



December 7, 2018

To: Columbia Association Board of Directors  
(E-mail: [Board.Members@ColumbiaAssociation.org](mailto:Board.Members@ColumbiaAssociation.org))  
CA Management

From: Andrew C. Stack, Board Chair

**The Columbia Association Board of Directors Work Session will be held on Thursday, December 13, 2018 at 7:05 p.m. at Columbia Association headquarters, 6310 Hillside Court, Suite 100, Columbia, MD 21046.**

#### **AGENDA**

- |   |                 |
|---|-----------------|
| 1. Call to Order  | <b>5 min.</b>   |
| (a) Announcement of Directors/Senior Staff Members in Attendance                          |                 |
| (b) Reminder that work sessions are not recorded/broadcast                                |                 |
| (c) Reminder of the five civility principles  |                 |
| 2. Approval of Agenda   | <b>1 min.</b>   |
| 3. Resident Speakout  |                 |
| <b>3 Minutes per Individual; 5 Minutes per Group; 2 Minutes for Response to Questions</b> |                 |
| 4. Chairman's Remarks   | <b>3 min.</b>   |
| 5. Work Session Topics  | <b>110 min.</b> |
| (a) Discussion of the Most Recent Development Tracker                                     | (20 min.)       |
| (b) Stream Erosion Study  | (45 min.)       |
| (c) East Guilford Industrial Park Covenant Enforcement Recommendation                     | (45 min.)       |
| 6. Adjournment – Anticipated Ending Time: Approximately 9:20 p.m.                         |                 |

#### **Upcoming Board Work Sessions and Meetings**

**Thursday, December 13, 2018 – BOD Meeting – Approximately 9:25 p.m.**

**Thursday, January 10, 2019 – BOD Work Session – 7:00 p.m.**

**Thursday, January 24, 2019 – BOD Meeting – 7:00 p.m.**

**ARRANGEMENTS FOR AN INTERPRETER FOR THE HEARING IMPAIRED CAN BE MADE BY CALLING 410-715-3111 AT LEAST THREE DAYS IN ADVANCE OF THE MEETING.**

#### **CA Mission Statement**

Working every day in hundreds of ways to make Columbia an even better place to live, work, and play.

#### **CA Vision Statement**

Making Columbia the community of choice today and for generations to come.

December 7, 2018

**Chair's Remarks**  
**December 13, 2018 CA Work Session**  
**December 13, 2018 CA Board Meeting**

<u>Date</u>	<u>Activity</u>	<u>Time</u>
Dec 8, 2018	Nutcracker on Ice (Ice Rink)	5:30 PM RR
Dec 9, 2018	Nutcracker on Ice (Ice Rink)	4:30 PM RR
Dec 10, 2018	Audit Committee meeting	7:30 PM
Dec 11, 2018	Wilde Reading Series (Art Center)	7:00 PM
Dec 12, 2018	Climate Change & Environmental Sustainability Advisory Committee (Long Reach Indoor Tennis Center)	7:00 PM
Dec 13, 2018	CA Board work session followed by Board meeting	7:00 PM
Dec 14, 2018	Festive Friday hosted by the Downtown Partnership (Lakefront)	6:00 PM
Jan 10, 2019	CA Board work session	7:00 PM
Jan 14, 2019	Art Center Advisory Committee (Art Center)	6:30 PM
Jan 14, 2019	Health & Fitness Advisory Committee	7:00 PM

RR = Registration Required

Thanks to CA staff for the renovations to the Athletic Club; excellence job.

Congratulations to Milton for the TV interview regarding Columba being named the safest city in America.

Happy Holidays!



To: Columbia Association Board of Directors (CA Board)

Through: Jane Dembner, Director of Planning and Community Affairs

From: Jessica Bellah, Community Planner

Subject: December 2018 Development Tracker

Date: December 4, 2018

At the December 13<sup>th</sup> CA Board work session, we will be providing a briefing of Columbia Association's Development Tracker published for the month of December. During the meeting, planning staff will highlight noteworthy cases of new or updated proposed developments occurring within and nearby Columbia. Staff will make a brief presentation and answer questions. The purpose of this memo is to expand on certain proposed development projects included in this month's development tracker that staff believes to be of particular consequence or interest to Columbia Association (CA).

Attached is the most recently prepared tracker of CA's Development Tracker. The tracker is also posted on our website at [columbiaassociation.org/about-us/planning-development/columbia-planning-development-tracker/](http://columbiaassociation.org/about-us/planning-development/columbia-planning-development-tracker/).

Erickson at Limestone Valley, ZB-1118M

Erickson Living is seeking Howard County government approval to develop a continuing care retirement community on 62.7 acres of land located north of State Route (SR) 108 in the vicinity of Linden Linthicum Lane and Sheppard Lane in Clarksville, MD. The proposed development concept consists of 1,200 independent living residences and a care center with 240 health care units as well as accessory facilities and buildings to serve the residents and visitors to the retirement community. Of the acreage, one parcel of 1.6 acres is zoned B-2 and is currently developed with a motor vehicle fueling station and convenience market. The remaining 61.1 acres, comprised of one parcel and portion of another, are zoned RC-DEO and are in agricultural use.

As proposed, the project requires two different approval processes by Howard County 1) an amendment to the General Plan to extend the Planned Service Area (PSA) to include the 61.1 acres and change the growth tier designation for this parcel, and 2) a rezoning of the project site to the Community Enhancement Floating district (CED). The applicant has previously shared plans with the Zoning Board (at a non-decision-making meeting), at a number of public and community meetings, at a pre-submission community meeting, and has been before the Design Advisory Panel twice. In April, 2018, the Planning Board recommended that the County Council amend the General

Plan. A hearing on the petition to change the General Plan to extend the PSA and change the growth tier designation has not been scheduled before the County Council as of the date of this memo.

ZB-1118M is scheduled before the Planning Board on January 17, 2018. The Planning Board will provide an advisory recommendation to the County Council, sitting as the Zoning Board, on whether the site should be rezoned to CEF-M. The Zoning Board has the decision-making authority to change the zoning for the project site. The plans and the county's technical staff report should be posted within the next few weeks and CA staff will review these submittals upon their availability.

#### Update - Wilde Lake Multi-Use Pathway Connection to Downtown

Howard Research and Development Corporation (HRD) hosted a pre-submission community meeting on November 5<sup>th</sup> to present a proposed bicycle and pedestrian side path on the northern side of Twin Rivers Road. The path is proposed to run from Faulkner Ridge Circle to Governor Warfield Parkway, where it will connect to on-road bike facilities in the Downtown Columbia neighborhood. The project is a requirement of the Community Enhancement, Programs, and Public Amenities (CEPPA) #18, specified in the Downtown Columbia Plan. CA staff is supportive of this pathway connection

Open Space and Facility Services staff has taken lead on reviewing the proposed pathway and has submitted comments to HRD on the proposed alignment and potential impacts to CA property. CA staff is meeting regularly with HRD staff and consultants and it is anticipated that HRD will submit an easement request to CA in the coming months. HRD will also need to submit final and site development plans to the county for review and approval.



# Columbia Development Tracker

**December 3, 2018**



The Columbia Development Tracker incorporates projects or development proposals going through their entitlement and/or planning review process. The tracker is composed of four separate sections, which are listed below in order of appearance:

1. Upcoming development related public meetings
2. Previous development related public meetings and decisions
3. Newly submitted development plans
4. Previously submitted development proposals and decisions/status

*This monthly report is produced by CA's Office of Planning and Community Affairs with information compiled from Howard County Government*

## Upcoming Development Public Meetings

Project	Village	Meeting Date, Time, and Location	Meeting Type	Stage in the Development Review Process	CA Staff Recommendation
Hilltop Landing II The owner of property at 10949 Hilltop Lane is proposing to construct four single-family detached housing units on one acre of land. The property is currently developed with one single-family detached home.	Near Hickory Ridge	12/4/2018 6:00 pm  Howard County Public Library 10375 Little Patuxent Pkwy Columbia MD 21044	Pre-submission Community Meeting	Community meeting prior to submission of development plans	No action recommended – the proposed development of this parcel is consistent with the surrounding density and zoning.
North Columbia Fire Station  Howard County Department of Public Works is proposing to construct a new fire station on the northwest quadrant of the existing Harper's Choice Middle School, opposite the entrance to the CA Columbia Dog Park.	Harper's Choice	12/5/2018 6:00 pm  Florence Bain Senior Center 5470 Ruth Keeton Way Columbia MD 21044	Pre-submission Community Meeting	Community meeting prior to submission of development plans	Staff will attend the pre-submission meeting and will continue to monitor this capital project.
Mattupalli Property Proposal to construct one additional single-family detached unit on 1.2 acres at 4515 Centennial Lane. An existing single family home is on the property.	Near Dorsey's Search	12/10/2018 6:30 pm  Central Branch Library 10375 Little Patuxent Pkwy Columbia MD 21044	Pre-submission Community Meeting	Community meeting prior to submission of development plans	No action recommended – the proposed development of this parcel is consistent with the surrounding density and zoning.

## Upcoming Development Public Meetings

Project	Village	Meeting Date, Time, and Location	Meeting Type	Stage in the Development Review Process	CA Staff Recommendation
<p>BA-18-026C -Burgers of Baltimore II</p> <p>A conditional use case for a fast food restaurant in an existing building at 8835 Centre Park Drive. The proposed use would occupy 7,000 SF of vacant leasable space with 2 existing drive-thru lanes.</p>	Near Columbia, non-village	<p>12/14/2018 9:30 am</p> <p>3430 Court House Drive Ellicott City, MD 21043</p>	Hearing Examiner	Depending on degree of modifications proposed to the site/building, the applicant may proceed directly to permitting or proceed to SDP plan submissions to DPZ, if making site alterations.	No action recommended – use is consistent with the surrounding area. Staff will review site plan changes, if any, once available.
<p>BA 753-D &amp; 754-D</p> <p>Appeal of DPZ letter dated 5/3/18, Subdivision Review Committee's determination that SDP-17-041 EGU subdivision Royal Farms Store 186 &amp; Canton Car Wash located at 9585 Snowden River Parkway "may be approved".</p>	Near Owen Brown, Snowden River Pkwy Corridor	<p>12/19/18 9:30 am</p> <p>3430 Court House Dr Ellicott City, MD 21043</p>	Hearing Examiner	Decisions of the Hearing Examiner may be appealed to the Board of Appeals.	CA filed appeal BA 753-D and hired outside counsel to represent the case before the Hearing Examiner. CA Senior Staff to attend the hearing.

## Upcoming Development Public Meetings

Project	Village	Meeting Date, Time, and Location	Meeting Type	Stage in the Development Review Process	CA Staff Recommendation
<p>Erickson at Limestone Valley ZB-1118M</p> <p>A proposal to rezone 62.116 acres from B-2 &amp; RC-DEO to CEF-M for development of a continuing care retirement community and to permit the expansion/relocation and architectural enhancement of the existing Freestate Gasoline Service Station. Property under consideration is located off MD 108 at 12170 Clarksville Pike.</p>	Near River Hill	1/17/2019 7:00 pm	Planning Board – Advisory Role	<p>Initial preliminary evaluation for change to CEF-M zoning</p> <p>Planning Board will make recommendation to the Zoning Board.</p>	CA staff is monitoring this proposal and other submissions related to it.
<p>BA-760D</p> <p>Administrative Appeal by Howard Research and Development Corporation who is appealing the calculation of the amount of building excise tax for an open-air above grade garage.</p>	Crescent Neighborhood Non-village near Town Center	1/25/2018 9:30 am	Hearing Examiner	Decisions of the Hearing Examiner may be appealed to the Board of Appeals.	No action recommended
<p>BA-18-027V</p> <p>Residential Variance submission to reduce side a rear yard setbacks for a shed at 6241 Copper Sky Court.</p>	Near Oakland Mills	2/11/2019 5:00 pm	Hearing Examiner	Decisions of the Hearing Examiner may be appealed to the Board of Appeals.	No action recommended - request is minor in nature and more detailed information about the details of the request is pending.

## Previous Development Related Meetings and Decisions

Project	Village	Meeting Date, Time, and Location	Meeting Type	Decision	Stage in the Development Review Process	CA Staff Recommendation
<p>Wilde Lake multi-purpose trail</p> <p>As part of the Downtown Columbia Plan Community Enhancement, Programs, and Public Amenities (CEPPA) #18 requirements, Howard Research and Development Corporation is proposing to construct a pedestrian and bicycle side path facility on the northern side of Twin Rivers Road from Faulkner Road to Governor Warfield Parkway. (predominantly within CA open space)</p>	Wilde Lake	<p>11/5/2018 6:30 pm</p> <p>Slayton House 10400 Cross Fox lane Columbia MD 21044</p>	Pre-submission Community Meeting	Not a decision making meeting	Community meeting prior to submission of development plans	CA planning staff is supportive of this project and is reviewing plan submittals in coordination with the CA open space and facilities team to evaluate impacts to CA property.

