND WILL BE OPEN FOR VOTING FOR A MINIMUM OF 8 1/2 CONTINUOUS HOURS.** There shall be no electioneering within 100 feet of polling places.

SECTION 8.02. Election Committee. Appointment of the Election Committee.

The Board of Directors of the Association shall appoint an Election Monitor Committee and a Chairman. **THE TIME OF APPOINTMENT WILL BE DECIDED BY THE BOARD OF DIRECTORS EACH YEAR BUT SHALL BE NO LATER THAN 90 DAYS PRIOR TO ELECTION DATE.**

SECTION 8.02. (X) **SELECT ALL DATES REQUIRED FOR THE PREPARATION, AVAILABILITY AND DISSEMINATION OF THE CANDIDATE'S STATEMENT, ABSENTEE BALLOTS AND REGULAR BALLOTS, VOTER ELIGIBILITY CUT-OFF DATE AND GROUP PUBLIC MEETINGS.**

SECTION 8.03 Nominations. Any qualified candidate for Board of Directors or Representative to the Columbia Council must be nominated. Nomination shall be by petition only. The petition, to be circulated by the candidate or by other persons in his behalf and with his consent, will show the full name and address of the candidate, his signature, and the office he is seeking. The nomination petition shall be valid when ten or more members of the Association have signed it Association members shall not be restricted from signing more than one nomination petition. Each candidate shall be nominated for one office only. Each candidate will submit his nomination petition to the Election Monitor Committee for validation. **THE ELECTION MONITOR COMMITTEE WILL ACCEPT NOMINATION PETITIONS. THE ELECTION MONITOR COMMITTEE WILL ACCEPT NOMINATION PETITIONS COMMENCING AT LEAST 45 DAYS PRIOR**

**TO ELECTION DATE. THE NOMINATIONS WILL BE CLOSED NOT LESS THAN THIRTY DAYS PRIOR TO THE ELECTION DATE.**

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, **WILL BE SUBMITTED TO THE ELECTION COMMITTEE CHAIRMAN NO LATER THAN THE DATE ESTABLISHED BY THE COMMITTEE. THE CHAIRMAN WILL ARRANGE WITH THE VILLAGE STAFF TO PREPARE AND DISTRIBUTE, NO LATER THAN FIVE DAYS BEFORE THE ELECTION, IN EITHER A REGULAR OR SPECIAL PUBLICATION, THE NAMES OF ALL CANDIDATES AND THE POSITIONS THEY SEEK. CANDIDATES' STATEMENTS SHALL BE REPRODUCED AT VILLAGE EXPENSE, POSTED IN A CONSPICUOUS PLACE AND MADE AVAILABLE TO ANY PERSON REQUESTING THEM. CANDIDATES' STATEMENTS WILL NOT BE EDITED.** The Board Manager, with such assistance as he may require, shall prepare and distribute no later than five (5) days before the Election, in either a regular or special publication, the names of all candidate, the positions they seek and their prepared statements. Candidates statements will not be edited.

SECTION 8.06 Balloting. Members in good standing pursuant to Article III of the Declaration of the Association as of **THE DATE TO BE SELECTED EACH YEAR BY THE ELECTION MONITOR COMMITTEE, BUT NOT LESS THAN 45 DAYS PRIOR TO THE ELECTION DATE**, shall be eligible to vote in the subsequent annual election. The CPRA assessment rolls and the apartment tenant lists together form the official voter registration list. A list of eligible voters shall be posted at the polling place **DURING VOTING HOURS AND SHALL BE RETAINED BY THE ELECTION COMMITTEE CHAIRMAN FOR FIVE DAYS OR UNTIL THE DISPOSITION OF ANY CHALLENGE AS SPECIFIED IN SECTION 8.09 FOR BALLOTS.** 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 number 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.

**Amendment to Article VIII, Section 8.01. Elections (approved by a majority of those casting votes at the Village Election April 24 and, 25, 1987):**

SECTION 8.01 Elections. Elections will be held for Board of Directors and Representative to the Columbia Council on any business day, or series of consecutive days, in the month of April in each year. Polling places within the village of Oakland Mills shall be as specified by the Election Monitor Committee and will be open for voting for a minimum of 8-1/2 continuous hours. There shall be no electioneering within 100 feet of the polling places **EXCEPT AT THE OAKLAND MILLS SHOPPING CENTER WHERE ELECTIONEERING MAY TAKE PLACE OUTSIDE OF THE EXTERIOR DOORS TO THE CENTER.**

**Amendment to Article VIII Elections, Section 8.01 (approved by a majority of those casting votes in the Village Election on April 25, 1992):**

*Old language:*

There shall be no electioneering within 100 feet of the polling places **EXCEPT AT THE OAKLAND MILLS SHOPPING CENTER WHERE ELECTIONEERING MAY TAKE PLACE OUTSIDE OF THE EXTERIOR DOORS TO THE CENTER.**

*New language:*

There shall be no electioneering within **THE AREA ESTABLISHED ANNUALLY BY THE ELECTION MONITOR COMMITTEE.**

**Amendment to Article VIII, Section 8.01. Elections (approved by a majority of those casting votes at the Village Election April 24 and 25, 1992):**

**SECTION 8.01 Elections.** Elections will be held for Board of Directors and Representative to the Columbia Council on any business day, or series of consecutive days, in the month of April in each year. Polling places within the village of Oakland Mills shall be as specified by the Election Monitor Committee and will be open for voting for a minimum of 8-1/2 continuous hours. There shall be no electioneering within the area established annually by the Election Monitor Committee.

**Amendment to Article VIII Board of Directors, sections 8.02 Election Committee and 8.03 Nominations (approved by a majority of those casting votes in the Village Election on April 24, 2021):**

8.02 (ii) prepare and make available such **CANDIDATE APPLICATIONS** as necessary.

8.02 *Acceptance of **CANDIDATE APPLICATIONS**, Withdrawals, Ballots & Challenges*  
(i) **THE COMMITTEE SHALL ACCEPT ANY VALID CANDIDATE APPLICATION.**

**8.03 EACH CANDIDATE CAN ONLY RUN FOR ONE OFFICE. EACH CANDIDATE WILL SUBMIT A CANDIDATE APPLICATION TO THE ELECTION MONITOR COMMITTEE FOR WITHIN THE TIME-PERIOD SET FOR THE ELECTION. THE ELECTION MONITOR COMMITTEE WILL ACCEPT CANDIDATE APPLICATIONS ONLY DURING THE TIME-PERIOD SPECIFIED, WHICH WILL BE AT LEAST FORTY-FIVE (45) DAYS PRIOR TO THE ELECTION AND NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE ELECTION DATE.**

**RECORDED IN THE LAND RECORDS OF HOWARD COUNTY, MARYLAND  
LIBER 499, PAGE 107**

***Oakland Mills Village Covenants*  
DEED, AGREEMENT AND DECLARATION**

THIS DEED, AGREEMENT AND DECLARATION, made this 7th day of November, 1968, by and between THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation (hereinafter referred to as "HRD"), Grantor, and MILDRED VIRGINIA TRESSLER, unmarried resident of Howard County, 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 or leasehold 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, Easement, Charges and Liens dated the 13th day of December, 1966, by and between CPRA and C. Aileen Ames 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 "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, Oakland Mills 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 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 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 Restriction 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 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 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 Oakland Mills 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 MILDRED VIRGINIA TRESSLER, 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 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 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 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 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 this 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 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 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 (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 me 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 (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 Develoпрnent 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 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 Restrictions;
- (b) failure to include information in such plans and specifications as may have been reasonable requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or Lot 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, 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 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 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 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 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 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 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) reflecting the Property, or any portion thereof, filed and recorded among the Land Records 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 COVENANT 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 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 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 Restrictions 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 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 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 and subject to these 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 Restrictions, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these 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 499, PAGE 121**

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

ATTEST:

THE COLUMBIA PARK AND  
RECREATION ASSOCIATION, INC.

/s/ JOHN MARTIN J ONES, Jr.  
*Secretary*

By /s/ JOHN LEVERING  
*Vice President*

[CORPORATE SEAL]

WITNESS:

/s/ GEORGE A. NILSON

/s/ MILDRED VIRGINIA TRESSLER [SEAL]  
Mildred Virginia Tressler

ATTEST:

THE HOWARD RESEARCH AND  
DEVELOPMENT CORPORATION

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

By /s/ L. P. NAYLOR  
*Executive Vice President*

[CORPORATE SEAL]

STATE OF MARYLAND, HOWARD COUNTY, ss:

I HEREBY CERTIFY that on this 7th day of November, 1968, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared L. P. NAYLOR, Executive 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. said corporation.

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

DORA-ANN SARAU  
*Notary Public*

[NOTARIAL SEAL]

My commission expires: 7/1/69.

STATE OF MARYLAND, HOWARD COUNTY, ss:

I HEREBY CERTIFY that on this 7th day of November, 1968, before me, the subscriber, *a* Notary Public of the State of Maryland. personally appeared MILDRED VIRGINIA TRESSLER, 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.

DORA-ANN SARAU  
*Notary Public*

[NOTARIAL SEAL]

My commission expires: 7/1/69.

STATE OF MARYLAND, HOWARD COUNTY, ss:

I HEREBY CERTIFY that on this 7th day of November. 1968, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared JOHN LEVERING 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.

DORA-ANN SARAU  
*Notary Public*

[NOTARIAL SEAL]

My commission expires: 7/1/69.

**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. Columbia, Village of Oakland Mills, Section 1, "Thunder Hill", Area 1, Sheet 1 of 3, 2 of 3 and 3 of 3, recorded in Plat Book 15, Folio 43, 44 and 45 respectively.
2. Columbia, Village of Oakland Mills, Section 1, "Thunder Hill", Area 3, Sheet 1 of 1, recorded in Plat Book 15, Folio 46.
3. Columbia, Village of Oakland Mills, Section 2, "Village Center", Area 1, Sheet 1 of 3, 2 of 3 and 3 of 3, recorded in Plat Book 15, Folio 60, 61 and 62 respectively.

The following deed was executed, delivered and recorded immediately following the within Declaration and is listed here for information only:

Mildred Virginia Tressler to The Howard Research And Development Corporation, dated November 7, 1968 (reconveying the property described in Exhibit A hereof), recorded in Liber 499, Folio 124, *et seq.*

# Oakland Mills Community Association



**oakland mills**  
we value connections

## Architectural Guidelines

Revised April 2017

The Other Barn, 5851 Robert Oliver Place, Columbia, MD 21045

Telephone: (410) 730-4610 Fax (410) 730-4620

Email: [applications@oaklandmills.org](mailto:applications@oaklandmills.org)

OMCA website: [oaklandmills.org](http://oaklandmills.org)



## OAKLAND MILLS COMMUNITY ASSOCIATION

The Other Barn  
5851 Robert Oliver Place  
Columbia, MD 21045  
[www.oaklandmills.org](http://www.oaklandmills.org)  
April 25, 2017

Dear Oakland Mills Resident,

On the eve of Columbia's 50th birthday, the Oakland Mills Community Association's Board of Directors, Architectural Committee, and Resident Architectural Committee are pleased to present the revised Architectural Committee Guidelines.