## Previous Development Related Meetings and Decisions

Project	Village	Meeting Date, Time, and Location	Meeting Type	Decision	Stage in the Development Review Process	CA Staff Recommendation
<p>Robinson Overlook</p> <p>The owner of property at 7410 Grace Drive is proposing to construct 48 dwelling units spread between five residential apartment buildings on 3.84 acres of property. This project is being developed as a partnership between Woda Cooper Companies and the Howard County Housing Commission with a mixed income housing structure of units for residents at the 30%, 40%, 50%, and 60% area median income to accommodate low and moderate income households, and a small number of unrestricted market rate units.</p>	Near Hickory Ridge	<p>11/7/2018 6:00 pm</p> <p>Hawthorn Center 6175 Sunny Spring Columbia MD 21044</p>	Pre-submission Community Meeting	Not a decision making meeting	Community meeting prior to submission of development plans	No action recommended. Staff is supportive of this mixed-income proposal at this location and will continue to monitor this project through upcoming plan submittals.

## Previous Development Related Meetings and Decisions

Project	Village	Meeting Date, Time, and Location	Meeting Type	Decision	Stage in the Development Review Process	CA Staff Recommendation
<p>SDP-18-005 Downtown Columbia Crescent, Area 3, Phase 2</p> <p>The Howard Research and Development Corporation is proposing to construct a mixed-use apartment and retail building with 423 units and an 18,190 sq. ft. retail building.</p> <p>Development totals trigger requirements associated with CEPPA #17 related to the Board of Education's determination of the need for a school site.</p>	<p>Merriweather Crescent Neighborhood, Non-Village near Town Center</p>	<p>11/8/2018 7:00 pm</p> <p>3430 Court House Dr Ellicott City, MD 21043</p>	<p>Planning Board – Decision making role following a public meeting</p>	<p>The Planning Board voted to approve SDP-18-005 without changes.</p>	<p>Final review by decision making body.</p> <p>Last opportunity for public input.</p>	<p>No action recommended</p>

## Previous Development Related Meetings and Decisions

Project	Village	Meeting Date, Time, and Location	Meeting Type	Decision	Stage in the Development Review Process	CA Staff Recommendation
<p>Lakefront Neighborhood – North</p> <p>As part of the Downtown Columbia revitalization plan for the Lakefront neighborhood, Howard Research and Development Corporation is presenting a proposal for a mixed-use retail, office, and residential development project consisting of 775 units on 13 acres of property located between Little Patuxent Pkwy and Lake Kittamaqundi and north of Wincopin Circle.</p>	<p>Downtown Columbia, Lakefront Neighborhood, Non-Village near Town Center</p>	<p>11/13/2018 6:30 pm</p> <p>Oakland Manor 5430 Vantage Point Rd Columbia MD 21044</p>	<p>Pre-submission Community Meeting</p>	<p>Not a decision making meeting</p>	<p>Community meeting prior to submission of development plans.</p> <p>Next steps: DAP meeting and submission of plans to DPZ.</p>	<p>CA staff attended the pre-submission community meeting and is monitoring this project.</p> <p>Submission of the FDP is expected in mid-December 2018.</p>
		<p>11/28/2018 6:30 pm</p> <p>3430 Court House Dr Ellicott City, MD 21043</p>	<p>Design Advisory Panel</p>	<p>DAP made no recommendations and recommended no changes to the neighborhood design guidelines.</p>	<p>Review of the proposed Neighborhood Design Guidelines associated with the FDP for the Lakefront Neighborhood</p>	<p>CA staff attended the DAP meeting and is monitoring this project.</p>



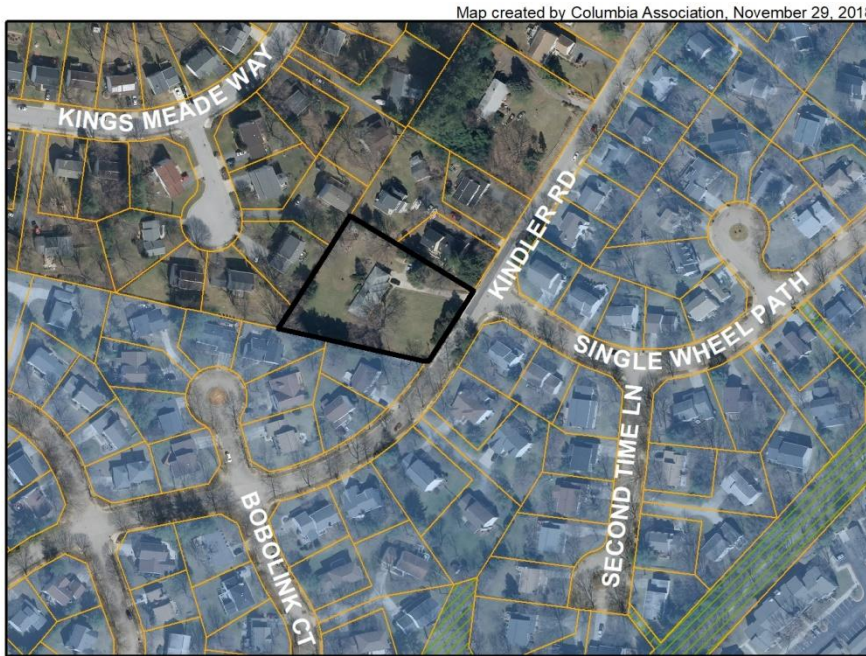
## Previous Development Related Meetings and Decisions

Project	Village	Meeting Date, Time, and Location	Meeting Type	Decision	Stage in the Development Review Process	CA Staff Recommendation
<p>Jordan Overlook</p> <p>The owner of property at 9211, 9214, 9215, &amp; 9219 Jordan River Road (access from Canvasback Dr.) is proposing an active adult residential development consisting of 20 lots (8 single-family detached, 12 townhomes) on 5.45 acres of property. The proposal would be a conditional use, requiring approval of the Hearing Examiner.</p>	Near Oakland Mills	<p>11/28/2018 6:30 pm</p> <p>3430 Court House Dr Ellicott City, MD 21043</p>	Design Advisory Panel	The DAP voiced serious concern about several elements of the site plan, particularly the layout of the road and compatibility of the proposed residential building type with the surrounding neighborhood. The DAP voted to request the applicant come back with a reconceived site plan that addresses their comments.	Review by the DAP prior to Conditional Use hearing by the Hearing Examiner	No action recommended

# Newly Submitted Development Plans

## WP-19-041, Kinder Court

Near Kings Contrivance



Property Boundary CA Owned or Leased Property Columbia Area

**Project Description:** This plat is in process and the applicant requested an extension of the deadline to submit the final plan as it proceeds.

**Submitted:** 11/14/18

**Zoning:** R-12, Medium Density Res

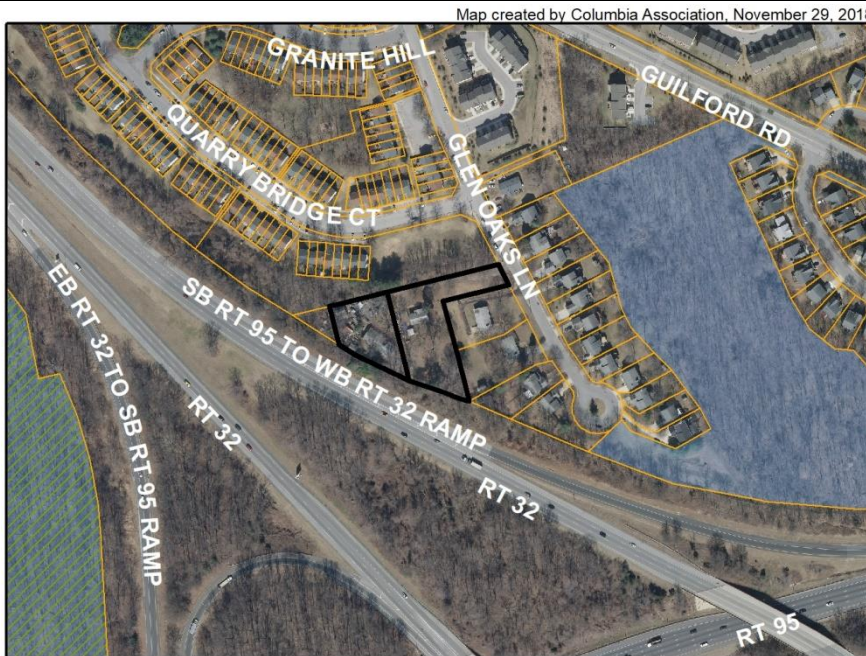
**Decision/Status:** Under Review

**Next Steps:** WP will apply to associated development plan submissions.

**CA Staff Recommendation:** no action recommended.

## F-18-121, Glen Oaks Place

Near Columbia Non-village, North of MD 32



Property Boundary CA Owned or Leased Property Columbia Area

**Project Description:** The owner of property submitted a Final Plan to construct 6 single-family attached dwelling units on 1.34 acres of land located at 9570 & 9580 Glen Oaks Lane, near the northwest intersection of Route 32 and I-95.

**Submitted:** 11/27/18

**Zoning:** R-SA-8, High Density Res.

**Decision/Status:** Under Review

**Next Steps:** Submission of SDP

**CA Staff Recommendation:** No action recommended – the proposed development of this parcel is consistent with the surrounding density and zoning.

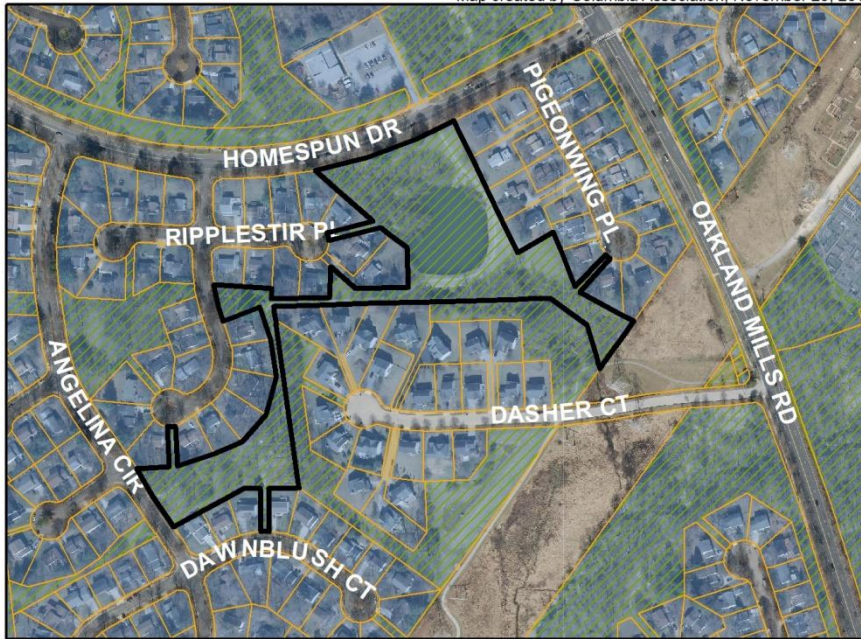


# Newly Submitted Development Plans

## F-19-039

*Village of Owen Brown*

Map created by Columbia Association, November 29, 2018



Property Boundary CA Owned or Leased Property Columbia Area

**Project Description:** A record plat was submitted to grant Howard County an access easement to open space Lot 522, located south of Homespun Dr. and west of Oakland Mills Road. CA Board previously approved this easement in order that Howard County can take over maintenance responsibilities for the pond on this property.

**Submitted:** 11/20/2018

**Zoning:** NT, New Town

**Decision/Status:** Under review

**Next Steps:** Technical review by DPZ staff.

**CA Staff Recommendation:** No action recommended.

## SDP-19-034

*Columbia Non-Village, Oakland Ridge Industrial Park*

Map created by Columbia Association, November 29, 2018



Property Boundary CA Owned or Leased Property Columbia Area

**Project Description:** This SDP is for stream restoration work at 9190 Red Branch Road associated with ECP-17-043 and a development proposal to demolish the existing building and replace it with four buildings. The stream restoration is required to address mediation of prior site violations currently under active enforcement measures.

**Submitted:** 11/21/18

**Zoning:** NT, New Town

**Decision/Status:** Under review

**Next Steps:** If approved, permits.

**CA Staff Recommendation:** No action recommended – application is being submitted to address prior violations and is needed to mediate current site issues.