Our village is just a few years shy of the 50-year mark, with much to be proud of. Yet we also realize that the years have taken their toll on some of our housing, making it more important than ever to renew our commitment to the original Covenants.

These Guidelines take into account some new elements (like satellite dish antennas and architectural shingles) that weren't around in 1969 when our Village was incorporated.

Nevertheless, the intent remains the same: to maintain the character and improve the appearance of Oakland Mills. We hope these Guidelines will offer a clearer understanding of our Covenants and inspire our residents to maintain and renew the properties we call home.

If you have any questions about these Guidelines, please contact the Covenant Advisor for Applications or any member of the Architectural Committee. We are always happy to work with residents. You can reach us by phone at (410) 730-4610 or by sending an email to [applications@oaklandmills.org](mailto:applications@oaklandmills.org).

We look forward to working with you.

Sincerely,

*The Oakland Mills Architectural Committee*

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## STATEMENT OF RESPONSIBILITY AND AUTHORITY

The attached Architectural Guidelines supplement the Oakland Mills Community Association (OMCA) Covenants, which are legally binding on anyone who owns property in Oakland Mills. Owners receive a copy of the Covenants when they buy their property. Additional copies are available online at [oaklandmills.org](http://oaklandmills.org) or at the OMCA Office in The Other Barn, 5851 Robert Oliver Place, Columbia, MD 21045.

The purpose of the Covenants is to ensure high standards of land use, architectural design, and property maintenance throughout the village. To achieve that goal, the Covenants state:

Anything that changes the exterior appearance of any lot and/or structure in Oakland Mills, any use other than the originally intended use of any lot or structure in Oakland Mills, and any matter which involves the maintenance of any lot or structure in Oakland Mills, is subject to the review of the Oakland Mills Architectural Committee.

The Architectural Guidelines spell out in greater detail the Covenant requirements to uphold high standards of design and maintenance. Since building materials, environmental considerations, and other factors change with time, the Architectural Guidelines are updated at least every 4 years.

The ultimate responsibility for application of the Covenants is vested in the OMCA **Architectural Committee (AC)**, which is composed of all voting members of the Village Board. Each newly elected Village Board selects one member to serve as the **Architectural Committee Chairperson (AC Chair)**, who convenes sessions of the Architectural Committee as needed.

Implementation of the Covenants is broken into two areas: (1) decisions on whether to approve applications for exterior alterations and in-home businesses and (2) resolution of Covenant violations.

The **Covenant Advisor for Applications** administers the process for seeking approval for exterior applications and in-home businesses. (See page 2 for details on how the process works.) The applications are reviewed by the **Resident Architecture Committee (RAC)**, comprising volunteers who meet twice a month. If the RAC decides that an application is consistent with the Architectural Guidelines, it formally recommends that the AC Chair approve the application.

If the AC Chair accepts the RAC recommendation and approves the application, it becomes final. If the AC Chair denies an application, the decision may be appealed to the full Architecture Committee, whose decision is final and binding.

The **Covenant Advisor for Property Concerns** administers the process for resolving complaints about Covenant violations. If a complaint is determined to be valid, the Covenant Advisor sends a letter to the property owner. The letter lists the violations that must be corrected in order for the property to become compliant. (See page 2 for details and timelines.)

If the violations are not corrected in a reasonable time, the full AC can vote to send the violation to the Columbia Association's Architectural Resource Committee (ARC) for possible legal action.

### **LETTER OF COVENANT COMPLIANCE**

Anyone buying property in Columbia assumes responsibility for any existing Covenant violations. Consequently, sellers of homes in Columbia are advised to request a Letter of Compliance when placing a house on the market. Likewise, prospective buyers are advised to ask the seller to obtain a Letter of Compliance well before the settlement date because any non-compliant items become the responsibility of the new owner. The obligation to correct violations transfers to the new owner along with the property.

To obtain a Letter of Compliance, the owner of the property must ask the Covenant Advisor for Property Concerns to conduct an inspection. If the property is free from Covenant violations, a Letter of Compliance is issued. If the inspection reveals violations, the Covenant Advisor notifies the owner of the specific violations. Once these items have been corrected, the Covenant Advisor will re-inspect the property and issue a Letter of Compliance.

### **RECEIVING ARCHITECTURAL APPROVAL**

Application forms for exterior alterations and in-home businesses are available at the OMCA Office in The Other Barn or online at [oaklandmills.org](http://oaklandmills.org). (Click on Buying, Selling, and Maintaining Your Property.) The Covenant Advisor for Applications will be happy to answer questions and assist with any aspect of the process. See Useful Numbers at the end of this document for contact information.

Written approval is required before starting exterior alterations or initiating an in-home business. Otherwise the owner risks the cost of removing the alteration or closing the business if approval of the application is denied.

Please note the following information:

- Maryland law requires homeowners to call Miss Utility before digging, excavating, or altering the surface of the ground in any way. (See Useful Numbers.)

- Townhouse owners should contact their townhouse association, which may have additional requirements or restrictions beyond what is required by the OMCA Covenants. When a property is subject to multiple Covenant agreements, the most restrictive criteria apply.
- No application is required to replace existing approved siding, roofing, windows, and doors of the house and outbuildings if the same color, materials, and style are used.
- No application is required to change from aluminum or wood siding to vinyl siding if the color, style, and orientation will remain the same.
- Generally, any permanent changes to your property (even if made by a previous owner) that have never received AC approval will require an application.

## **THE APPLICATION APPROVAL PROCESS**

Reviewing an application normally takes 16 to 30 days; however, the Covenants allow up to 60 days for review.

### **Step 1: Submission**

Submit a complete, detailed application for exterior alterations or in-home business to the Covenant Advisor for Applications. For OMCA to process an application, it should include the following information, as appropriate:

- Signature of applicant.
- Signatures of at least two neighbors, acknowledging that they have been notified of the proposed alteration or in-home business. (Signature does not imply agreement with the proposal.)
- Site plan or location survey if the alteration will change the footprint of the lot, e.g., a deck, shed, garage, or addition. A site plan or survey is not required for alterations that only change the outward appearance of existing structures, such as siding, windows, or doors.
- Elevation drawings that show the proposed alteration from all sides.
- Colors and samples of materials to be used for the alteration.

## **Step 2: Review by the Resident Architectural Committee (RAC)**

At least one member of the RAC visits each proposed alteration site before presenting the application to the entire RAC at a scheduled meeting, which is open to the public. Applications are discussed in detail. Although the applicant is not required to attend the RAC meeting, it is highly advisable in order to answer questions or consider alternatives. The RAC evaluates each application for compliance with the OMCA Covenants and Architectural Guidelines.

The RAC members then vote on the application and recommend one of the following actions: approved as submitted, approved with specific stipulations, tabled for further study, or denied. The RAC recommendation is forwarded to a member of the Architectural Committee for decision and signature.

## **Step 3: Review by the Architectural Committee (AC)**

An AC member reviews each RAC recommendation and decides whether to accept, revise, or overturn the recommendation. Once the AC member signs the application, it becomes the official decision, which is mailed to the applicant. It is final and binding unless appealed to the full AC, as described below. An applicant who disagrees with an adverse decision may appeal to the full AC.

## **THE APPEAL PROCESS**

**Request for hearing.** An applicant who wants to appeal the decision must submit a request for a hearing within 10 days of receiving the official decision by mail. The request may be made by email to the Covenant Advisor for Applications or in a letter mailed to The Other Barn, 5851 Robert Oliver Place, Columbia, MD 21045. The Covenant Advisor for Applications will notify the applicant when and where the appeal will be held, at a mutually agreed-to time. The hearing is open to the public and generally occurs just prior to a Village Board meeting.

**Hearing.** The AC may call upon the Covenant Advisor for Applications and/or designated RAC members for information regarding the decision under appeal. The applicant, if present, may offer both written and oral information to support the appeal. Other residents may speak at the discretion of the AC Chairperson, who conducts the hearing. Other residents may speak at the discretion of the AC Chairperson. The decision of the full AC is final and may not be appealed again.



# **ARCHITECTURAL GUIDELINES**

## **1.0 AIR CONDITIONERS**

- 1.1 No application is required for new whole-house air conditioners as long as they are placed at the rear of the structure or are replacing an existing air conditioner in any currently approved location.
- 1.2 No application is required for a window unit as long as it is at the rear of the structure, not in plain view, and is removed at the end of the cooling season.
- 1.3 An application is required for all other types of air-conditioning units.
- 1.4 Window or through-wall units should be installed so that they are not visible from open space areas.

## **2.0 ANTENNAS**

### **2.1 Satellite Dish Antennas**

- 2.1.1 No application is required for a satellite dish or a Multichannel Multipoint Distribution Service (MMDS) antenna that is 3 feet 3 inches or less in diameter.
- 2.1.2 Satellite dishes or MMDS antennas that meet the size criteria should also meet the following provisions:
  - 2.1.2.1 Install the dish or antenna in as inconspicuous a location as possible without substantially degrading reception. Possible locations include but are not limited to: a rear deck surface, rear roof, or site adjacent to a chimney.
  - 2.1.2.2 Run and secure associated cables and wires in an inconspicuous location.
  - 2.1.2.3 If the dish or antenna will be in a location other than the roof and will be visible from nearby streets and/or adjoining properties, it should be screened.
- 2.1.3 An application is required for all satellite dishes or MMDS antennas that exceed 3 feet 3 inches in diameter.
- 2.1.4 An application is required for all dishes or antennas, regardless of size, that are mounted on a pole exceeding 12 feet in height from the ground.

### **2.2 Television Broadcast Service Antennas**

- 2.2.1 No application is required for a television broadcast service antenna that is 12 feet in height or less from the roof of the house.
- 2.2.2 Antenna installations that are inside a structure are encouraged. Possible exterior locations for an antenna include but are not limited to an inconspicuous

corner formed by the junction of an exterior flue and wall, rear roof, or adjacent to a downspout.

2.2.3 An application is required for all television broadcast service antenna poles exceeding 12 feet in height from the ground.

### **3.0 ATTIC VENTS**

3.1 No application is required for attic vents and exterior attic vents provided that they meet the following conditions:

3.1.1 No part of the vent protrudes more than 12 inches above the roof.

3.1.2 All exposed vent parts are painted to match the exterior color of the roof or surface from which they project.

3.1.3 The vent must be roof mounted, located on the least visible side of the roof and below the ridgeline, so it is not visible from adjacent streets.

3.1.4 No application is required for ridgeline vents less than 3 inches in height and shingled to match the roof.

3.2 An application is required for all other vent installations.

### **4.0 AWNINGS AND TRELLISES**

4.1 An application is required for all new awnings and trellises.

4.2 The style, color, and materials should be compatible with the architectural character of the house. Cloth or wood is the preferred material.

4.3 Awnings and trellises should be free of decorative embellishment such as contrast trim, scallops, or fringe.

4.4 Awnings and trellises should be proportional to the visual scale of the house to which they are attached.

4.5 Pipe frames for canvas awnings should match the trim or the dominant color of the house. If awnings are removed for winter storage, pipe frames must also be removed.