# Newly Submitted Development Plans

## WP-19-045, Howard County Circuit Courthouse

Columbia Non-Village

Map created by Columbia Association, November 29, 2018



Property Boundary CA Owned or Leased Property Columbia Area

**Project Description:** The petitioner requested alternative compliance to the requirement that a site development plan be submitted for demolition of the existing Thomas B. Dorsey building and mass grading the site in preparation for the new Howard County Circuit Courthouse. A plan outlining removal of existing development could not be submitted using the current SDP for this site as it does not show improvements. The alternative compliance allows the removal of structures through demolition plans through the grading permit and a separate SDP will be filed for new construction on the site.

**Submitted:** 11/19/18

**Zoning:** NT, New Town

**Decision/Status:** Approved  
11/27/2018

**Next Steps:** Application for grading permits and new SDP plan for new construction.

**CA Staff Recommendation:** No action recommended CA staff is monitoring the courthouse project.



# Newly Submitted Development Plans

## ECP-19-027

Near Dorsey's Search

Map created by Columbia Association, November 29, 2018



Property Boundary CA Owned or Leased Property Columbia Area

**Project Description:** An Environmental Concept Plan was submitted for a development proposal to construct 120 age-restricted apartment units on 4.5 acres of land located at the NE quadrant of the intersection of Route 108 and Columbia Rd.

**Submitted:** 11/26/2018

**Zoning:** R-APT

**Decision/Status:** Under review

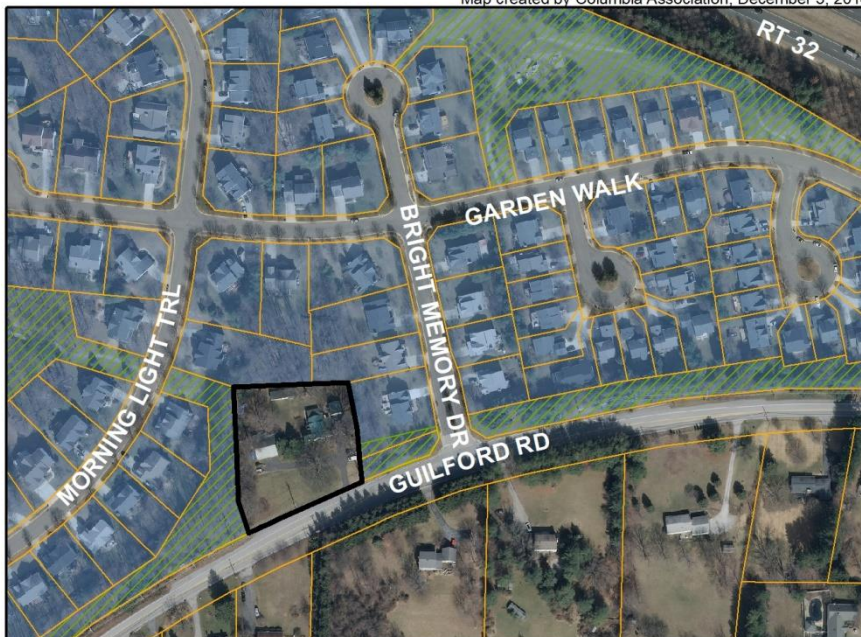
**Next Steps:** FP and SDP

**CA Staff Recommendation:** No action recommended - The applicant will need to meet current design standards as determined by the Development Engineering Division.

## WP-19-043, Willow Nook

Near River Hill

Map created by Columbia Association, December 3, 2018



Property Boundary CA Owned or Leased Property Columbia Area

**Project Description:** An alternative compliance request was submitted in association with a minor subdivision at 7079 Guilford Road requesting the removal of 2 out of 7 specimen trees and requesting to not add streetlights.

**Submitted:** 11/16/18

**Zoning:** R-20, Low Density Residential

**Decision/Status:** Under review

**Next Steps:** If approved, WP will apply to future plan submissions for this project.

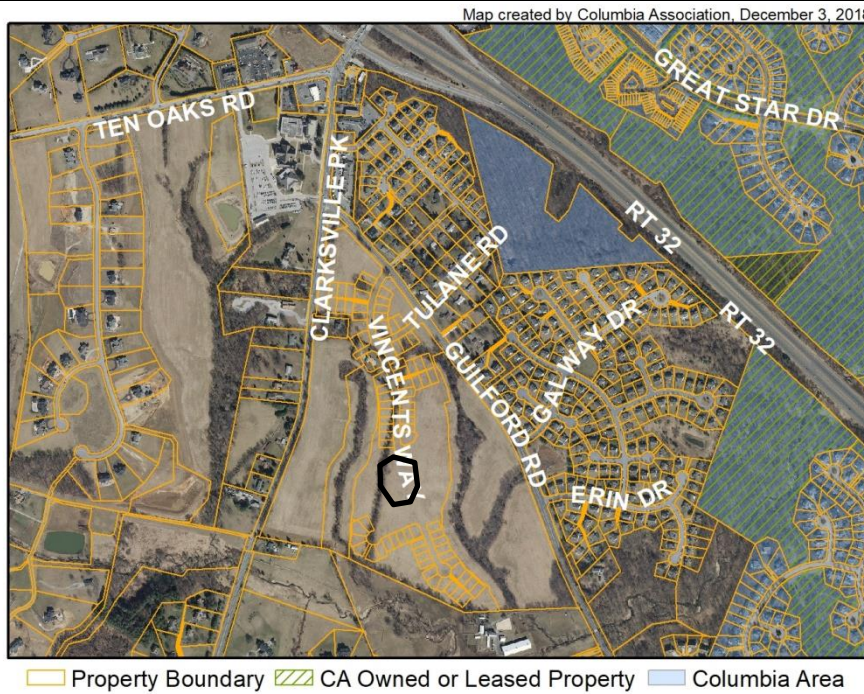
**CA Staff Recommendation:** No action recommended – the proposed development is consistent with adjacent developed areas and there are currently no street lights on Guilford Road. Review by DPZ staff is pending.



# Newly Submitted Development Plans

## SDP-19-023, Enclave at River Hill

Near River Hill



**Project Description:** A site development plan was submitted for 8 single family detached homes on property at the SW corner of Clarksville Pike and Guilford Road. Part of a multi-phase development project consisting of 151 total homes.

**Submitted:** 11/2/18

**Zoning:** R-20, Low Density Residential

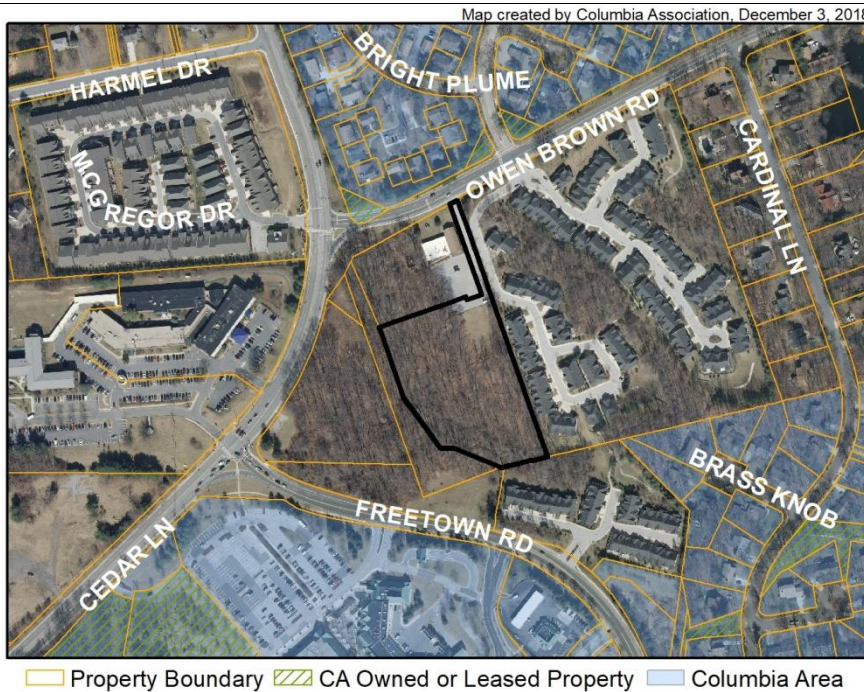
**Decision/Status:** Applicant must submit revised plan by January 14<sup>th</sup>.

**Next Steps:** Final step in development review process. Review by DPZ technical staff.

**CA Staff Recommendation:** No action recommended – project is consistent with prior approvals.

## WP-19-035, Hidden Ridge

Near River Hill



**Project Description:** The owner of property at 10685 & 10689 Owen Brown Road requested additional time to resubmit a subdivision plan for 1 open space lot and 12 single-family attached homes on ~4.9 acres of land behind the Abiding Savior Lutheran Church.

**Submitted:** 11/2/18

**Zoning:** R-SC, medium Density Res.

**Decision/Status:** An extension of time was approved on 11/30/2018

**Next Steps:** Submittal of revised Final Plan

**CA Staff Recommendation:** no action recommended



# Newly Submitted Development Plans

## ECP-19-025, Wilde Lake Multi-Use Pathway

Wilde Lake Village

Map created by Columbia Association, November 29, 2018



Property Boundary CA Owned or Leased Property Columbia Area

**Project Description:** As part of the Downtown Columbia Plan Community Enhancement, Programs, and Public Amenities (CEPPA) #18 requirements, Howard Research and Development Corporation is proposing to construct a pedestrian and bicycle side path facility on the northern side of Twin Rivers Road from Faulkner Road to Governor Warfield Parkway. (predominantly within CA open space)

**Submitted:** 11/16/18

**Zoning:** NT, New Town

**Decision/Status:** Under review

**Next Steps:** Submission of subdivision and site development plan

**CA Staff Recommendation:** CA planning staff is supportive of this project and is reviewing plan submittals in coordination with the CA Open Space and Facilities team to evaluate impacts to CA property and coordination on required easements.

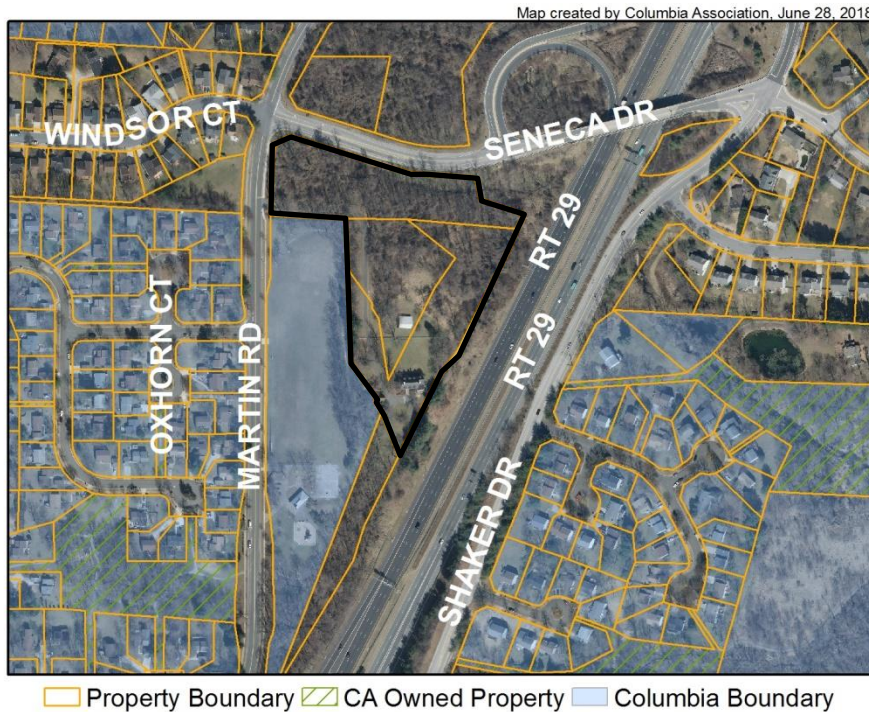
# Newly Submitted Development Plans

**WP-19-039, Brightview Columbia**

**F-19-037, Brightview Columbia**

**SDP-19-032, Brightview Columbia**

*Near Hickory Ridge*



## Project Description:

Waiver Petition: An alternative compliance request was submitted for property located at 6680 Martin Road for the removal of 2 out of 3 specimen trees and relief from the requirement to provide 60 ft. public road frontage for Athol Manor since it will be used as a community building for the project and accessed from the main project's roadways.

The waiver petition, final plan and site development plan were submitted in association with the proposed development of 170 Senior Living Residences (80 assisted, 90 independent) on ~ 6.69 acres.