### **5.0 BASKETBALL BACKBOARDS AND POLES**

5.1 No application is required for portable basketball poles that meet the following conditions:

5.1.1 Poles are located close to the residence, within the building restriction lines when stored.

5.1.2 The backboard is clear plastic, white, or a neutral color.

5.1.3 Basketball nets are maintained in good repair.

5.2 No application is required if a backboard is attached to the front of the house, carport, or garage, and is either clear plastic, white, or a neutral color.

5.3 An application is required for a freestanding pole that is sunk in ground.

5.4 An application is required for a basketball court. The preferred location for a court is behind or beside the house, not facing the street.

## **6.0 CARPORTS**

6.1 Open storage of equipment, trash, or building materials is not allowed unless fully screened.

## **7.0 CHIMNEYS AND SMOKESTACKS**

7.1 An application is required for all new chimneys and smokestacks.

7.2 Brick, stone masonry, or boxing with materials matching the exterior wall are the most architecturally appropriate styles for chimneys.

7.3 Under certain circumstances it may be possible to use a non-enclosed chimney pipe. Exposed pipes will be considered only in inconspicuous locations and provided that they meet the following criteria:

7.3.1 All sections of pipe are plumb.

7.3.2 The pipe is painted to blend with the structure.

7.3.3 Zero-clearance pipe is used and mounted directly against the structure.

7.4 The height of the exposed metal section or the boxed-in chimney shall be determined by the minimum permitted by County building and fire codes. The exposed section should be painted to match the roof.

7.5 Dissimilar chimneys on the same structure should not be used unless it is impossible to see both at the same time.

7.6 Additional chimneys should use existing flue enclosures whenever possible.

7.7 All chimney flashing should be painted to match the adjacent surfaces.

## **8.0 CLOTHESLINES**

8.1 No application is required for umbrella or retractable clothes-drying devices. The devices must be removed from view when not in use unless they are enclosed by a privacy fence or other enclosure which has been approved.

8.2 An application is required for all other clothesline configurations.

## **9.0 COMPOST BINS**

9.1 No application is required for compost bins provided that they meet the following conditions:

9.1.1 The bin should be in the backyard in an inconspicuous location.

9.1.2 The bin should be no more than 16 square feet and no more than 3 feet tall.

9.1.3 The bin should be stirred regularly to speed decomposition and to avoid attracting pests and vermin.

9.2 An application is required for all other configurations.

## **10.0 DECKS, PATIOS, AND WALKWAYS**

10.1 An application is required for all decks, patios, and walkways and for changes to such existing structures.

10.2 Patio and walkway materials should be of a neutral color, such as unpainted concrete, stone, brick, pressure-treated wood, or composite material.

10.3 Decks should be constructed of pressure-treated wood or composite material. Railings should be compatible with the existing architectural style of the house. An application is required for colored stains, seals, or paints on the deck.

10.4 All construction must comply with County code. (See Useful Numbers.)

## **11.0 PERMANENT OUTDOOR ART**

11.1 An application is required for permanent outdoor art, which includes, but is not limited to, statuary, sculptures, and fountains.

11.2 Applications will be evaluated on the object's location, setting, proportions, color, and materials in relation to the surrounding environment.

## **12.0 DOG HOUSES AND DOG RUNS**

12.1 An application is required for all dog houses and dog runs.

12.2 Dog houses and dog runs should be located behind and as close to the house as possible. They should not be located near property lines.

12.3 The colors, materials, and style of dog houses or dog runs should match existing structures or fences as closely as possible. Wire mesh fencing will be considered only to fill the spaces between the rails in fences. (See Fences.)

## **13.0 DOORS AND WINDOWS**

13.1 No application is required for new doors and windows provided that the color, size, and style of new windows or doors do not differ from the existing doors and windows. Changes in materials, such as from wood to vinyl, do not require approval.

13.2 Generally, casement and slider windows are interchangeable.

13.3 New windows and doors should have the same style, size, and color trim as existing windows and doors.

13.4 New windows should be located at the same “head” height as existing windows on the same floor.

## **14.0 DRIVEWAYS**

14.1 Maintenance, repair, or replacement of driveways is the responsibility of the owner or owners. In the case of flag lots or shared driveways, all owners typically share responsibility for maintenance of the shared areas.

14.2 No application is required to replace a driveway provided that the materials, size, shape, and grade do not change from the previously approved driveway.

14.3 An application is required for resurfacing an existing driveway if the material, size, shape, or grade differs from the existing driveway. Changes in grade must be shown on a site plan.

14.4 An application is required for construction of a new driveway. Contact Howard County Department of Licensing and Permits to determine if you also need an entrance permit for the new driveway. (See Useful Numbers.)

14.5 An application is required to expand an existing driveway. The expansion should use the same materials as the existing approved driveway.

14.6 Loose driveway materials (e.g., crushed stone) are unlikely to be approved. Permeable driveways will be considered on a case-by-case basis.

14.7 Driveway aprons may be part of the county right-of-way; if so, the County may require that they remain concrete. Contact the County for clarification. (See Useful Numbers.)

## **15.0 FENCES**

15.1 An application is required for all new fences and changes in configurations of existing approved fences. Open space is a concept that is fundamental to Columbia's plan. The preservation of green space and natural features, as well as a feeling of openness, is a significant difference between Columbia and typical subdivisions. Community open space gives small residential lots a sense of spaciousness. The street sides and many back yards of homes are visually part of the open spaces of our neighborhoods.

15.2 Split-rail fences, 48 inches in height, are commonly approved for property-line fencing. Other types of fences will be considered based on their appearance in relation to the house and compatibility with the surrounding neighborhood.

15.3 Privacy fencing (solid and opaque fences) will be approved only if located near the structure or on a townhouse yard and should not exceed 6 feet in height from the ground.

15.4 Fencing should not extend forward of the rear lines of the house. On corner lots, fences should not extend past the sight line of the house on the street-facing sides or the rear lines of the adjoining houses.

15.5 Fencing should be compatible with any preexisting adjacent fences in height and style. The application to the RAC should include color selection for stain or paint if applicable.

15.6 General guidelines:

15.6.1 Chain-link fences will not be approved.

15.6.2 Hedge fences are typically not approved for property-line fencing.

15.6.3 Property-line fences should not exceed 48 inches in height.

15.6.4 An application is required for the addition of wire mesh to a new or existing fence. Wire mesh may be attached to the interior of an approved fence. It should be a flat dark color and rustproof. Chicken wire is not an acceptable material.

15.7 Gates should be the same material, height, color, and style as the fences to which they are attached.

## **16.0 FUEL STORAGE TANKS**

16.1 Exterior above-ground oil storage tanks are not allowed.

## **17.0 GARDENS**

17.1 No application is required for a garden provided that:

17.1.1 The garden is within 15 feet from the rear of the house.

17.1.2 The garden is less than 200 square feet.

17.1.3 The garden is planted on a grade that does not cause drainage problems to other properties.

17.1.4 Temporary garden fences are removed at the end of the growing season.

17.2 Vegetable gardens must be cleared after the growing and planting season.

17.3 An application is required for all other gardens and for permanent garden fencing.

## **18.0 GARAGE DOORS**

18.1 No application is required for a new garage door if the following conditions are met:

18.1.1 The style is traditional raised panel or flush.

18.1.2 The door is windowless or contains only standard, unembellished windows or door panels. (Embellished elements include stained glass, etched glass, colored glass, or decorative metal pieces.)

18.1.3 The door matches the color of the house siding, shutters, or trim.

18.1.4 The door is constructed of metal, wood, or composite.

18.1.5 All garage doors match if the house has multiple garage doors.

## **19.0 GAZEBOS**

19.1 An application is required for all gazebos.

19.2 Gazebos should be designed and constructed with materials that harmonize with the house.

19.3 The size of the gazebo should be proportioned appropriately to the size of the lot and house.

## **20.0 GRILLS AND FIREPITS**

20.1 An application is required for all permanent grills and firepits and should include location, materials, dimensions, and style.

20.2 An application is required for any refillable propane cylinder exceeding 30-pound capacity.

## **21.0 GUTTERS AND DOWNSPOUTS**

21.1 No application is required for adding gutter guards or replacing gutters or downspouts provided that the color matches the house or trim.

21.2 An application is required for all other changes to gutters and downspouts.

## **22.0 HOT TUBS AND WHIRLPOOLS**

22.1 An application is required for all outdoor hot tubs and whirlpools.

22.2 Hot tubs and whirlpools should be located behind the house.

22.3 Screening, fencing, and landscaping are encouraged to provide privacy.

Note: Check Howard County for required safety measures, such as secure locking lids or fences for hot tubs and whirlpools.

## **23.0 IN-HOME BUSINESSES**

23.1 An in-home business is any business or commercial enterprise conducted on a residential lot, except for licensed in-home day care, as provided in the Maryland Real Property Code. It is neither the intent nor the desire of the AC to regulate the lifestyle of village residents; however, the AC is responsible for ensuring that in-home businesses do not adversely affect the character of the neighborhood.

23.2 Under this guideline, assisted living is considered an in-home business.

23.3 An application is required for all in-home businesses, unless all of the following are true:

23.3.1 The business has no clients, sales people, or others visiting the house in connection with the business.

23.3.2 The business has no employees other than the property owner.

23.3.3 The business has no sign or other advertising device posted on the property.

23.3.4 The business is conducted solely by telephone or computer.

23.4 To receive approval, the application must meet the following conditions:

23.4.1 The applicant for an in-home business must reside on the property.

23.4.2 The business may employ only one person in addition to those residing on the property.

23.4.3 The business must be clearly incidental or secondary to the residential use of the property.

23.4.4 The business must not require the use of a commercial vehicle or require one to be parked on the property, except when enclosed in a garage.

23.4.5 The business must not involve the sale of goods or merchandise from the property.

23.4.6 The business must not require the outdoor storage of materials, equipment, or supplies.

23.4.7 The business must not require the alteration of the dwelling unit in any way that would make it unsuitable for future use as a residence or require the construction of accessory buildings.

23.4.8 The business must not create safety hazards, noxious odors, or excessive noise, or increase pedestrian or vehicular traffic.

23.4.9 The business must not make unusual demands on community facilities or services.

23.4.10 The business must not use Columbia Association open space.

23.4.11 The business may not have signs or advertising devices of any nature anywhere on the lot, including advertisements on vehicles. Small nameplates on doors or adjacent to doorbells are permitted.



23.5 Conditions for maintaining an in-home business:

23.5.1 Approval of an in-home business is non-transferable.

23.5.2 Any architectural or operational variance from the terms of an approved application will require a new application.

23.6 No approval is required for occasional businesses, such as lemonade stands and yard sales, provided all evidence of the use is removed at night.

## **24.0 LANDSCAPING**

24.1 No application is required for individual shrubs, foundation plants, annual beds, perennial beds, or ground covers. Invasive plants should be avoided. (See Appendix for the current list posted by the Maryland Department of Natural Resources.)

24.2 An application is required for:

24.2.1 Any plantings used as a hedge, windbreak, or screen.

24.2.2 Landscaping that involves a change of grade or slope.

24.2.3 Landscaping that involves the installation of a wall or any other structure.

24.2.4 Artificial features such as fences, landscaping rocks, railroad ties, birdbaths, ornaments, or any other permanent landscaping feature. (See 11.0 for Permanent Outdoor Art.)