**Submitted:** 11/13/18

**Zoning:** CEF-M

**Decision/Status:** Under review

**Next Steps:** Review by DPZ technical staff. Final step in development review process pending conditional use approval by the Hearing Examiner for the proposed age-restricted use.

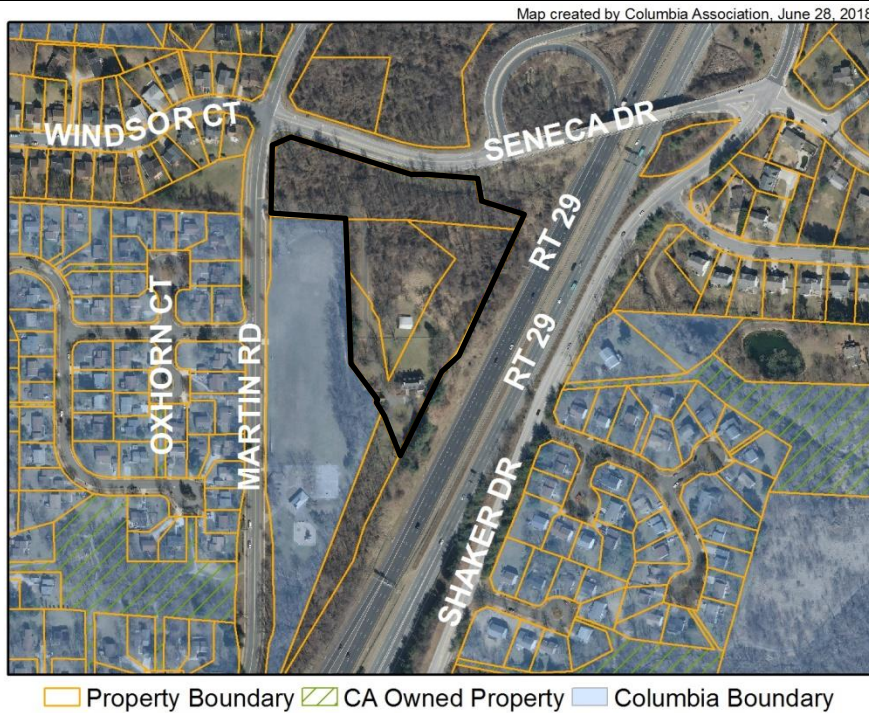
**CA Staff Recommendation:** No action recommended – development is consistent with concept plan approved as part of CEF-M zoning change.



# Newly Submitted Development Plans

## WP-19-031, Athol Woods

Near River Hill



**Project Description:** An alternative compliance request was submitted requesting an extension of time on the original approved single-family detached subdivision plans for Athol Woods to keep plans legally alive pending decision of the Brightview age-restricted conditional use development proposal.

**Submitted:** 10/30/18

**Zoning:** CEF-M

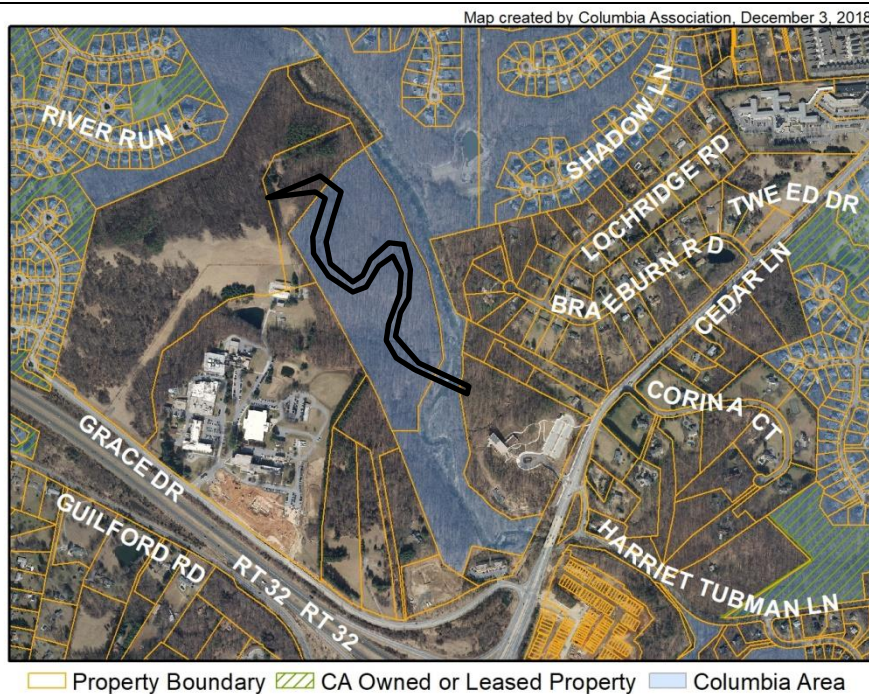
**Decision/Status:** Under review

**Next Steps:** If approved, WP will apply to future plan submissions for this project

**CA Staff Recommendation:** no action recommended.

## SDP-19-025, Cedar Creek Bridge and Trail

Near River Hill



**Project Description:** An SDP was submitted for an environmental trail connecting the Cedar Creek development to the Robinson Nature Center. This project is a community enhancement and a condition of approval for CEF-R associated with the adjacent Cedar Creek residential development on Grace Drive.

**Submitted:** 11/21/18

**Zoning:** NT, New Town

**Decision/Status:** Under review

**Next Steps:** Technical review by staff.

**CA Staff Recommendation:** No action recommended – development is consistent with concept plan approved as part of CEF-R zoning change.

## Columbia Development Tracker (October 2018)

Last Updated 10/30/2018

This is the monthly status summary of previously proposed development and redevelopment projects in Columbia.

### Previous Development Proposals and Decisions

Project	Latest Submission or Meeting Date	Project Description	Village	Zoning	Decision/Status	Stage in the Development Review Process / Next Steps	CA Staff Recommendation
SDP-18-047	3/1/2018, 11/28/2018	Locust United Methodist Church, located at 8105 Martin Rd, submitted a site development plan for expansion of church facilities and a parking lot addition including the construction of an activity room and ADA improvements.	Near Hickory Ridge	R-SC	Under Review	Final DPZ staff-level review	No action recommended - Project will have minor impact to neighborhood.
SDP-17-010	2/16/2018	Site Development Plan submitted to redevelop an existing warehouse for recreational and office uses. The project includes reconfiguration of the parking lot.	Near non-village land, Gateway	M-1	Time extension granted per WP-18-122; applicant must submit revised plan by 4/26/2019	Final DPZ staff-level review	No action recommended - Project does not substantially change use or operations.
SDP-18-005 Downtown Columbia Crescent	11/29/2017, 4/2/2018, 6/25/2018	Howard Research and Development Corporation submitted a Site Development Plan for Phase 2, Area 3 of the Crescent Neighborhood Downtown Revitalization plan. Development proposal is for two mixed-use buildings with 423 apartments (including 26 moderate income housing units), 1 restaurant, 1 retail site.	Downtown Columbia	New Town	Planning Board approved on 11/8/2018	Submission of final approved documents for signature.	No action recommended. Case is complete.
ECP-18-037	3/6/2018, 4/12/2018	An Environmental Concept Plan was submitted for the construction of a new elementary school and demolition of the existing Talbott Spring Elementary School. The State Interagency Commission on School Construction supports the request to build a new school, reversing a previous ruling that approved renovation/addition project instead on demolition and replacement.	Oakland Mills	NT	Submit revised	Environmental Concept Plans (ECP) are an initial evaluation of site planning and undergo DPZ staff-level technical review.	No action recommended - The applicant will need to meet current design standards as determined by the Development Engineering Division.
F-18-087 Hidden Ridge	4/24/2018, 8/7/2018	The owner of property at 10685 & 10689 Owen Brown Road submitted a subdivision plan for 1 open space lot and 12 single-family attached homes on ~4.9 acres of land behind the Abiding Savior Lutheran Church.	Near Hickory Ridge	R-SC	Applicant should submit revised plan	Final subdivision plan prior to submitting a SDP	CA staff is monitoring this case as it relates to the adjacent Mas Tec Network cell tower project.
F-18-083	4/2/2018, 6/29/2018, 9/21/2018	A Final Plan was submitted for a proposal to build 6 single-family detached homes on 2.74 acres at 7440 Oakland Mills Road in the Guilford neighborhood, southeast of Snowden River Parkway.	Near Columbia non-village	R-12	Applicant must submit revised plan.	Final subdivision plan prior to submitting a SDP	No action recommended – the proposed development of this parcel is consistent with the surrounding density and permitted zoning.

## Columbia Development Tracker (October 2018)

Last Updated 10/30/2018

This is the monthly status summary of previously proposed development and redevelopment projects in Columbia.

### Previous Development Proposals and Decisions

Project	Latest Submission or Meeting Date	Project Description	Village	Zoning	Decision/Status	Stage in the Development Review Process / Next Steps	CA Staff Recommendation
F-18-041 Cedar Creek - Phase 1 (Renamed from Simpson Oaks)	5/7/2018, 10/16/2017	The owner of property on Grace Drive submitted a final plan for phase 1 of their development of ~60 acres. The plan consists of 46 single-family detached home lots and 83 town home lots, 12 open space parcels and 8 future residential parcels to be developed under Phase 2.	Near Hickory Ridge and River Hill	CEF-R	Applicant must submit revised plan.	Final subdivision plan prior to submitting an SDP	No action recommended, plan appears consistent with original site plan concepts and previous plan submissions.
S-18-006	5/7/2018, 7/31/2018	A sketch plan was submitted for 18 single-family detached homes on what is currently Grandfather's Garden Club (5320 Phelps Luck Road).	Village of Long Reach	NT	Deemed technically complete on 11/16/2018	Preliminary Plan -> Final Plan -> SDP -> Planning Board Approval	No action recommended - subdivision appears to be in line with the conditions made during adjustment of the PDP to develop this property with residential single-family homes.
F-18-109 Name Change to: Cedar Creek – Phase 2 Previously: Simpson Oaks - Phase 2	6/15/2018, 9/17/2018	The owner of property on Grace Drive submitted a final plan for phase 2 of their development of ~60 acres. The plan consists of 55 single-family detached home lots which are part of a larger development.	Near Hickory Ridge and River Hill	CEF-R	Submit revised application by 12/14/2018	Final subdivision plan prior to submitting a SDP	No action recommended - The subdivision plan appears to be in line with the concept plan associated with the CEF-R zone.
F-18-116 Antwerpen Properties	6/18/2018	Final plan was submitted for a property located at the northwest quadrant of Ten Oaks Road and Clarksville Pike (MD 108) for the purpose of donating land to the State Highway Administration as dedicated public right-of-way to accommodate road widening.	Near River Hill	B-2	Under Review	Final DPZ staff-level review - new ROW will be recorded.	No action recommended - impact is minimal and necessary.
SDP-18-044 River Hill Square	6/15/2018, 8/16/2018, 10/15/2018	The owner of property at 12171 Clarksville Pike (MD 108) submitted a site development plan for a commercial redevelopment project that will include a post office, bank, and two retail sites with associated landscaping/parking area. Project will also result in the realignment of Sheppard Lane and new stormwater management.	Near River Hill	B-1	Deemed technically complete on 11/20/2018	Submission of final approved documents for signature.	No action recommended - project is consistent with development standards for this zone.
ECP-18-056	6/12/2018	An environmental concept plan was submitted for a piece of property at 6205 Waterloo Road (east side of Route 108). The owner is proposing to build 3 single-family detached dwelling units on 0.76 acres of property currently containing 1 existing single-family home.	Near Long Reach	R-SC	Submit Revised	Environmental Concept Plans (ECP) are an initial evaluation of site planning and undergo DPZ staff-level technical review.	No action recommended - The applicant will need to meet current design standards as determined by the Development Engineering Division.



## Columbia Development Tracker (October 2018)

Last Updated 10/30/2018

This is the monthly status summary of previously proposed development and redevelopment projects in Columbia.

### Previous Development Proposals and Decisions

Project	Latest Submission or Meeting Date	Project Description	Village	Zoning	Decision/Status	Stage in the Development Review Process / Next Steps	CA Staff Recommendation
F-18-099 Sheppard Lane	7/6/2018, 10/4/2018	Recordation of a residential use easement at the SW side of Sheppard Lane intersection with Clarksville Pike for the purposes of realigning Sheppard Lane in association with the River Hill Square redevelopment project.	Near Hickory Ridge and River Hill	RC-DEO	Deemed technically complete on 11/14/2018	Complete following recordation of easement.	Staff is monitoring this project and reviewing all submittals. No action recommended at this time.
SDP-19-009 Dorsey Overlook Apartments	8/3/2018	Proposal to construct 114 apartment units and 20 MIHU apartment units on 4.5 acres of land located at the NE quadrant of the intersection of Route 108 and Columbia Rd.	Near Dorsey's Search	R-APT	Submit Revised	Final DPZ staff-level review (on hold as applicant is pursuing a conditional use approval for age-restricted units)	Staff is monitoring this project and reviewing all submittals. No action recommended at this time.
F-18-118 Willow Nook	8/23/2018, 11/16/2018	The owners of property at 7079 Guilford Road have submitted a final subdivision plan for two single family detached lots on 1.14 acres currently developed with one single family home.	Near King's Contrivance	R-20	Under review	DPZ schedules Subdivision Review Committee Meeting 3 to 4 weeks after application date (in-house review only). If approved, applicant submits site development plan.	No action recommended – the proposed development of this parcel is consistent with the permitted density and consistent with lot sizes of the surrounding area.
SDP-19-014 Larrick Subdivision	9/21/2018	The owner of property at 6604 & 6608 Allen Lane submitted a site development plan proposing to construct four single family detached homes on two lots currently consisting of two existing homes on a combined 2.25 acres.	Near Long Reach	R-12	Applicant must submit revised plan by 12/13/2018	Final DPZ staff-level review	No action recommended – the proposed development of this parcel is consistent with the permitted density and redevelopment of large lots with infill development to match surrounding densities.
ECP-19-005 Robinson Overlook	9/5/2018, 11/21/2018	The owner of property at 7410 Grace Drive submitted an Environmental Concept Plan for 50 dwelling units spread between five residential apartment buildings. This project is being developed in partnership with the Howard County Housing Commission with low, moderate, and mixed income housing structure.	Near Hickory Ridge	POR	Under Review	Subdivision and Site Development Plans subject to Planning Board Approval.	CA staff will continue to monitor this project through upcoming plan submittals. Staff is supportive of this mixed-income proposal.
ECP-18-052 Grandfather's Gardens	9/11/2018, 10/23/2018	An Environmental Concept Plan was submitted for 18 single-family detached homes on 5.6 acres of land that is currently Grandfather's Garden Club (5320 Phelps Luck Road).	Village of Long Reach	NT	Approved 11/30/2018	Final Development Plan and Site Development Plan stages, eventually Planning Board	No action recommended - The applicant will need to meet current design standards as determined by the Development Engineering Division.

## Columbia Development Tracker (October 2018)

Last Updated 10/30/2018

This is the monthly status summary of previously proposed development and redevelopment projects in Columbia.

### Previous Development Proposals and Decisions

Project	Latest Submission or Meeting Date	Project Description	Village	Zoning	Decision/Status	Stage in the Development Review Process / Next Steps	CA Staff Recommendation
SP-18-003 Eden Brook	10/23/2018	A preliminary equivalent sketch plan was submitted in association with the proposed development of 24 single-family attached age-restricted houses at the SW corner of Guilford Road and Eden Brook Drive on the historic Wildwood House site.	Near Kings Contrivance	R-12	Under review	Staff-level review by the Subdivision Review Committee and assessment of APFO. Next step: Final Plan	Staff submitted comments to the Subdivision Review Committee indicating the Hearing Examiner's requirements that the applicant coordinate the shown trail connections with CA and noting that the Applicant has not yet reached out to CA to do so.
WP-19-024 Atholton Overlook	10/1/2018	The owner of property at 6549 Freetown Road is proposing to build 6 single-family detached dwelling units on 2 acres of property currently containing 1 existing single-family home. Waiver petition was for the removal of one centrally located specimen tree with an approved alternative compliance replacement regime.	Near Hickory Ridge	R-12	Approved 10/30/2018	Final DPZ staff-level review	No action recommended
ECP-19-014 Lakefront Core Neighborhood – Public Square	10/22/2018	Howard Research and Development Corp. submitted an Environmental Concept Plan for the public square at the lakefront area of Downtown Columbia for a property consisting of 0.6 acres of land located between Columbia Association lakefront land and the Whole Foods north of the Whole Foods site. This is also the site of the proposed veteran's memorial site.	Downtown Columbia, Non-village	NT	Approved 11/14/2018	Prior to submission of Site Development Plan	No action recommended - The applicant will need to meet current design standards as determined by the Development Engineering Division.  CA staff will continue to monitor this project through upcoming plan submittals.
ECP-19-006 Taco Bell	10/18/2018	An Environmental Concept Plan was submitted for the Taco Bell located at 7102 Minstrel Way. The existing building will be replaced with a new building (also Taco Bell) and adjustments made to the site design.	Village of Owen Brown	NT	Under review	Submission of FP & SDP	No action recommended - The applicant will need to meet current design standards as determined by the Development Engineering Division.
F-19-034 Jordan Overlook & Dalton	10/18/2018	A Final subdivision plan was submitted for 4925 Canvasback Dr. and 9211 Jordan River Rd for the purpose of making adjustments to existing lot lines to bring them into compliance with current standards. Property is associated with anticipated conditional use case proposal for age-restricted adult housing development.	Near Oakland Mills	R-20	Under review	Pending determination of how property will be redeveloped	No action recommended at this time. Staff is following the conditional use case.

**Columbia Development Tracker (October 2018)**

Last Updated 10/30/2018

This is the monthly status summary of previously proposed development and redevelopment projects in Columbia.

**Previous Development Proposals and Decisions**

Project	Latest Submission or Meeting Date	Project Description	Village	Zoning	Decision/Status	Stage in the Development Review Process / Next Steps	CA Staff Recommendation
ECP-19-015	10/23/2018	An Environmental Concept Plan was submitted for a property located at 9199 Red Branch Road. The ECP is associated with the proposed tear down of the existing building and replacement with a three-story self-storage facility.	Columbia Non-village	NT	Approved 10/30/2018	Prior to submission of FP and SDP	No action recommended - The applicant will need to meet current design standards as determined by the Development Engineering Division.
ECP-18-053 Shiraz Property	10/17/2018	The owner of property at 6135 Waterloo Road submitted an Environmental Concept Plan for the construction of one single family detached unit on 0.9 acres of land currently containing 1 existing single-family home.	Near Long Reach	R-SC	Applicant must submit revised plans	Submission of subdivision and site development plans	No action recommended - project is consistent with development standards for this zone.

# **Stream Bank Stabilization in Open Space**



**Columbia**  
Association

# Streams in open space

- There are approximately 35 miles of streams that flow through Open Space.
- The streams range in size from small head water streams to the Middle Patuxent River.





# Streams in open space

- Streams erode their banks and meander, move side to side, as part of their natural process. Channels erode on the outside of bends and deposit sediment on the inside of bends.



# Streams in open space

- The increases in the volume of water that flows through our streams as a result of uncontrolled runoff from impervious surfaces, much of which is piped directly to streams, has increased the rate of stream bank erosion.



# Streams in open space

- Maryland follows the common law rule (court opinions) that holds that property owners are not liable for the effects of the natural flow of water from their properties onto other owner's properties.

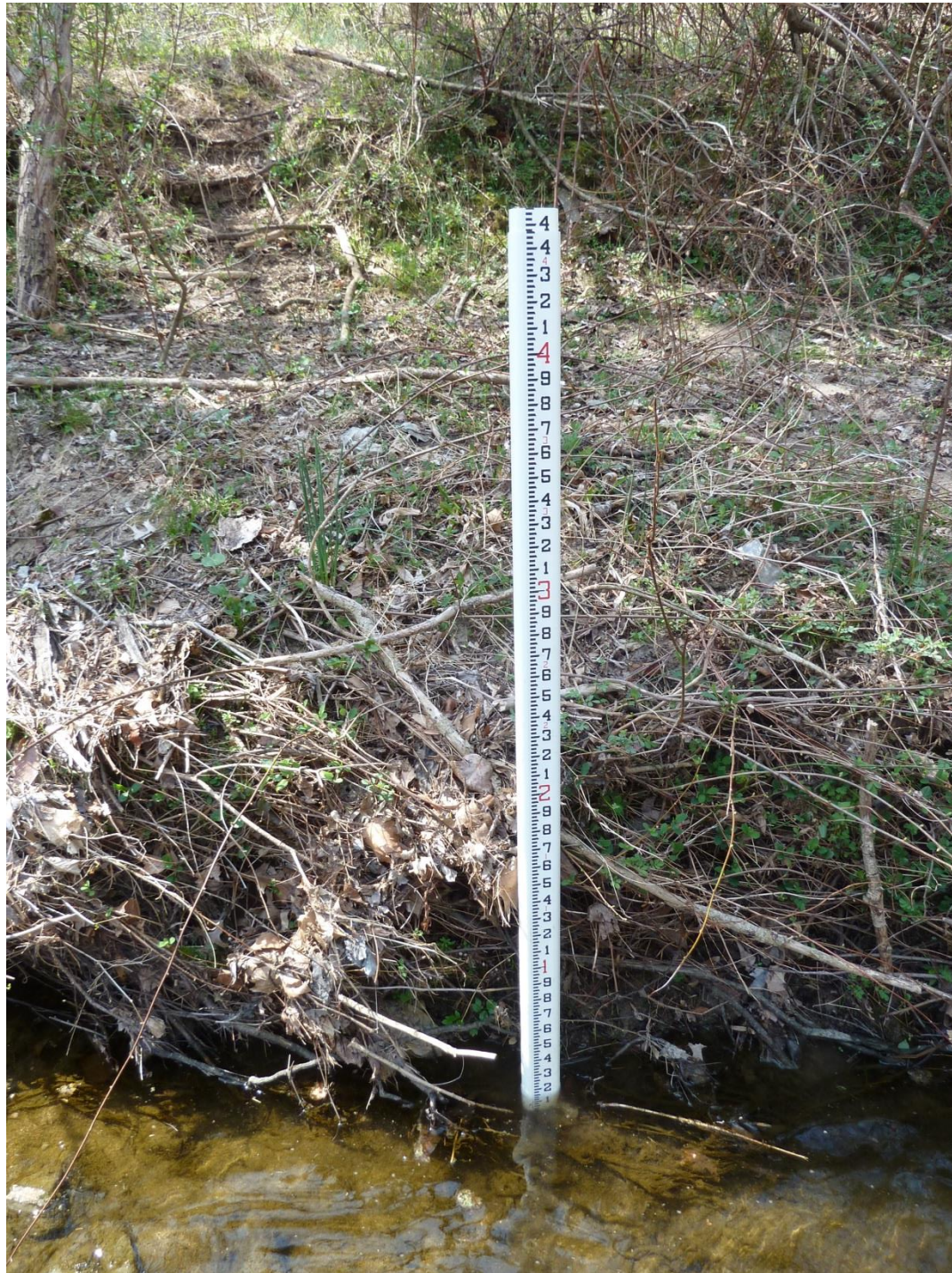


# Streams in open space

- Maryland case decisions support the doctrine that a property owner is not liable for damage caused to another property by water that has naturally changed course.







There are streams in open space with relatively stable banks.





Streams  
with  
moderate  
erosion,  
steep  
vegetated  
banks 2-4  
feet high.





Streams with severely eroded banks, 6-10 ft. high.