24.2.5 Rain gardens require an application. (See Appendix for information on the Columbia Association's Cost Sharing Program for rain gardens.)

## **25.0 LIGHTING**

25.1 No application is required for replacing a light fixture with a similar color and style in the same location on the structure or property.

25.2 No application is required for new lighting that suits the style of the residence provided that the following conditions are met:

25.2.1 Lighting located on the front of the house is covered or enclosed in a fixture.

25.2.2 Lighting is not invasive or directed to adjacent properties.

25.2.3 Lighting is not harsh in color or intensity.

25.2.4 Post lights do not exceed 6 feet in height from the ground.

25.2.5 Light fixtures are designed for residential use.

25.2.6 Light fixture is consistent with other fixtures on the structure.

25.3 An application is required to install a post light in a new location.

25.4 No application is required for temporary lighting for seasonal decoration, holidays, and festival use; however, such lighting should be removed within 30 days after the holiday or event.

## **26.0 MAINTENANCE**

26.1 Section 6.01 of the Oakland Mills Village Covenants states:

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

“Consistent with good property management” refers to the appearance of the lot in general, including, but not limited to, lawn, trees, shrubs, buildings, or improvements. Note: Howard County code makes property owners responsible for maintaining their sidewalk and driveway apron areas; this includes removing snow and ice.

26.2 The Covenants further state: “No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any lot...” This includes, but is not limited to, garbage, items no longer in use, vehicle parts, dead vegetation, and tree branches.

26.3 Seasonal items and tools may not be stored in the open. Ladders must be stored inconspicuously.

26.4 Trash Containers and Recyclables. Except on the scheduled trash day, containers should be stored out of sight. Trash should not be put out earlier than the afternoon before pickup day and should be out of sight by the end of trash collection day. No refuse, trash, or bulk items may be accumulated or stored on any lot.

Note: Information on the use of the Howard County landfill may be obtained by calling 410/313-5410. For other trash information call 410/313-SORT (7678).

26.5 Maintenance of each property shall be done in a manner and with such frequency as is consistent with good property management, including but not limited to:

26.5.1 Bulk Items. Bulk items are not to be stored or accumulated on any lot (including in carports). Store bulk items out of sight or discard them.

26.5.2 Cul-de-Sacs. Maintenance of the cul-de-sac islands is the responsibility of the residents.

Note: Trees within the cul-de-sac island are considered street trees and are the responsibility of Howard County (see 26.5.21).

26.5.3 Driveways. Driveways that are deteriorating need to be repaired or replaced.

26.5.4 Fences. Fences should be in good repair, standing straight with no broken or missing boards and no peeling paint.

26.5.5 Grass. Grass should be mowed and trimmed on a regular basis during the growing season. Tall weeds and overgrown vines should be trimmed or removed. Landscaped areas should also be kept free of weeds and overgrown plant material.

26.5.6 Gutter and Downspouts. Gutters and downspouts should be in place and secure, with no peeling paint. Gutters should be free of debris and dirt, and downspouts should not be clogged. All drain extensions must be buried below ground. Drainage runoff and overflow must be properly diverted.

26.5.7 Holiday Decorations. Holiday decorations should be removed within 30 days after the holiday.

26.5.8 House Numbers. Every house must display a number that is easily visible from the street. (Howard County prohibits painting house numbers on curbs.)

26.5.9 Lampposts and Exterior Lighting Fixtures. Lampposts should stand straight and be free of rust. Light fixtures should not be crooked or have missing or broken light bulb coverings. Globes to cover the light bulbs should always be in place.

26.5.10 Leaf and Tree Debris. Fallen leaves, branches, and twigs should be cleared from the yard, roof, and gutters on a regular basis. Do not rake leaves and debris into the street, surrounding properties, open space, or ravines.

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

26.5.12 Paint. There should be no peeling paint or rotted wood on structures.

26.5.13 Patios and Walkways. Patios and/or walkways that are crumbled or raised should be repaired or replaced.

26.5.14 Roof. The roof should be in good repair and of all one color. There should not be any accumulation of debris on the roof.

26.5.15 Screens. Screens must be in good repair and should fit properly.

26.5.16 Shrubs. Shrubbery should not be overgrown; for example, foundation plantings should not block windows. Dead shrubs should be removed and properly disposed of.

26.5.17 Sidewalks. Damaged sidewalks should be reported to the County for repair.

Note: Howard County code makes the property owner responsible for maintenance of adjacent sidewalks, including edging, weeding, and removal of snow and leaves. This means if your lot abuts any section of a sidewalk, you are responsible for that portion of the sidewalk. Maintenance of the grass areas between the sidewalk and curb are also the responsibility of the adjacent property owner; this includes mowing, trimming, and weeding.

26.5.18 Siding. Siding should be secure, intact, and free of rotting wood, dirt, plant growth, and mold.

26.5.19 Standing Water. Care should be taken to keep property free from standing water per Howard County Health Department recommendations.

26.5.20 Street Trees and Cul-de-Sac Island Trees. Problems with street trees should be brought to the attention of Howard County Bureau of Highways by phone at 410/313-7450 or online using SeeClickFix.com.

26.5.21 Windows. Window frames and sills must be kept in good repair, free of peeling or fading paint. Broken or fogged panes must be repaired or replaced.

## **27.0 NEW CONSTRUCTION, RENOVATION, AND DUMPSTERS**

27.1 An application is required for all new construction, including, but not limited to, teardowns done prior to building a new home on an existing lot, additions, and new outbuildings, such as garages, greenhouses, porches, and carports.

27.2 If new construction will begin with a teardown, the application must include an anticipated date for the teardown of the existing house or structure.

27.3 For all new construction, applications should include the following:

27.3.1 Elevation drawings (with dimensions) of all sides of the house showing style, siding or façade materials, window placement, door and garage door placement, roof lines, walkways, driveways, porches, decks, gutters, shutters, and skylights. Elevation drawings do not have to be done professionally but should be easy to read and understand.

27.3.2 Site plan showing full footprint of house and other structures as submitted to the County for a building permit.

27.3.3 Description and color samples of all exterior building materials.

27.3.4 Landscape plan.

27.3.5 Lighting plan.

27.3.6 Timeline of start date and completion date for the new construction.

27.4 New construction should not adversely affect drainage conditions on adjacent properties through changes in grade or other significant runoff conditions, including conditions during construction.

27.5 If the corners of the proposed structure are different from the existing house, residents should stake out these corners to provide a visual reference.

27.6 New construction should not significantly impair the view of adjacent residences.

27.7 New construction should not create situations in which neighbors will have difficulty adding to, modifying, or maintaining their dwellings.

27.8 Consideration should be given to the scale and architectural style of the proposed construction as it relates to the lot and other properties in the neighborhood.

27.9 Additions should be architecturally consistent with the existing shape, style, color, and size of the dwelling, including siding, windows, doors, roofing, etc.

27.10 Roof eaves and fascia should be the same depth, style, and approximate height as existing eaves and fascia; new roofs should have the same slope as the existing roof.

27.11 Any construction close to Columbia Association open space must not adversely affect that open space.

27.11.1 Contact the CA Open Space Management Division for permission to use open space prior to any construction. The owner is responsible for ensuring that contractors do not dump materials or damage open space. (See Useful Numbers.)

27.12 Any request for extensions of the timeline must be submitted in writing to the Covenant Advisor for Applications.

27.13 Work should be done in a professional manner. Trash, bulk materials, and general disruption of the work site should be kept to a minimum.

27.14 Any changes to the original application that occur during the planning or building phases of construction, including those made by the County or other authorities, will require a new application.

27.15 Dumpsters. When renovation or construction requires the use of a dumpster, the following restrictions apply:

27.15.1 One dumpster is permitted on residential property for no longer than 30 days without an application. Containers that remain beyond 30 days require an application.

27.15.2 The Covenant Advisor must be notified of the arrival date of the dumpster. OMCA approval of the temporary use of the dumpster does not supersede Howard County Planning and Zoning regulations.

## **28.0 PAINTS AND STAINS**

28.1 No application is required for repainting or restaining if using the previously approved color.

28.2 An application is required for changes in color, saturation, or hue of any exterior surface. The applications should include a sample or swatch.

## **29.0 PLAY EQUIPMENT**

29.1 No application is required for play sets that are less than 10 feet high and 15 feet wide if they are located to the rear of the house.

29.2 No application is required for sandboxes that are less than 10 feet wide, 10 feet long, and 1 foot high.

29.3 An application is required for all other permanently installed play equipment, including play houses, regardless of size.

29.4 Play equipment should be located behind the house and at least 10 feet from the rear and side property lines.

### **30.0 PORTABLE STORAGE UNITS**

30.1 One portable storage container is permitted on residential property for up to 30 days without an application. Containers that remain beyond 30 days require an application.

30.2 The Covenant Advisor must be notified of the arrival date of the container. OMCA approval of the temporary use of the portable storage container does not supersede Howard County Planning and Zoning regulations.

### **31.0 RADON REMEDIATION EQUIPMENT**

31.1 No application is required for radon remediation equipment.

31.2 Radon remediation pipes should be placed in an inconspicuous location and should be painted to be consistent with the surface to which it is attached.

### **32.0 RAIN BARRELS**

32.1 An application is required for all rain barrels.

32.2 Applications should contain the following:

32.2.1 Height, diameter, and capacity of the rain barrel.

32.2.2 Style, color, and material of barrel and supporting structures.

32.2.3 A screening plan.

32.2.4 Sample of pavers and dimensions of pad, if applicable. To be sure that the rain barrel does not pose a safety hazard, place it on a secure level surface. Pavers or a concrete pad should be used to keep the rain barrel level.

32.2.5 Location of rain barrel.

32.3 Number of rain barrels should not exceed the number of downspouts.

32.4 Rain barrels should be screened to prevent mosquito larva.

32.5 Drainage, overflow, and runoff must be properly diverted and cannot flow onto neighboring properties.

### **33.0 RENTAL PROPERTIES, BOARDERS, AND SHARED LIVING**

33.1 Property owners are held responsible for Covenant compliance of the property and for disclosure of Covenant requirements to tenants.

Note: Howard County requires that rental units be licensed. The Department of Inspections, Licensing and Permits inspects and regulates rental units. (See Useful Numbers.)

### **34.0 RE-SIDING, REROOFING, AND RESTYLING**

34.1 No application is required when replacing siding or roofing when the same color, material, and style of the most recently approved roof or siding are used.

34.1.1 No application is required when changing from wood to other siding material provided that the color, width, style, placement, and orientation remain the same as was previously approved.

34.1.2 No application is required when replacing the roofing with an architectural shingle (or vice versa), if the color remains the approved color.

34.2 Garages, carports, and attached sheds must be resided and/or reroofed at the same time as the house and must match the house siding/roof shingles exactly.

34.3 A complete application is required for all other siding and roofing and for all restyling.

34.4 Changes in color or materials or changes in architectural style should be compatible with the styles, colors, and construction of neighboring houses.

34.5 Mixing window styles such as casements and/or sliders with double-hung windows is discouraged. Choose a window style that is appropriate for the style of house.

### **35.0 SHEDS**

35.1 An application is required for all sheds.

35.2 A site plan showing the shed location must be submitted with the application.

35.3 Sheds designed to match the house should be located as close to the house as possible, preferably attached to the house. Roofing, siding, and trim materials should be of the same type and color as the house.

35.4 Freestanding sheds that are placed away from the house should blend into the background and be painted neutral colors such as dark brown, dark green, or tan.

35.5 Freestanding sheds must not be located on a common property line with adjacent residences.

35.6 More than one shed per property is discouraged.

35.7 Sheds should be proportional to the house and lot and should be no bigger than 10 feet wide by 12 feet long.

35.8 Metal sheds should be rust proof.

35.9 Sheds should be placed behind the front sight lines of the house when possible.

## **36.0 SIGNS**

36.1 For purposes of this guideline, the Village of Oakland Mills follows the Howard County Sign Code.

36.2 No application is required for:

36.2.1 Temporary signs advertising the sale or rental of residential property. No temporary sign shall be larger than 20 by 28 inches or stand more than 3 feet above the ground measured from the top of the sign.

36.2.2 Political signs associated with official elections. Enforcement of any restrictions on political signs are referred to the Howard County Sign Officer.

36.2.3 Garage sale signs, provided they are removed at the end of the day of the sale.

36.2.4 House number signs should display the number in a size and color that can easily be seen from the street.

36.3 An application is required for all other temporary signs, permanent signs, or other advertising devices.

36.3.1 Applications for a sign should include detailed drawings of the sign, including lettering, size, color, materials, and exact location on a plat/survey of your property.

36.4 Signs must be maintained in good condition.

## **37.0 SKYLIGHTS**

37.1 An application is required for all skylights.

37.2 The frame should blend with the roof.

## **38.0 SOLAR PANELS**

38.1 An application is required for all solar panels.

38.2 Solar panels on a sloping roof should be parallel to the roof surface; solar panels on a flat roof should be set back from the edge of the roof as long as the placement does not interfere with the functioning of the panels.

38.3 All wiring, accessories, and structures must be inconspicuous and match the adjacent element of the house.

38.4 To the extent possible, freestanding collectors should be located behind the structure and installed inconspicuously.



## **39.0 STORM WINDOWS, STORM DOORS, AND SCREENS**

39.1 No application is required for new screens or storm windows provided that the color and style match the existing windows.

39.2 No application is required for screen or storm doors as long as color and style match the existing approved door or window trim, without embellishment.

39.3 An application is required for all other types of door and window alterations. (See Doors and Windows.)

## **40.0 SWIMMING POOLS**

40.1 No application is required for portable children's wading pools less than 8 feet in diameter and 24 inches in depth.

40.2 An application is required for all other swimming pools. Above-ground pools, with the exception of children's wading pools, will not be approved.

40.3 The effect of noise and lighting on neighboring properties will be a primary consideration when deliberating on applications for pools.

40.4 A fence compatible with the design and style of the house is required to enclose the pool, pool deck, and related equipment.

40.4.1 The fence must meet the fencing guidelines and may be subject to County requirements.

40.5 Landscape buffers such as shrubs and planting beds are encouraged to soften the visual impact of the pool and fencing.

40.6 Pools should be located behind the house.

40.7 Pool covers should be kept in good condition, free of debris and standing water.

## **41.0 TREES**

41.1 An application is required for removing any tree, living or dead, whose trunk is over 6 inches in diameter when measured at a point 2 feet above the ground.

41.2 Stumps must be cut flush with or below ground level or ground out of the land.

41.3 New planting of trees should take into consideration both proximity to a neighbor's property and the size of the tree when fully grown.

41.4 Applications for tree removal should include a plan for replacement if:

41.4.1.1 In the case of a single-family house, there are fewer than three trees on a single-family lot, excluding street trees planted in the County right-of-way.

41.4.1.2 In the case of a townhouse, there are no trees in the front yard.

## **42.0 VEHICLES, BOATS, TRAILERS, AND CAMPERS**

42.1 Major repair or renovation of vehicles, including, but not limited to, automobiles, vans, SUVs, trucks, tractors, boats, trailers, and campers is prohibited on the property, except in enclosed garages.

42.2 The following shall not be parked or stored in the open: boats, trailers, campers, recreational vehicles, inoperable vehicles, unregistered vehicles, commercial vehicles, and any vehicle larger than a standard parking space.

42.3 Discreet business lettering on vehicles requires AC approval. Vehicles with prominent commercial lettering may not be stored or parked in the open.

42.4 No vehicle may be parked on the grass.

## **43.0 WOODPILES**

43.1 No application is required for woodpiles.

43.2 Woodpiles should be located behind the house or in an inconspicuous location.

43.3 Any material used to cover the woodpile should be neutral in color.

43.4 Woodpiles should be stacked and maintained in good order.

## APPENDIX

### USEFUL NUMBERS

Covenant Advisor for Applications: [applications@oaklandmills.org](mailto:applications@oaklandmills.org) 410-730-4610

Covenant Advisor for Property Concerns: [propertyconcerns@oaklandmills.org](mailto:propertyconcerns@oaklandmills.org)

Columbia Association Open Space Management: 410-381-0194

Howard County Department of Inspections, Licenses and Permits: 410-313-2455

Howard County Department of Planning and Zoning: 410-313-2350

Howard County Department of Highways: 410-313-7450

Howard County Landfill and Trash: 410-313-6444

To report a problem that is the responsibility of Howard County, such as damaged street signs or dead trees in the median strip, cul-de-sac, or strip between the street and sidewalk, go online to the following website: <https://seeclickfix.com/report>

Howard County Animal Control: 410-313-2780

Non-Emergency Police: 410-313-2200

Miss Utility: Online at [www.missutility.net](http://www.missutility.net) or by phone at 800-257-7777

Maryland Department of Natural Resources List of Common Invasive Plants:

<http://dnr2.maryland.gov/wildlife/Pages/habitat/wabadplants.aspx>

University of Maryland Extension/Howard County Master Gardeners:

<http://mastergardener.umd.edu/local/howard/index.cfm>

Note: The Columbia Association sponsors a Rain Garden Cost Share Program. Their brochure contains detailed designs and plant suggestions for three different styles of rain gardens. You may view it online or pick up copies at The Other Barn.

## **OAKLAND MILLS ARCHITECTURAL COMMITTEE BY-LAWS**

**APPROVED BY THE OAKLAND MILLS BOARD OF DIRECTORS: 4/10/90** *amended 2/13/96*

### **I. Purpose**

The Oakland Mills Covenants empower the Oakland Mills Architectural Committee (AC) to perform certain functions relating to architectural, maintenance, and land use matters. These by-laws establish the procedures which the Architectural Committee will use in performing those functions. Nothing in these by-laws may be interpreted in a way which would contravene the Oakland Mills Covenants.

### **II. Membership**

#### **General Membership**

The Oakland Mills Architectural Committee (AC) is comprised of the members of the Oakland Mills Village Board of Directors. A majority of the Board members will be appointed as Architectural Committee members by the Columbia Association. The remaining Board members will be designated Architectural Committee members by the Board of Directors.

Before an appointment to the AC is made, a statement shall be secured stating that the nominee is not aware of a current covenant violation on any lien property owned by him/her, nor aware of any pending application, violation, or litigation in which he/she would have a conflict of interest. If a conflict of interest arises following appointment, the conflict shall be immediately disclosed and that member shall abstain from any vote in the matter.

The Chairperson of the Architectural Committee (AC Chair) will be selected by the Board of Directors. In the absence of the Chairperson any other Committee member may serve as acting Chairperson.

If a Village Board member is unable to serve as an Architectural Committee member, a majority of the Board members will appoint a member of the community to serve, until such time as the Board member is able to serve as an Architectural Committee member.

The Covenant Advisor shall annually inspect the residences of all members of the Architectural Committee to insure that they are in compliance with the Covenants and Guidelines. No member of the Architectural Committee may vote on any architectural matter until his/her residence is in compliance.

#### **Removal of Members**

A motion for removal of a member of the Architectural Committee may be made to the Village Board by any two members of the Committee for three unexcused absences from regularly scheduled committee meetings in a sixth month period, failure to perform committee duties, or disregard for the Covenants and Guidelines and their enforcement. Removal of an AC member requires a majority vote of the Village Board.

### **III. Meetings**

Meeting of the Architectural Committee will be held as needed and will be called by the Chairperson of the Architectural Committee. Committee members will be notified of the time and place of each meeting and the meeting notice will be posted in a public place. Architectural Committee meetings will be open to the public except for discussions relating to current litigation, personnel matters, and other matters listed as exceptions to the public meeting requirement in the Maryland Homeowners Act.

Architectural Committee meetings will be governed by parliamentary law as set down in Roberts Rules of Order.

### **IV. Procedures**

#### **A. Applications and Appeals**

1. Applications for exterior alterations and in-home businesses will be reviewed by the Resident Architectural Committee which will make a recommendation to the Architectural Committee Chairperson on the acceptability of the proposed change or business. The AC Chair will review each application and recommendation and will, through the Covenant Advisor, issue the Architectural Committee decision to the applicant. The Chairperson may decline to make a decision on any application and may instead ask the entire Architectural Committee to make the decision. There can be no appeal of a decision made by the entire Architectural Committee.

2. A decision made by the Architectural Committee Chairperson may be appealed by the resident proposing the alteration or in-home business provided the request for appeal is made within ten days of the resident's receipt of the decision. The date, time, and location of the appeal meeting will be set by the Architectural Committee Chairperson who will notify the applicant and committee members.

3. Information relating to the matter being appealed will be made available to each member of the Architectural Committee prior to the meeting at which the appeal is discussed. Members are also expected to inspect the property prior to the meeting. The appeal will be discussed at a public meeting which must be attended by a majority of the members of the Architectural Committee. At the appeal meeting the AC Chairperson may call upon the Covenant Advisor and the Chairperson of the Residential Architectural Committee or designated representative for information relative to the case being appealed. The appellant, if present, will be allowed to present both written and oral information to support his or her appeal. Other residents will be permitted to speak at the discretion of the AC Chairperson.

4. The decision of the Chairperson of the Architectural Committee, as written on the application, can be changed only by a majority vote of all of the members of the Committee. No proxies will be permitted. If the committee is made up of 4 or 5 members, 3 votes are necessary to change the written decision of the AC Chairperson; if there are 6 or 7 members on the Committee, 4 votes are necessary to change the written decision. An abstention will not be considered as a vote. The decision of the Architectural Committee may be tabled but will be made at a public meeting to which the appellant is invited. The decision of the Architectural Committee is final and binding.

#### **B. Covenant Violations**

1. Report of possible violations of the Oakland Mills Covenants are investigated by the Covenant Advisor who will determine whether reported problems are violations of the Oakland Mills Covenants. The Covenant Advisor will attempt to resolve Covenant violations



and will report those which cannot be resolved to the Architectural Committee.

2. Architectural Committee members will visit the site of violations reported by the Covenant Advisor and will, at a public meeting, determine whether to send a 15-Day Notice. If such a notice is sent and there is no acceptable response, the Architectural Committee may recommend that the board of Directors ask the Columbia Association to join it in legal action to resolve the violation.