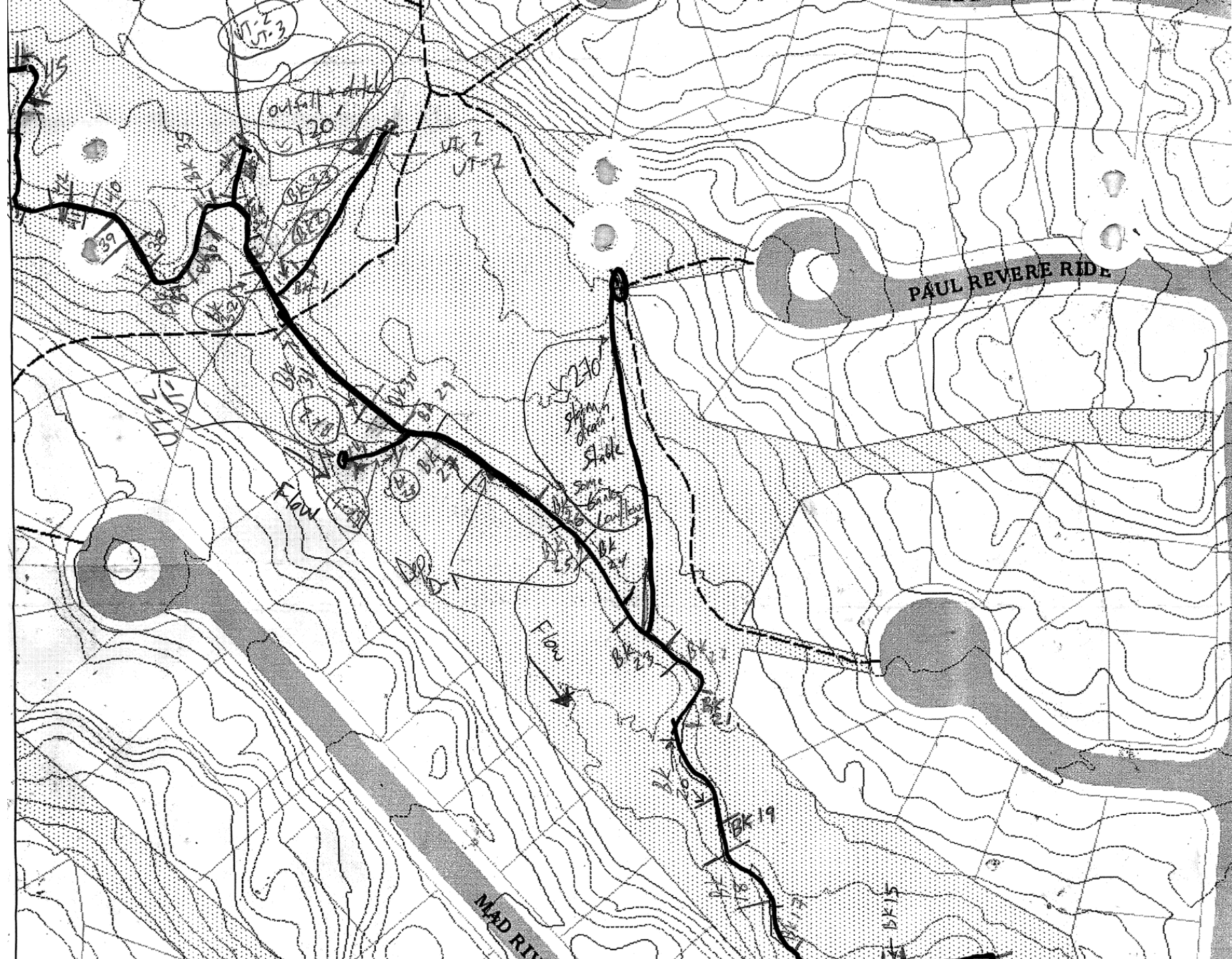
And a few extreme examples. Since streams are located throughout open space there are places where the erosion threatens infrastructure such as pathways, bridges and buildings.



# US Fish and Wildlife Stream Survey

Feature	Lat/Long		Length, ft..... (Bank or deposition)	Height, ft..... (Bank or Headcut)	BEHI Rating	NBS Rating	Predicted Rate of Bank Erosion (ft/year)	Predicted Erosion Amount (ft <sup>3</sup> /year)	Predicted Erosion Amount (tons/year)	Predicted Erosion Rate (tons/year/ft)	Comments
Feature I.D. (Bank., Headcut or Deposition I.D.)	Start	End									
	Headcut Location or Start of Bank/Deposition	For Banks or Deposition only									
D4dUT2RB46	39.23048	39.23047	38.0	3.2	moderate	low	0.13	15.20	0.43	0.02	
	-76.87905	-76.87907									
D4dUT2LB47	39.23048	39.23049	24.0	3.0	moderate	low	0.13	9.00	0.26	0.02	
	-76.87917	-76.87928									
D4dUT2LB48	39.23049	39.23051	40.0	4.0	moderate	very high	0.70	112.00	3.19	0.13	NBS due to outside meander and transverse riffle pushing H2O against bank, lots of clay in bank
	-76.87928	-76.87936									
D4dUT2LB49	39.23049	39.23048	22.0	4.0	moderate	very high	0.70	61.60	1.75	0.13	there is a cut off chute forming in this bank, see map and pic #040
	-76.87945	-76.87946									
D4dUT2RB50	39.23051	39.23049	32.0	3.0	low	moderate	0.09	8.64	0.25	0.01	eroded bank to clay layer
	-76.87944	-76.87945									

CA contracted with the US Fish and Wildlife Service to conduct a stream bank erosion study, which estimated bank erosion rates for over 30 miles of streams. The study cost of \$35,000. The study provided a spreadsheet like the one above listing stream segments and attributes, field maps, and pictures. Impact on any infrastructure was not included in the study.









# Addressing bank erosion around CA infrastructure.

## Decision process



- First option: move asset if possible.
- Second option: get someone else to pay for stream stabilization.
- Last resort: we pay for repair.
- Cost containment:
  - Nothing over 200 linear ft., easier permitting process.
  - We build.



CA staff have been stabilizing stream banks around CA infrastructure for a long time. This is a stream along the path behind Honey Laden Ct. in Owen Brown. The angular grey rock is rock that has been placed on the bank and washed into the stream.





New imbricated stone wall behind Honey Laden Ct. Cost \$43,000





The remnants of the gabion rock baskets that were protecting the footers of the pathway bridge below the Wilde Lake dam.



These are the imbricated walls Capital Improvements staff built to stabilize the bridge below the Wilde Lake dam. Cost \$39,000







Stream bank eroding into the pathway at Footed Ridge, in Long Reach. Cost 2020 budget estimate \$75,000.





Stream bank erosion behind Scarecrow Ct, Oakland Mills.  
Fence line on the property line. House 44 ft. from the  
stream bank.

# Addressing bank erosion adjacent to a home.

## Decision process



- First option: do not repair
- Second option: get someone else to pay for stream stabilization.
- Last resort: we pay for repair.
- Cost containment:
  - Nothing over 200 linear ft., easier permitting process.
  - We build





Old bank repair behind Whetstone.  
House is 60 ft. from the stream.





Imbricated wall built in 2001. Fabric beneath rock not installed correctly by the contractor and the wall is failing. Wall is 24 ft. from the house.





Imbricated wall behind New Leaf Ct. Eroded bank was 25 ft. from the House. Built in 2017, Cost \$40,000.





Imbricated wall behind Whetstone Rd.. Eroded bank was 34 ft. from the House. Built in 2018 Cost \$35,000



# How municipalities handle streams that meander off public property and threaten homes

- Montgomery County: Will take an easement and look for grant funds.
- Howard County: Approach is case by case. If the resident requests help, the County will ask for cost share. If it is only some grading on the edge of a stream restoration project on County property, the County will ask for a right of entry.





# How municipalities handle streams that meander off public property and threaten homes

- Anne Arundel County: It's very case by case, but generally it's something the private property owner would need to address.

## Recommendation

# Columbia Wide Stabilization Projects

Since we are a civic corporation operated exclusively for the promotion of the common good and social welfare of the people of the community of Columbia and its environs, staff recommends setting aside \$100,000 per year in the Category I, Columbia Wide Stabilization Projects to help residents protect residential house structures from stream bank erosion.



## Criteria



# Columbia Wide Stabilization Projects

- Goal: To help residents protect their homes by addressing current migrating stream bank erosion problems before the bank has eroded across CA's property line.
- Protection of residential home structures only.
- Stream banks eroding at a moderate to extreme rate, as defined by the Bank Erosion Hazard Index.

## Criteria

# Columbia Wide Stabilization Projects

- Eroding stream bank within 50 ft. of a residential house structure.
- Staff will create a committee to review resident requests for a project protecting their residence from stream bank erosion.





Date: December 6, 2018

To: CA Board of Directors

From: Sheri Fanaroff

Re: Guilford Industrial Restrictions

As you may recall, Christopher Alleva talked during resident speakout at several Board meetings about enforcement of the Guilford Industrial Restrictions. Mr. Alleva then followed up with emails to Milton W. Matthews attaching a draft amendment to those Restrictions (which would need to be agreed to by Guilford Industrial Park property owners holding a majority of the acreage) and asking for CA's comments.

Our review of the amendment led to a concern with respect to certain of its provisions. As a result, we determined that the preferable approach would be for CA to draft its own proposed amendment. That draft Agreement to Modify the Guilford Industrial Restrictions is attached, along with a copy of the original Restrictions hand-marked to show the changes that would be effected by that modification agreement.

Note, however, that the Restrictions, in addition to permitting amendment, also permit outright termination. Consequently, we also have attached a draft Agreement Terminating the Restrictions. Given that the Guilford Industrial Restrictions were created in March 1972, more than 46 years ago, it may be preferable to terminate the Restrictions and allow the Guilford property owners (which include CA) to determine what, if any, restrictions would be appropriate today. You also may wish to keep in mind that it may be more efficient and desirable to incorporate many of the restrictions into new zoning regulations during the rezoning process that is being undertaken by the County.

## **AGREEMENT TO MODIFY GUILFORD INDUSTRIAL RESTRICTIONS**

THIS AGREEMENT TO MODIFY is made as of this \_\_\_ day of \_\_\_\_\_, 2018, by the undersigned parties, which are the record owners of a majority of the Property (as defined below) that is subject to the terms, conditions, and restrictions of the Declaration (as defined below).

WHEREAS, a certain Deed, Agreement and Declaration dated May 31, 1972, by and between The Howard Research And Development Corporation ("HRD") as Grantor, Rose Marie Venere as Grantee, and The Columbia Park And Recreation Association, Inc. ("CPRA"), now known as Columbia Association, Inc. as a result of a name change ("CA"), was recorded among the Land Records of Howard County, Maryland in Liber 588, Folio 371, et seq. ("Declaration"), and subjected certain parcels of land consisting in the aggregate of 129.7039 acres to certain restrictions commonly known as the Guilford Industrial Restrictions (the "Restrictions") and

WHEREAS, certain Deeds and Declarations of Annexation (collectively the "Annexations") recorded in the Land Records of Howard County, Maryland at Liber 595, Folio 59, et seq., Liber 638, Folio 440, et seq. and Liber 1544, Folio 213, et seq., subjected certain additional parcels of land consisting of 25.011 acres, 10.381 acres and 10.973 acres, respectively, to the Restrictions; and

WHEREAS, all of the property now subject to the Restrictions, which collectively comprises 176.7669 acres, is referred to herein as the "Property"; and

WHEREAS, pursuant to the provisions of Section 3.02 of the Declaration, at any time after January 1, 2000, the "Restrictions may be modified in any particular or terminated in their entirety by the recording among the Land Records of Howard County, Maryland, an agreement of modification or termination executed by the then record Owners of a majority of the Property subject thereto;" and

WHEREAS, all of the current record owners of property subject to the Restrictions are listed on Exhibit "A" hereto, and the signatories to this Amendment own \_\_\_\_\_ acres of the Property, thereby constituting a majority of the Property;

NOW, THEREFORE, the undersigned hereby agree to modify the Restrictions as follows:

1. Section 5.01 of the Restrictions is deleted in its entirety, and the following is inserted in its place:

"The 'Architectural Committee' shall be composed of those five individuals so designated from time to time by CA, consisting of three persons with knowledge and experience that is deemed by CA in its sole discretion to be relevant to making determinations called for by the Restrictions and two other persons, at least one of whom shall be the owner of property subject to the Restrictions. The affirmative vote of a

majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, authorization or approval authorized or required by these Restrictions (including, but not limited to, any determination whether to approve or disapprove plans and specifications submitted pursuant to this Article V). The decision of a majority of the members of the Architectural Committee shall be final and binding.

2. Section 5.05 of the Restrictions is amended by substituting the phrase “ninety (90)” instead of “thirty (30)” in the last paragraph.
3. Section 5.06 of the Restrictions is amended by deleting “HRD or” from the first sentence of the second paragraph and deleting “HRD,” from the second sentence of the second paragraph.
4. Section 5.08 of the Restrictions is amended by deleting the phrase “fifty percent (50%) of.”
5. Section 5.09 of the Restrictions is amended by deleting “HRD,”.
6. Section 7.01 of the Restrictions is amended by: deleting the phrase “and CPRA” in both places that it appears; replacing “their respective” with “its” in the first line of the last paragraph; and inserting at the end of Section 7.01 the following: “CA and its agents, successors and assigns shall have the right to enter upon all parts of the easement area of each Lot, but CA shall have no obligation to perform any work thereon or to maintain any such areas.
7. Section 9.01 of the Restrictions is amended by substituting the term “CA” for “HRD” in all places where the latter appears.
8. Section 10.01 of the Restrictions is amended by inserting in the first sentence the phrase “but not the obligation” following the phrase “shall have the right.”
9. Section 10.03 of the Restrictions is amended by inserting as a new second sentence “CA’s determination whether to enforce the Restrictions shall be in its sole discretion, and a determination not to enforce the Restrictions shall in no event be deemed a breach of the Restrictions.”

WHEREFORE, the following duly execute the foregoing Agreement to Modify as of the date first above written.