**C. Guidelines**

The Architectural Committee will issue Architectural Guidelines and will review them at least every four years. Guidelines will be made available to the public free of charge and any revision or new edition will be deposited with the Howard County Clerk of Courts.

**D. Certificates and Letters of Compliance**

1. A Certificate of Compliance is a formal notarized statement that a property is in compliance with the village Covenants as of the date of inspection. A Letter of Compliance is similar to a Certificate of Compliance but does not require notarization. Both the Certificate and Letter may be signed by the Covenant Advisor after a property inspection.

2. A Letter of Non Compliance states that a property is not in compliance with the Covenants and indicates the action necessary to bring the property into compliance. This Letter may be signed by the Covenant Advisor or the AC Chairperson or, in the absence of the Chairperson, by any Architectural Committee member, after a property inspection.

3. A certificate of Compliance and a Letter of Compliance may be requested by the property owner, the owner's representative, or by the developer.

**E. Special Situations and Sub Division**

1. Property alterations or new businesses which could have a major impact on the Village may be reviewed by the Architectural Committee prior to the submission of detailed plans to the Resident Architectural Committee. The purpose of such a review is to allow the public to comment on the proposal and to permit a discussion of the concept before further plans are developed. Details approved by the Architectural Committee will not be reviewed by the Resident Architectural Committee.

2. The subdivision of any property in Oakland Mills will be reviewed by the Architectural Committee which may ask for a recommendation from the Resident Architectural Committee. The decision of the Architectural Committee will be made at a public meeting after consideration of written and oral arguments. The decision of the Architectural Committee is final and binding.

**V. Suspension of the Rules**

Any provision of these By-Laws, except a provision required by the Covenants or by law, may be suspended in accordance with parliamentary procedure. Suspension of the rules requires a two-thirds vote and must refer to a specific rule.

**VI. Amendment to the By-Laws**

Any resident of Oakland Mills may propose an amendment of these By-Laws which shall be submitted in writing to the Chairperson. The proposed amendment must be presented to the Village Board at the next regular meeting and acted upon within a reasonable time frame. After receiving a simple majority vote, the amendment shall be adopted.

**Architectural Committee Information Sheet**  
**For Prospective Board Members 2024**

***I. What is the Architectural Committee?***

The OM Architectural committee (AC) is comprised of all members of the Oakland Mills Board of Directors. The AC is empowered by the Oakland Mills Covenants to perform certain functions relating to architectural, maintenance and land use matters. The Architectural Committee by-laws establish the procedures which the AC will use in performing those functions.

\*Please review the attached page outlining the property compliance requirements for Board and AC members.

***II. Residential Architectural Committee***

The Residential Architectural Committee (RAC) is a recommending body to the Architectural Committee, tasked with the initial review of architectural changes to property submitted by residents providing Exterior Alteration and In-Home business applications.

***III. Functions of the Architectural Committee***

- Final approval of exterior alteration and in-home business application decisions of the RAC by way of single member signature, usually the AC Chair.
- Conduct architectural appeals
- Authorize 15-day notices and legal action for unresolved covenant violations
- Perform Guideline Revisions as per policy
- Other responsibilities as applicable and relevant to the village.

***III. Covenants***

The covenants of the village of Oakland Mills are documents that run with the land and property in Columbia and its villages. All who live on or purchase land in the village or Columbia agree to abide by them, under the law, as lot owners or residents. The covenants are the documents on which all village and architectural committee matters are based, so it is important to read and familiarize yourself with them before becoming a member of the Oakland Mills Village Board and AC.

**Covenant Advisors' Contact Information:**

Violations:	Karina Caico	<a href="mailto:propertyconcerns@oaklandmills.org">propertyconcerns@oaklandmills.org</a>
Applications:	Michael Vaughn	<a href="mailto:applications@oaklandmills.org">applications@oaklandmills.org</a>
Letters of Compliance:	Carrie Wenholtz	<a href="mailto:loc@oaklandmills.org">loc@oaklandmills.org</a>

## **Approved by Oakland Mills Board Aug. 8, 2017**

### **Current By-Law:**

Amendment to Article II Board of Directors, Section 2.03 Election of Directors.  
(approved by the majority of those members casting votes in the Village Election on April 17, 1999)

IN ORDER TO SERVE ON THE VILLAGE BOARD, CANDIDATES OWNING PROPERTY IN OAKLAND MILLS, MUST, UPON ELECTION, OBTAIN A CERTIFICATE OF COVENANT COMPLIANCE WITHIN 60 DAYS.

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### **By-Law Policy Implementation:**

Upon election, all board members who own property in Oakland Mills must obtain a Letter of Covenant Compliance. If the Covenant Advisor determines that the property is not in compliance, the member must bring it into compliance within 60 days of the beginning of the Association's business year, May 1. Board members who do not bring their property into compliance within 60 days will be removed from the Board of Directors for the remainder of the Association's business year (May 1 – April 30).

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- 1) **Between April 1 and April 20**, the Covenant Advisor will inspect each candidate's property and issue a Letter of Covenant Compliance or a Letter of Non-Compliance.
  - A letter to a non-compliant candidate must include the text of the by-law amendment with a reminder that the property needs to be brought into compliance within 60 days of the the start of the business year (May 1) if that candidate is elected. It must instruct the non-compliant candidate to contact the Covenant Advisor, if elected, to acknowledge receipt of the letter, submit a timeframe for compliance, and request a date for re-inspection.
  - Copy of Letters of Non-Compliance and Letters of Compliance must be sent to Village Manager, Board Chair(s), and Architecture Committee Chair.
- 2) **May 31, 30 Days after the start of the business year:** If the non-compliant member does not respond to the Covenant Advisor after 30 days, the Covenant Advisor will send the board member a second letter.



- Content of letter to include a reminder of the 60-day deadline, a request that the Board Member contact the Covenant Advisor with a timeline, and a date for re-inspection.
  - Copy of 30-day reminder letter to be sent to the Village Manager, Board Chair(s), and Architecture Committee Chair.
- 3) **June 20, 50 Days after the start of the business year:** Covenant Advisor will give a status update to the Village Manager, Board Chair(s), and AC chair on all Board Members who have properties that remain out of compliance. This will include correspondence between Covenant Advisor and Board member as well as a summary of conversations and copies of emails.
- 4) **June 30, 60 Days after May 1:** If the property remains out of compliance at this point, the non-compliant member is permanently removed from the board for the remainder of that board's term.

**Approved by Oakland Mills Board Aug. 8, 2017**

Village: Oakland Mills  
Fiscal Year: FY24  
Date Prepared: 4/25/2023-Revised 6/1/2023

BOARD APPROVED OPERATING BUDGET

	Budget FY24	Budget FY23	Estimate FY23	Budget Variance FY23 to FY24 \$ %		Current Year Est vs. Next Year Budget \$ %	
<b>REVENUES</b>							
1 CA Annual Charge Share	377,874	362,910	362,908	14,964	4%	14,966	4%
A. CA Base Annual Charge Share	336,454	327,188	327,188				
B. CA Medical Reimbursement	39,763	34,034	34,032				
C. Other CA Reimbursement	1,657	1,688	1,688				
D. Payment to CA for excess cash reserves	0	0	0				
2 Lease & Rental	165,000	144,050	236,533	20,950	15%	(71,533)	-30%
A. Room Rentals	135,000	115,000	200,000				
B. Leases	29,000	28,000	35,000				
C. Retained Deposits	1,000	1,050	1,533				
3 Tuition & Enrollment	0	0	0	0	#DIV/0!	0	#DIV/0!
A. Classes	0	0	0				
B. Camps	0	0	0				
C. Other	0	0	0				
4 Interest	20	20	70	0	0%	(50)	-71%
5 Special Events	16,000	18,000	16,070	(2,000)	-11%	(70)	0%
6 Fees	0	30	9	(30)	-100%	(9)	-100%
A. Copier	0	0	0				
B. Late Fees	0	0	0				
C. Postage	0	0	0				
D. Notary	0	30	9				
E. Other	0	0	0				
7 Miscellaneous	400	500	620	(100)	-20%	(220)	-35%
A. Sales	400	500	620				
B. Newsletter Ads	0	0	0				
C. Catering/Food Service	0	0	0				
D. Other	0	0	0				
8 Gain/loss on Disposal of Asset	0	0	0	0	#DIV/0!	0	#DIV/0!
<b>Total Income</b>	<b>559,294</b>	<b>525,510</b>	<b>616,210</b>	<b>33,784</b>	<b>6%</b>	<b>(56,916)</b>	<b>-9%</b>

*Jonathan L. Hill*

Check (Next year income minus current year income minus total variance)... should = 0

0

0

Village: Oakland Mills  
Fiscal Year: FY24

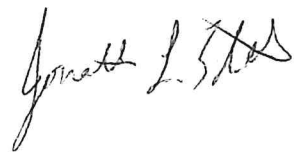
## BOARD APPROVED OPERATING BUDGET

	Budget FY24	Budget FY23	Estimate FY23	Budget Variance FY23 to FY24 \$ %		Current Year Est. vs. Next Year Budget \$ %	
<b>EXPENSES</b>							
9 Staff Salaries	305,000	300,000	293,025	5,000	2%	11,975	4%
10 Janitorial Wages	5,400	4,400	5,417	1,000	23%	(17)	0%
11 Contract Labor	4,000	4,000	3,922	0	0%	78	2%
12 Payroll Benefits	45,000	39,000	51,480	6,000	15%	(6,480)	-13%
13 Payroll Taxes	22,000	27,000	21,935	(5,000)	-19%	65	0%
14 Janitorial Expense	42,200	31,500	42,466	10,700	34%	(266)	-1%
A. Cleaning Service	22,000	22,000	21,838				
B. Setup & Breakdown	17,000	6,500	17,938				
C. Floors, Carpets and Windows	200	0	282				
D. Supplies	3,000	3,000	2,408				
15 Fees	26,200	23,820	108,608	2,380	10%	(82,408)	-76%
A. Accounting	4,500	5,500	4,240				
B. Legal	10,000	1,000	82,307				
C. Performance	0	0	0				
D. Audit	0	8,200	8,200				
E. Web	1,700	1,020	1,676				
F. Other	10,000	8,100	12,185				
16 Operating Expenses	6,940	5,285	4,452	1,655	31%	2,488	56%
A. Office Supplies	0	0	0				
B. Program Supplies	2,000	3,700	1,843				
C. Cost of Goods Sold	140	120	0				
D. Postage	2,700	225	280				
E. Staff Development	100	100	0				
F. Catering/Food Service	0	0	0				
G. Other	2,000	1,140	2,329				
17 Business Expenses	1,500	2,400	278	(900)	-38%	1,222	440%
A. Mileage	300	500	208				
B. Food (Business Meals)	1,000	1,500	0				
C. Other	200	400	70				
18 Insurance	9,600	7,000	9,532	2,600	37%	68	1%
19 Advertising	10,000	7,600	9,296	2,400	32%	704	8%
20 Newsletter	0	0	0	0	#DIV/0!	0	#DIV/0!
21 Other Printing	6,000	800	915	5,200	650%	5,085	556%
22 Donations/Contributions	5,000	5,000	4,750	0	0%	250	5%
23 Special Events	25,000	25,000	23,652	0	0%	1,348	6%
24 Taxes	600	600	0	0	0%	600	#DIV/0!
25 Utilities	35,500	39,800	30,455	(4,300)	-11%	5,045	17%
A. Gas & Electric	30,000	34,000	25,845				
B. Water & Sewer	2,500	2,500	2,017				
C. Telephone	3,000	3,300	2,593				
26 Repairs & Maintenance	21,000	19,000	23,365	2,000	11%	(2,365)	-10%
A. Building	16,000	14,000	19,016				
B. Equipment	5,000	5,000	4,349				
C. Rental	0	0	0				
D. Vandalism	0	0	0				
E. Other	0	0	0				
27 Furniture & Fixtures	750	2,000	516	(1,250)	-63%	234	45%
28 Total Expenses Before Depreciation	571,690	544,205	634,064	27,485	5%	(62,374)	-10%
29 Depreciation	6,836	4,394	6,864	2,442	56%	(28)	0%
30 Total Expenses	578,526	548,599	640,928	29,927	5%	(62,402)	-10%
Increase/(Decrease) in Unrestricted Net Assets	(19,232)	(23,089)	(24,718)	3,857	-17%	5,486	-22%

Check (Next year expenses minus current year expenses minus total variance)... should = 0

0

0





# Oakland Mills Community Association

## Village Board Meeting Minutes

The Other Barn ~ 5851 Robert Oliver Place ~ Columbia, MD 21045

**Board Members:** Jonathan Edelson, Chair ~

Bill McCormack Jr., Vice-chair ~ Rebecca Bryant ~ Char Nado

Warren Wortman ~ Karin Emery, Columbia Council Representative

**November 14, 2023**

### OMCA REGULAR BOARD MEETING

This meeting was hybrid and was held in-person at The Other Barn and virtually via Zoom.

**Link to YouTube recording of the November 14, 2023 OMCA Board Meeting:**

<https://youtu.be/wVmKrM2-IdA>

**Mr. McCormack** called the regular meeting of the OMCA Board of Directors to order at 7:03 p.m.

**Present:** Bill McCormack Jr., Vice-chair; Karin Emery, Columbia Council Representative; Rebecca Bryant; Char Nado; Warren Wortman; Brigitta Warren, Village Manager; Amy Carpenter, Administrative Assistant.

**Absent:** Jonathan Edelson

**Quorum Present:** Yes

**Also Present:** Oakland Mills United Executive Director and Chief Executive Officer Samuel Hahn, Howard County Council District 2 Aide Ashley Alston.

### Opening of Meeting

- **Mr. Wortman** motioned to approve the October 24, 2023 OMCA Board Meeting minutes (ATTACHMENT A). **Ms. Nado** seconded. **Mr. Wortman** asked to amend the minutes, and the Board passed the amended minutes (3-0-1).
- **Mr. Wortman** motioned to approve the November 14, 2023 Board Meeting agenda (ATTACHMENT B). **Ms. Bryant** seconded, and the motion passed (4-0-0).

### New Business

#### *Howard County Budget OMCA Priority Letter Draft*

**Mr. McCormack** reviewed the draft Howard County Budget OMCA Priority Letter to be sent to County Executive Calvin Ball, with an additional copy to be sent to Councilmember Opel Jones (ATTACHMENT C). The letter was intended to only be a draft as requested by the County to help prepare for Citizens Budget Hearings. A discussion ensued.

### Old Business

#### *Review of Donation Requests Received by October 15, 2023 Deadline*

**Mr. McCormack** reviewed the donation requests (ATTACHMENT D). The Board discussed proposed amounts for each organization. **Mr. Wortman** motioned to make donations in the amount of \$200 for Oakland Mills United, \$200 for The Village in Howard, \$500 for Stevens Forest PTA, \$100 for SFES



Battle of the Books, \$1000 for OMHS, \$1500 for OMHS Fine Arts Boosters, \$1000 for OMMS PTSA, and \$500 for THES PTA. **Ms. Nado** seconded, and the motion passed (4-0-0).

### **CCR Report**

**Ms. Emery** proposed to the CA board during budget discussions that outdoor pools be free during the month of July, but the CA board's vote on exploring the cost did not pass. She said that some budget decisions were being made based on outdated plans such as the 2008 watershed plan and asked specifically that the watershed plan be updated. She reported that the operations committee would be holding a meeting to decide on next quarter's CA board meeting agendas and that residents could listen or watch live. **Ms. Emery** reported that the CA board would be meeting soon to vote on the search for a new CA president/CEO and that TransPro had been hired to handle the search.

### **Village Manager's Report**

**Ms. Warren** shared her Village Manager's Report (ATTACHMENT E). She also shared the timeline for the Architectural Guidelines process. The Architectural Guidelines Committee was currently putting together recommendations. **Ms. Warren** said she would make a draft of their recommendations and present them to the Board in December so board members could review the recommendations over winter break. The Board would then add its own recommendations and discuss before sending the proposed revised architectural guidelines to CA legal for review. The goal was to be done with the entire process before the end of the Board year in April 2024.

### **Bulletin Board**

**Ms. Warren** said that she would be holding a staff thank you get-together the following Monday.

**Mr. Wortman** thanked Howard County Council District 2 Aide Ashley Alston for offering to follow up on residents' unresolved See Click Fix and Tell HoCo entries. He said action had immediately been taken following his report to Ms. Alston. **Mr. Wortman** also said that he and his family were hosting a Serbian individual as part of the Baltimore World Trade Center exchange program.

**Mr. McCormack** said that the trees in front of the Exxon on Stevens Forest Road and Broken Land Parkway had been removed due to safety. The trees were blocking light from light fixtures so that employees could not view the entire parking lot. **Mr. McCormack** asked Ms. Alston to look into Encounter Row and the cracks in the road that had been filled with tar. The cracks were very uneven, causing rough driving over them. He also reported the CA Play Area study had opened October 27 and would continue to be open until November 27. **Ms. Emery** said that all people in a household could complete the survey, including children and teens.

**Mr. McCormack** adjourned the OMCA Board meeting at 8:30 p.m.

Respectfully submitted: Amy Carpenter, Administrative Assistant



# Oakland Mills Community Association

## Village Board Meeting Minutes

The Other Barn ~ 5851 Robert Oliver Place ~ Columbia, MD 21045

**Board Members:** Jonathan Edelson, Chair ~

Bill McCormack Jr., Vice-chair ~ Rebecca Bryant ~ Char Nado

Warren Wortman ~ Karin Emery, Columbia Council Representative

**November 28, 2023**

### OMCA REGULAR BOARD MEETING

This meeting was hybrid and was held in-person at The Other Barn and virtually via Zoom.

### Link to YouTube recording of the November 28, 2023 OMCA Board Meeting:

<https://youtu.be/3MZrgK69fjk?si=ZjSEZld2FdgNhCLf>

Due to lack of quorum, the Board held a community meeting until enough Board members were present for a quorum.

**Mr. Edelson** called the regular meeting of the OMCA Board of Directors to order at 7:42 p.m.

**Present:** Jonathan Edelson, Chair; Bill McCormack Jr., Vice-chair; Karin Emery, Columbia Council Representative; Rebecca Bryant; Warren Wortman; Brigitta Warren, Village Manager; Amy Carpenter, Events and Administrative Coordinator.

**Absent:** Char Nado

**Quorum Present:** Yes

**Also Present:** OMCA Covenant Advisor for Applications Michael Vaughn, AC Appeal homeowner Frankline Asah; Howard County Council District 2 Aide Ashley Alston.

### Opening of Meeting

- **Mr. McCormack** motioned to approve the November 14, 2023 OMCA Board Meeting minutes (ATTACHMENT A). **Mr. Wortman** seconded, and the motion passed (3-0-1).
- **Mr. McCormack** motioned to approve the November 28, 2023 Board Meeting agenda (ATTACHMENT B). **Mr. Edelson** suggested amending the agenda to accommodate the change in the meeting schedule due to an earlier lack of quorum. **Mr. Wortman** seconded, and the amended agenda was approved (4-0-0).

### Architecture Appeal

Due to lack of quorum, the Architecture Committee was unable to meet to hear the appeal before the regular Board meeting and instead heard the appeal as part of the regular Board meeting. Mr. Frankline Asah, owner of 5571 Thunder Hill Road, was appealing the decision of the AC chair to deny a driveway expansion. The Board discussed new information provided by Mr. Asah and OMCA Covenant Advisor

Michael Vaughn. **Mr. McCormack** motioned to overturn the decision of the AC Chair. **Mr. Wortman** seconded, and the motion passed (3-0-1).

### **Old Business**

#### ***Howard County Budget OMCA Priority Letter Draft***

**Mr. Edelson** reviewed the draft Howard County Budget OMCA Priority Letter (ATTACHMENT C).

**Mr. McCormack** motioned to accept the priority list with suggested amendments to the letter. **Mr. Wortman** seconded, and the motion passed (3-0-1).

### **Village Manager Report**

**Ms. Warren** shared the FY24 2<sup>nd</sup> Quarter Financials and variance memo (ATTACHMENT D). **Mr. McCormack** motioned to approve the FY24 2<sup>nd</sup> Quarter Financials. **Mr. Wortman** seconded, and the motion passed (4-0-0).

**Ms. Warren** shared her village manager's report (ATTACHMENT E). She also shared the draft 2024 OM Elections calendars (ATTACHMENT F).

### **New Business**

The Board previously discussed Ho. Co. 4-24 in the community meeting held before the regular Board meeting.

#### ***Ho. Co. 10-24***

The Board discussed Howard County Delegation's bill Ho. Co. 10-24, which would require village board and Columbia Council representative candidates to report donations and disbursements to the village in which they are running for election and would require those reports to be made available to the public (ATTACHMENT G). The Board agreed to use last year's testimony on a similar bill and include discussed changes.

### **Board Chair Report**

**Mr. Edelson** discussed the Board's request through Councilmember Opel Jones' Special Assistant, Michale Harris, to hold a comprehensive discussion on traffic safety issues in Oakland Mills. He also said that there were no updates about the progress of the new 7-Eleven.

### **CCR Report**

**Ms. Emery** reported that the CA Board was working with TransPro Consulting to conduct the search for the new President/CEO of Columbia Association. The CA Board would next meet in mid-December.

### **Committee Reports**

#### ***Education***

**Mr. Edelson** reported on his Maryland Public Information Act request about private donations for school auditoriums in Howard County. He said that he made the request using his OMCA Board member email.

#### ***Public Space***

**Mr. Wortman** said that Jim Caffey spoke about Stevens Forest roundabout posts on Next Door and how to direct people on Next Door to report traffic issues effectively to the County. **Ms. Warren** said she would reach out to OM residents who were spearheading efforts to improve traffic issues in OM.

**Bulletin Board**

**Ms. Carpenter** reminded the Board and residents about Breakfast Snacks with Santa, which would be held the following Saturday.

**Ms. Warren** also reminded the Board and residents about the Jazz in the Mills Holiday Extravaganza concert and Gingerbread House decorating.