[SIGNATURE BLOCKS]



## **AGREEMENT TERMINATING GUILFORD INDUSTRIAL RESTRICTIONS**

THIS AGREEMENT is made as of this \_\_\_ day of \_\_\_\_\_, 2018, by the undersigned parties, which are the record owners of a majority of the Property (as defined below), subject to the terms, conditions, and restrictions of the Declaration (as defined below).

WHEREAS, a certain Deed, Agreement and Declaration dated May 31, 1972, by and between The Howard Research And Development Corporation ("HRD"), as Grantor, and Rose Marie Venere, as Grantee, and The Columbia Park And Recreation Association, Inc. ("CPRA"), now known as Columbia Association, Inc., as a result of a name change ("CA"), which was recorded among the Land Records of Howard County, Maryland in Liber 588, Folio 371, et seq. ("Declaration"), subjected certain parcels of land consisting in the aggregate of 129.7039 acres to certain restrictions commonly known as the Guilford Industrial Restrictions (the "Restrictions") and

WHEREAS, certain Deeds and Declarations of Annexation (collectively the "Annexations") recorded in the Land Records of Howard County, Maryland at Liber 595, Folio 59, et seq., Liber 638, Folio 440, et seq. and Liber 1544, Folio 213, et seq., subjected certain additional parcels of land consisting of 25.011 acres, 10.381 acres and 10.973 acres, respectively, to the Restrictions; and

WHEREAS, all of the property now subject to the Restrictions, which collectively comprises 176.7669 acres, is referred to herein as the "Property"; and

WHEREAS, pursuant to the provisions of Section 3.02 of the Declaration, at any time after January 1, 2000, the "Restrictions may be modified in any particular or terminated in their entirety by the recording among the Land Records of Howard County, Maryland, an agreement of modification or termination executed by the then record Owners of a majority of the Property subject thereto;" and

WHEREAS, all of the current record owners of property subject to the Restrictions are listed on Exhibit "A" hereto, and the signatories to this Amendment own \_\_\_\_\_ acres of the Property, thereby constituting a majority of the Property;

NOW, THEREFORE, the undersigned hereby agree to terminate the Restrictions, effective as of the date hereof.

WHEREFORE, the following duly execute the foregoing Agreement Terminating Guilford Industrial Restrictions as of the date first above written.

[SIGNATURE BLOCKS]



LIBER 588 PAGE 371

GUILFORD INDUSTRIAL RESTRICTIONS

DEED, AGREEMENT AND DECLARATION

2 5 5 11

THIS DEED, AGREEMENT AND DECLARATION, made this 29<sup>th</sup> day of March, 1972, by and between THE HOWARD RESEARCH AND DEVELOPMENT CORPORATION, a Maryland corporation ("HRD"), Grantor, and ROSE MARIE VENERE, unmarried, a resident of Baltimore 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, the Grantor has heretofore acquired the fee simple interest in the land described in Exhibit "A" annexed hereto and made a part hereof, said land in its entirety and the said fee simple interest therein being hereinafter referred to as the "Property";

WHEREAS, the Property, together with certain other property, was heretofore subjected to those certain covenants, easements, charges and liens set forth in that certain Deed, Agreement and Declaration of Covenants, Easements, Charges and Liens dated the 13th day of December, 1966, by and between CPRA and 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 caused the Property to be subdivided for use as an industrial center and desires to subject the same to those certain additional covenants, agreements, easements and restrictions (hereinafter referred to collectively as the "Restrictions") as hereinafter set forth;



LIBER 588 PAGE 372

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, in order to cause the Restrictions to run with, burden and bind the Property, HRD conveys and assigns the Property to the Declarant upon condition that Declarant covenant and declare as herein provided and forthwith reconvey and reassign the Property to Grantor as its interest existed immediately prior to the execution and delivery hereof, 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 Ten Dollars (\$10.00), 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:

THE GRANTOR does hereby GRANT, CONVEY AND ASSIGN unto the Declarant the Property, subject however, to the Restrictions.

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, personal representatives, 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, personal representatives, 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 in the Restrictions.

AND the parties hereto, for themselves, their heirs, executors, personal representatives, administrators, successors and assigns, further covenant and declare as follows:

ARTICLE I

Property Subject To This Declaration; Annexation LIBER 588 PAGE 373

1.01. The Property subject hereto is situated in the Sixth Election District of Howard County, Maryland, and is more particularly described in Exhibit A attached hereto and made a part hereof.

1.02. Additional lands may be annexed to the Property from time to time, by (i) HRD, or (ii) jointly by HRD and the Owners thereof, 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 (and the interests and estates therein) to be so annexed.

1.03. The Restrictions contained in this Declaration shall not apply to the Property or any portion thereof owned or leased by the United States, State of Maryland, Howard County or any instrumentality or agency thereof for so long as such entity shall be the Owner or Lessee thereof.

2.01. Wherever used in this Declaration, the following terms shall have the following meanings:

"Architectural Committee" as defined in Section 5.01 hereof.

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

"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.

"Declarant" shall mean and refer to Rose Marie Venere, grantee herein, her heirs, executors, personal representatives, administrators, successors and assigns.

"Deed" shall mean any deed, lease or other instrument of conveyance through which any Owner acquires an estate in any Lot.

"Easement area" is defined in Section 7.02 hereof.

"Front setback" shall mean the distance between the street on which a Lot fronts and the nearest setback line parallel thereto. Front setbacks shall be measured from the boundary of the easement or right-of-way for such street and shall extend from side boundary line to side boundary line.

"Lot" shall mean and refer to any lot within the Property as the same shall appear on any recorded subdivision plat.

"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.



"Owner" shall mean and refer to any person having any estate in any Lot, excluding any person who holds such interest as security for the payment of an obligation, but including any mortgagee or other security holder in actual possession of any Lot, by foreclosure or otherwise, and any person taking title from any such security holder.

"Restrictions" shall mean and refer to the covenants and restrictions contained herein, or as the same may be modified in accordance with the provisions of Section 3.02 hereof.

"Rear setback" shall mean the distance between a rear boundary line of a Lot (not adjacent to a street) and the nearest setback line parallel thereto and shall extend from side boundary line to side boundary line.

"Person" shall mean artificial persons as well as natural persons and includes the plural.

"Property" shall mean and refer to that certain property described in Exhibit A attached hereto and made a part hereof and, from and after any annexation, such additional property as may be amended thereto in the manner prescribed in Section 1.02 hereof.

"Setback line" shall mean a line upon a Lot lying parallel to a boundary line of such Lot or to a street which touches such Lot.

"Side setback" shall mean the distance between a side boundary line of a Lot and the nearest setback line parallel thereto, beginning at the front setback line and ending at the rear setback line.

"Street" shall mean any street, highway or other thoroughfare within the Property and shown on any recorded subdivision plat, whether designated thereon as street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

"Structure" shall mean and refer to any thing or device the placement of which upon any Lot might affect the physical appearance thereof, including, by way of illustration and not limitation, buildings, sheds, covered patios, fountains, swimming, wading or other pools, trees, shrubbery, paving, curbing, landscaping, fences or walls, or any sign or signboard. "Structure" shall also mean any excavation or fill, the volume of which exceeds ten (10) cubic yards; or any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot or which affects or alters the flow of any water in any natural or artificial stream, wash or drainage channel upon or across any Lot.



ARTICLE III

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Duration and Modification of Restrictions

3.01. Duration. These Restrictions shall remain in full force and effect until January 1, 2000, and thereafter shall, as then in force, be continued automatically and without further notice, and without limitation, unless modified or terminated in the manner set forth in Section 3.02 hereof.

3.02. Modification or Termination. At any time prior to January 1, 2000, these Restrictions may be modified in any particular, or terminated in their entirety by the recording among the Land Records of Howard County, Maryland, of an agreement of modification or termination executed jointly by the then record Owners of seventy per cent (70%) of the Property subject thereto and HRD, its successors and assigns. At any time after January 1, 2000, these Restrictions may be modified in any particular or terminated in their entirety by the recording among the Land Records of Howard County, Maryland, of an agreement of modification or termination executed by the then record Owners of a majority of the Property subject thereto. Upon any modification as provided in this Section 3.02, these Restrictions shall continue in force and effect as so modified, as above provided.

For purposes of this Section 3.02, "Owner" shall not include any owner or holder of a reversionary interest in all or any portion of the Property under a lease with a term in excess of fifty (50) years. In any case where any Lot has more than one "Owner", any one such Owner may execute any agreement of modification or termination under this Section 3.02 and such execution shall be conclusive and binding with respect to all other persons having any interest in the Lot in question.

ARTICLE IV

Use of Property; Restrictions

4.01. No Residences. No building or other Structure on any Lot shall be used, temporarily or permanently, as a residence or for any other purpose other than such as may be approved by the Architectural Committee in the manner set forth in Article V hereof.

4.02. Building Height Limitation. All buildings shall be limited to a height of fifty (50) feet above finished grade elevation; except that this height limitation may be exceeded, with written approval of the Architectural Committee.

4.03. Underground Utilities, Pipes, Etc. No pipe, conduit, cable, line or the like for water, gas, sewage, drainage, steam, electricity or any other energy or service shall be installed or maintained upon any Lot (outside of any building) above the surface of the ground, except for hoses and movable pipes used for irrigation or other purposes if specifically approved in writing by the Architectural Committee. All auxiliary machinery, equipment or facilities used on any Lot in connection with any such energies or services shall be located upon any Lot only in such manner and upon such conditions as may be specifically approved by the Architectural Committee.

4.04. Parking. All parking areas shall be provided by each Owner on each Lot with no on-street parking permitted. Parking areas shall be paved so as to provide dust-free all-weather surfaces. Each parking space provided shall be designated by white lines painted on the paved surfaces and shall be adequate in area, and all parking areas shall provide, in addition to parking spaces, adequate driveways and space for the movement of vehicles. No parking spaces shall be located on, and no parking shall be permitted within designated front set-back areas, nor within the designated side set-back area when such side set-back area is adjacent to a street, except that visitor parking (not to exceed ten (10) parking spaces) may be permitted within either the designated front or side set-back areas when such parking is screened from the street by approved trees or shrubbery. The number of parking spaces required for each Lot, and the specific location of the same, shall be as designated in plans for each Lot which have been submitted and approved in the manner set forth in Article V hereof. In determining the number of parking spaces and the location thereof for each Lot the Architectural Committee shall consider the exact nature of the use proposed for the Lot, the anticipated number and manner of employment of persons on the Lot, the nature and location of proposed Structures on the Lot, and such other matters as it shall deem relevant.

4.05. Loading. All provisions for vehicle loading shall be provided on the Lot with no on-street vehicle loading permitted. Vehicle loading shall be permitted only at the rear of buildings or on a side; except that such loading performed at a side shall be screened from front street visibility in a manner approved by the Architectural Committee.

4.06. Outside Storage or Operations. No outside storage or operations of any kind shall be permitted on any Lot, unless such activity is visually screened from all streets in a manner approved by the Architectural Committee. No outside storage shall extend above the top of such screening. Said outside storage and operations shall be limited to the rear two-thirds of the Lot and within the building set-back lines.

4.07. Signs. The location, size, design and construction of signs must be in keeping with the character of the Property and all signs must be approved in writing by the Architectural Committee.

4.08. Noise. At no point on any exterior Lot line shall the sound pressure level of any individual plant or operation (other than the operation of motor vehicles or other transportation facilities, or isolated and non-continuing sounds such as whistles, bells or sirens) exceed the decibel levels in the designated octave bands shown below:

Octave Band Cycles Per Second	Maximum Permitted Sound Level in Decibels
0 - 300	75
300 - 1200	55
1200 - 4800	45
4800 and above	40



4.09. Vibration. Buildings and other Structures shall be constructed and machinery and equipment installed and insulated on each Lot so that the ground vibration inherently and recurrently generated is not perceptible without instruments at any point along any of the exterior Lot lines.

4.10. Smoke and Particulate Matter. Visible emissions of smoke will not be permitted (outside any building) which exceed Ringlemann No. 1 on the Ringlemann Chart of the U.S. Bureau of Mines other than the exhausts emitted by motor vehicles or other transportation facilities. This requirement shall also be applicable to the disposal of trash and waste materials. Wind-borne dust, sprays and mists originating in plants will not be permitted.

4.11. Fumes, Gases, Odors, Etc. No fumes, odors, gases, vapors, acids or other substances shall be permitted to escape or be discharged into the atmosphere which, in the opinion of the Architectural Committee, may be detrimental to the health, safety or welfare of persons, or may interfere with the comfort of persons within the area, or which may be harmful to property or vegetation.

4.12. Glare or Heat. Any operation producing intense glare or heat shall be performed only within an enclosed or screened area and then only in such manner that the glare or heat emitted will not be discernible from any exterior Lot line.