**Mr. Edelson** adjourned the OMCA Board meeting at 8:51 p.m.

Respectfully submitted: Amy Carpenter, Administrative Assistant





# Oakland Mills Community Association

## Village Board Meeting Minutes

The Other Barn ~ 5851 Robert Oliver Place ~ Columbia, MD 21045

**Board Members:** Jonathan Edelson, Chair ~

Bill McCormack Jr., Vice-chair ~ Rebecca Bryant ~ Char Nado

Warren Wortman ~ Karin Emery, Columbia Council Representative

**oakland mills**  
we value connections

**December 12, 2023**

### OMCA REGULAR BOARD MEETING

This meeting was hybrid and was held in-person at The Other Barn and virtually via Zoom.

**Link to YouTube recording of the December 12, 2023 OMCA Board Meeting:**

<https://youtu.be/fYkHAp35x10>

**Mr. Edelson** called the regular meeting of the OMCA Board of Directors to order at 7:04 p.m.

**Present:** Jonathan Edelson, Chair; Bill McCormack Jr., Vice-chair; Karin Emery, Columbia Council Representative; Rebecca Bryant; Warren Wortman; Brigitta Warren, Village Manager; Amy Carpenter, Events and Administrative Coordinator (left at 8:31 p.m.).

**Absent:** Char Nado

**Quorum Present:** Yes

**Also Present:** CA Aquatics Director for Community Programs & Services Marty Oltmanns; Howard County Council District 2 Aide Ashley Alston; see resident list.

### Opening of Meeting

- **Mr. McCormack** motioned to approve the November 28, 2023 OMCA Board Meeting minutes (ATTACHMENT A). **Mr. Wortman** seconded, and the motion passed (4-0-0).
- **Mr. McCormack** motioned to approve the December 12, 2023 Board Meeting agenda (ATTACHMENT B). **Mr. Wortman** seconded, and the agenda was approved (4-0-0).

### Resident Remarks

Resident Paul Verchinski asked about an addition to a house on Thunder Hill Road. He also asked about adding information about electric vehicle chargers to the Architectural Guidelines, which were currently being revised. **Ms. Warren** shared the process and schedule for the Architectural Guidelines revisions, which would include Board discussion of the revisions at the January 9, 2024 Board meeting and later, public comment on the revisions.

### New Business

#### *Columbia Association Team Member Liaison Update*

CA Aquatics Director for Community Programs & Services Marty Oltmanns gave an update on Columbia Association events and news (ATTACHMENT C). His update included CA's yearly report.

### ***Presentation of Draft Architectural Guidelines Revision***

**Ms. Warren** reported that she would update the timeline for the revisions as needed. She said she would be sending the revisions to the Board later in the week and asked that they review the changes and comment on them over winter break.. Once the Board discussed the revisions at its meeting on January 9, Ms. Warren would compile all the comments and present the revisions/comments for public comment. She said CA legal would take a couple of weeks to review the revisions. The goal was to finish by April 1, but that date could be pushed to May 1 if needed.

### ***CA Strategic Plan Community Survey***

**Ms. Emery** shared the strategic plan survey (ATTACHMENT D). She said that everyone in a household could take the survey.

### ***Board Chair Report***

**Mr. Edelson** thanked Ms. Warren for contacting County officials and staff about traffic issues in Oakland Mills. He reported that though the center of the Stevens Forest roundabout was made of permeable material, it still was not draining properly, and when temperatures dropped, runoff from the center froze, creating a hazardous sheet of ice on the bottom (downhill) portion of the roundabout roadway. Several people had reported it on See Click Fix, but nothing had been done about it yet.

**Mr. Edelson** also reported that the storm drain at Santiago Road and Thunder Hill Road was set too high so that water did not drain into it properly, creating flooding conditions in the intersection.

**Mr. Edelson** said that he had been asked to be interviewed for the SFES Needs Assessment process for the Community School Strategy, which involved funding from Blueprint for Maryland's Future.

The Board discussed procedures to ensure that quorum was met for Board meetings and Architectural Committee appeals, preventing last-minute cancellation of meetings.

### ***CCR Report***

**Ms. Emery** reported that the CA board would be discussing the budget the following Thursday at its regular meeting. She said that CA had met with TransPro Consulting and would soon be making a public announcement about the search for a new CA president/CEO. The goal was to see the candidates for the position at the end of February.

**Ms. Emery** said that the following Thursday would be the last CA board meeting until January.

### ***Village Manager Report***

**Ms. Warren** shared her village manager's report (ATTACHMENT E). She also shared the draft 2024 OM Elections calendars (ATTACHMENT F). **Ms. Warren** would add information about the opening and closing of online voting to the calendar.

**Ms. Warren** said she would be putting out a call for election monitoring committee chairs the following week.

**Ms. Warren** gave an update on facilities. She had gone on a walkthrough with CA to evaluate CA facilities in Oakland Mills and reported that the facilities were in good shape. The Talbott Springs Neighborhood Center would possibly be getting new paint and new bathroom fixtures. She would receive a list of recommended repairs in the next few weeks from CA Facility Services.

The Board agreed to hold the January 9 meeting only online due to the uncertainty of conditions in The Other Barn during construction of the upstairs bathroom.

### **Bulletin Board**

Board members and **Ms. Warren** wished everyone happy holidays.

**Mr. Wortman** said that the County would be moving a streetlight that was located on or near a resident's property at Log Chain and Mellenbrook Roads. The streetlight currently did not provide enough light for drivers to see pedestrians in a nearby crosswalk.

**Mr. Edelson** said that the WBAL Concert for Kids was a success and that pictures and video were available on social media.

**Mr. McCormack** motioned to go into closed session at 8:31 p.m. to discuss matters pertaining to employees and personnel. **Mr. Wortman** seconded, and the motion passed (4-0-0).

The closed session of the OMCA Board (ATTACHMENT G) began at 8:33 p.m. and ended at 9:27 p.m.

Mr. Edelson went into the regular open session of the OMCA Board at 9:27 p.m.

Upon return to open session, it was announced that during the closed session the Board made decisions about end-of-year staff bonuses and salary adjustment.

**Mr. Edelson** adjourned the OMCA Board meeting at 9:28 p.m.

Respectfully submitted: Amy Carpenter, Administrative Assistant

## **OBLIGATIONS (DUTIES) OF CORPORATE DIRECTORS**

Taken from *Administering the New Town of Columbia-A cooperative endeavor*, revised 2/14/00

Corporate directors (village board members) are subject to two primary obligations: A **Duty of Care** and a **Duty of Loyalty**.

The **Duty of Care** requires a corporate director to participate in the decisions of the board of directors and to be informed as to data relevant to such decisions. Basically, the Duty of Care requires a corporate director:

- To be reasonably informed
- To participate in decisions, including regular attendance at meetings, and to exercise independent judgement on all corporate matters
- To participate in the affairs of the corporation in good faith and with the care of an ordinarily, prudent person in similar circumstances.

The **Duty of Loyalty** requires corporate directors to exercise their powers in the interest of the corporation, not in their own interest or the interest of another entity or person. Corporate directors must disclose any conflicts of interest and act with candor and care in dealing with any such situations.

The board of directors of a corporation does not operate the day to day business of the corporation. It delegates that function to other people such as senior staff (village manager). However, the board of directors must set policies and oversee the corporate agents/senior staff.

## **Conflict of Interest Policy**

### **Part I: Objective**

The objective of the conflict of interest policy is to protect the interests of **The Oakland Mills Community Association** ("the Organization") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### **Part II: Definitions**

#### **1. Interested Person**

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

#### **2. Financial Interest**

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Part III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.



### **Part III: Procedures**

#### **1. Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

#### **2. Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, s/he shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

#### **3. Procedures for Addressing the Conflict of Interest**

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, s/he shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

#### **4. Violations of the Conflicts of Interest Policy**

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### **Part IV: Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### **Part V: Compensation**

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### **Part VI: Annual Statements**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## **Part VII: Periodic Reviews**

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining,
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

## **Part VIII: Use of Outside Experts**

When conducting the periodic reviews as provided for in Part VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.



## **Whistleblower Policy**

### **Part I: General**

**The Oakland Mills Community Association, Inc.** ("The Organization") Code of Ethics and Conduct ("the Code") requires directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the Organization, they must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations

### **Part II: Reporting Responsibility**

It is the responsibility of all directors, officers and employees to comply with the Code and to report violations or suspected violations in accordance with the Whistleblower Policy.

### **Part III: No Retaliation**

No director, officer or employee ("the individual") who in good faith reports a violation of the Code shall suffer harassment, retaliation or adverse employment consequence. Anyone who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable individuals to raise serious concerns within the Organization prior to seeking resolution outside the Organization.

### **Part IV: Reporting Violations**

The Code addresses the Organization's open door policy and suggests that individuals share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an individual's supervisor is in the best position to address an area of concern. However, if the individual is not comfortable speaking with his or her's supervisor or is not satisfied with the supervisor's response, the individual is encouraged to speak with someone in the Human Resources Department or anyone in management whom the individual is comfortable in approaching. Supervisors and managers are required to report suspected violations of the Code of Conduct to the Organization's Executive Director ("Compliance Officer"), who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when they are not satisfied or uncomfortable with following the Organization's open door policy, individuals should contact the Organization's Compliance Officer directly.

#### **Part V: Compliance Officer**

The Organization's Compliance Officer is responsible for investigating and resolving all reported complaints and allegations concerning violations of the Code and, at his or her discretion, shall advise the Executive Director and/or the audit committee. The Compliance Officer has direct access to the audit committee of the board of directors and is required to report to the audit committee at least annually on compliance activity. The Organization's Compliance Officer is the chair of the audit committee.

#### **Part VI: Accounting and Auditing Matters**

The audit committee of the board of directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Compliance Officer shall immediately notify the audit committee of any such complaint and work with the committee until the matter is resolved.

#### **Part VII: Acting in Good Faith**

Anyone filing a complaint concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

#### **Part VIII: Confidentiality**

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

#### **Part IX: Handling of Reported Violations**

The Compliance Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.



### **Part III: Procedures**

#### **1. Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

#### **2. Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, s/he shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

#### **3. Procedures for Addressing the Conflict of Interest**

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, s/he shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

#### **4. Violations of the Conflicts of Interest Policy**

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### **Part IV: Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### **Part V: Compensation**

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### **Part VI: Annual Statements**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## **Part VII: Periodic Reviews**

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining,
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

## **Part VIII: Use of Outside Experts**

When conducting the periodic reviews as provided for in Part VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Oakland Mills Community Association, Inc.

Acknowledgment of Conflict of Interest Policy

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the Conflict of Interest Policy and Whistleblower Policy.
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

I, \_\_\_\_\_, a duly elected/appointed member of the Board of Directors of the Oakland Mills Community Association for the term May 1, 2024 – April 30, 2025, do hereby affirm, understand, and agree to comply with the above statement of policy.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director



OAKLAND MILLS COMMUNITY ASSOCIATION, INC.  
Board of Directors  
Acknowledgment of Fiduciary Responsibility

I, \_\_\_\_\_, a duly elected member of the Board of Directors of the Oakland Mills Community Association, Inc. (the “Association”) for the board term **May 1, 2024 through April 30, 2025**, do hereby acknowledge and understand that ensuring the protection and proper use of the assets of the Association’s assets is my fiduciary responsibility as a Director of the Association.

\_\_\_\_\_  
Director’s Signature

\_\_\_\_\_  
Date