4.13. Noxious or Offensive Activities. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall any act be done or condition maintained thereon which may be or become an annoyance or nuisance to persons or property in surrounding areas.

4.14. Maintenance; Refuse or Trash. The Owner of every Lot shall keep his premises, buildings, parking lots and roadways, and all improvements in a safe, clean, neat and sanitary condition and shall comply in all respects with all government zoning, health, fire, and police requirements. Each Owner shall remove at his expense any rubbish of any character which may accumulate on his Lot. During construction of any improvements on any Lot, the Owner thereof shall keep any construction site free of unsightly accumulations of rubbish and scrap materials, and construction materials, trailers, shacks and the like employed in connection with such construction shall be kept in a neat and orderly manner.

4.15. Animals. No livestock, poultry or other animals shall be kept on any Lot except as required for research and development activities related to the practice of veterinary medicine or the boarding and care of domestic animals, and in no event shall any stable, hutch, barn, coop or other housing or shelter for animals or for the storage of materials be placed or maintained upon any Lot, except as approved by the Architectural Committee.



4.16. Dirt, Dust and Waste Discharge. No use of the Property will be permitted which emits dust, sweepings, dirt or cinders into the atmosphere, or discharges liquid, solid wastes or other harmful matter into any stream, river or other body of water which, in the opinion of the Architectural Committee may adversely affect the health, safety, comfort of, or intended property use by, persons within the area. No waste or any substance or materials of any kind shall be discharged into any public sewer serving the Property, or any part thereof, in violation of any regulations of the Howard County Metropolitan Commission or any public body having jurisdiction.

4.17. Landscaping. The land area not occupied by buildings, structures, hard-surfacing, vehicular driveways or pedestrian paths shall be kept planted with grass, trees or shrubs or other ground coverings or landscaping as approved by the Architectural Committee in accordance with the master landscaping plan of the Property. Such land area and landscaping shall be maintained in a neat, clean, and wholesome condition, free of weeds, rubbish and litter, by the Owner of each Lot.

#### ARTICLE V

##### Architectural Committee: Architectural Control

5.01 Architectural Committee. The "Architectural Committee" shall be composed of those three or more individuals so designated from time to time by HRD. HRD agrees that for a period of fifteen (15) years, commencing upon the date of this Declaration, it will (i) appoint the Architectural Committee referred to herein and (ii) will bear such costs of the Committee as are necessary to its effective operation to the extent, if any, that the fees received by the Architectural Committee under Section 5.08 hereof are not adequate. After said fifteen (15) year period, HRD shall continue to have the rights and obligations specified in the preceding sentence until such time as it shall give written notice to the record Owners of the Lots subject to this Declaration that HRD will no longer appoint the Architectural Committee or bear any costs in connection therewith. From and after the receipt of such notice, the members of the Architectural Committee shall be appointed by the majority vote of the Owners of Lots within the Property. For purposes of the first paragraph of this Section 5.01, "Owner" shall not include any owner or holder of a reversionary interest in all or any portion of the Property under a lease with a term in excess of fifty (50) years.

Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, 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 V, 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

*Substitute language set forth in A1 of Agreement to Modify Guilford Industrial Restrictions ("Agreement to Modify")*



~~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 V, 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 is practicable by the entire Architectural Committee. The decision of a majority of the members of the Architectural Committee with respect to such matter shall be final and binding.~~

5.02 Submission of Plans and Specifications. 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 free spaces other than set-backs 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.

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

- (a) failure to comply with any of the Restrictions;
- (b) Failure to include information in such plans and specifications as may have been reasonably requested by the Architectural Committee;
- (c) objection to the exterior design, appearance or materials of of any proposed Structure;
- (d) objection on the ground of incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots or other properties 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 Structure;
- (h) objection to the number or size of parking spaces, or to the design or location of parking areas proposed for any Lot; or
- (i) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure or Structures or use inharmonious with the general plan of improvement of the Property or with Structures located upon other Lots or other properties 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.

5.04. Approval. Upon approval by the Architectural Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

5.05. Rules and Regulations; Time for Approval. The Architectural Committee may promulgate rules governing the form and content of plans and specifications to be submitted for approval, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter. 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, providing (i) the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibitions contained in the Restrictions, and (ii) that the plans and specifications, as approved, and any conditions attached to any such approval, have been adhered to and complied with in regard to all Structures and uses on the Lot in question.



ninety (90) → In the event that the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within ~~thirty (30)~~ days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required to evidence such approval.

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

If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, ~~HRD~~ ~~or~~ CPRA shall have the right, through its agents and employees, to enter upon such Lot, subject to any security controls imposed by the government of the United States (or any agency thereof) with respect to any operation being conducted thereon, and to take such steps as may be necessary to extinguish such violation. ~~HRD~~, CPRA, or any such agent shall not thereby be deemed to have trespassed upon such Lot and shall be subject to no liability to the Owner or occupant of such Lot for such entry and any action taken in connection with the removal of any violation. The cost of any abatement or removal hereunder 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 5.06 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).

5.07. Certificate of Compliance. 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 5.07 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 V, and with all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

5.08. Fees. 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 V, 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 municipal 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.

5.09. Inspection. Any agent of ~~HRD~~, CPRA 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 and the use or uses conducted thereon are in compliance with the provisions hereof; and neither HRD, CPRA, 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. The right of inspection granted herein shall be subject to any security requirements of the United States Government with respect to any Lot or any Structures.

5.10. Temporary Structures. No temporary Structure shall be installed or maintained on any Lot without the specific written approval of the Architectural Committee. All applications for approval of any temporary Structure shall include and shall contain a specific date prior to which such temporary Structure will be dismantled and removed from the Lot in question.

#### ARTICLE VI

##### Setback Areas

6.01. Front, side and rear setback areas for each Lot shall be as designated in plans for each Lot which have been submitted and approved in the manner set forth in Article V hereof, provided, that in no event shall such setback areas so designated be of less size than required by any applicable zoning regulations or any map, plat or plan approved by the appropriate municipal authority pursuant to any such zoning regulations. Without the express written authority of the Architectural Committee, no Structure (nor any portion of any Structure) shall be permitted within any front setback area, or within any side setback area adjacent to any street.

#### ARTICLE VII

##### Easements

7.01. Easements. Non-exclusive 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, or function; 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 <sup>its</sup> 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. *language from § 6 of Agreement to Modify* [INSERT]

7.02. Easement Area. The term "easement area", as used herein, shall mean and refer (i) to those areas on each Lot with respect to which easements may be shown on the recorded subdivision plat relating thereto; and (ii) in addition, to a strip of land within the lot lines of each Lot twenty (20) feet in width in the front and rear of the Lot and ten (10) 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 VIII

##### Grading

8.01. HRD may at any time make such cuts and fills upon any Lot or other part of the Property and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the streets in or adjacent to the Property and to drain surface waters therefrom; and may assign such rights to Howard County or to any municipal or public authority; provided however, that after the principal Structure upon a Lot shall have been completed in accordance with the plans and specifications approved by the Architectural Committee as provided in Article V hereof, the rights of HRD under this Section 8.01 shall terminate with respect to all parts of each Lot other than the easement area thereof, except that HRD or any such municipal or public authority shall thereafter have the right to maintain existing streets and drainage structures.



## ARTICLE IX

## Construction of these restrictions

9.01. Conflict or Ambiguity; Construction by HRD. If any discrepancy, conflict or ambiguity is found to exist with regard to any matter set forth in the Restrictions, such ambiguity, conflict or discrepancy shall be resolved and determined by HRD in its sole discretion. HRD shall have the right to interpret the provisions of this Declaration and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation of HRD and that of any other person or entity entitled to enforce any of the provisions hereof shall be resolved in favor of the construction or interpretation of HRD. CA

CA HRD, and the Architectural Committee to the extent specifically provided herein, may adopt reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting 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, HRD, and the Architectural Committee, shall take into consideration the best interest of the Owners and of the Property to the end that the Property shall be preserved and maintained as a first class industrial center.

9.02. Validity of Declaration. The determination by any court that any provision of this Declaration is unlawful, void or unenforceable in whole or in part shall not affect the validity of any other provision hereof; and no such determination that any provision hereof is inapplicable or unenforceable as to any particular Lot or Lots shall affect the applicability or enforceability of said provision or any other provision hereof to any other Lot or Lots.

9.03. Waiver of Reversionary Right. These Restrictions shall not be construed as conditions subsequent, or creating a possibility of reverter, and no provision hereof shall be deemed to vest in the Grantors or any other persons any reversionary right with respect to any Lot. Any such reversionary right is hereby expressly waived by the Grantors.

9.04. Effect of Headings. The headings of the Articles and Sections herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

9.05. Conflict With Applicable Laws. The Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or any laws, ordinances or regulations of any governmental authority, or by specific restrictions imposed

by any Deed. In the event of any conflict, the most restrictive provision of such laws, Deeds or the Restrictions shall be taken to govern and control.

9.06. Final Development Plan Criteria. Every Owner, by the acceptance of a Deed with respect to any portion of the Property acknowledges and agrees, as part of the consideration therefor, that any and all Land Use Controls and Final Development Plan Criteria set forth on any Final Development Plan (or any phase thereof) affecting the Property, or any portion thereof, filed and recorded among the Land Records of Howard County, Maryland, pursuant to Section 17 (or any successor section or part) of the Zoning Regulations of Howard County, Maryland, do not in any way give rise to any legal or equitable right, servitude, easement or other interest appurtenant to the Property or any portion thereof.

#### ARTICLE X

##### Violation of Restrictions; Enforcement

10.01. Removal of Violations; Liens. If any violation or breach of any of these Restrictions shall exist on any Lot, and the Owner of such Lot shall not have taken reasonable steps toward the removal or termination of the same within fifteen (15) days after written notice thereof, HRD or CPRA shall have the right, through their agents and employees, to enter upon such Lot, subject to any security controls imposed by the government of the United States (or any agency thereof) with respect to any operation being conducted thereon, and summarily abate, remove and extinguish any thing or condition that may be or exist thereon contrary to the provisions hereof. HRD, CPRA, or any such agent, shall not thereby be deemed to have trespassed upon such Lot and shall be subject to no liability to the Owner or occupant of such Lot for such entry, abatement or removal.

but  
not the  
obligation,

The cost of any abatement or removal of violations authorized under this Section 10.01 shall be a binding, personal obligation of the Owner of the Lot upon which such violation has occurred as well as a lien (enforceable in the same manner as a mortgage) upon such Lot. The lien provided in this Section 10.01 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).

10.02. Legal Action Upon Violation. Violation of any of these Restrictions may be enjoined, abated, restrained or otherwise remedied by appropriate legal or equitable proceedings. Proceedings to restrain violation of these Restrictions may be brought at any time that such violation appears reasonably likely



to occur in the future. In the event of proceedings brought by any party or parties to enforce or restrain violation of any of these Restrictions, or to determine the rights or duties of any person hereunder, the prevailing party in such proceedings may recover a reasonable attorneys' fee to be fixed by the court, in addition to court costs and any other relief awarded by the court in such proceedings.

10.03. Failure to Enforce. The Restrictions contained in this Declaration shall bind and inure to the benefit of and be enforceable by HRD, its subsidiaries, successors and assigns, CPRA and the Owner or Owners of any Lot within the Property and the respective heirs, successors and assigns of each. The failure of any person entitled to enforce any of these Restrictions, to enforce the same shall in no event be deemed a waiver of the right of any such person to enforce these Restrictions thereafter.

10.04. Enforceability After Waiver. Waiver or attempted waiver of any of these Restrictions with respect to any Lot shall not be deemed a waiver thereof as to any other Lot, nor with respect to the Lot in question in regard to any subsequent violation, nor shall the violation of any of these Restrictions upon any Lot affect the applicability or enforceability of these Restrictions with respect to any other Lot.

*INSERT language  
from § 9  
of the  
Agreement  
to  
modify*

#### ARTICLE XI

##### Resubdivision or Combination of Parcels

11.01. Combination of Lots. In the event two or more contiguous Lots are held in common ownership, such Lots may for purposes of these Restrictions be treated as one entire Lot, provided that the Owner thereof shall file with the Architectural Committee a written statement declaring his intention to treat such contiguous Lots as one Lot; and any severance of the ownership of such contiguous Lots shall thereafter be subject to the provisions of Section 11.02 hereof.

11.02. Resubdivision of Lot. No Lot shall be resubdivided without the written approval of the Architectural Committee. In the event that any such resubdivision is approved and a portion of a Lot or of two or more contiguous Lots is severed in ownership from the remainder of such Lot or contiguous Lots, such portion so severed, and the remaining portion of such Lot or contiguous Lots, shall each thereafter be treated for all purposes hereunder as Lots. No Structure may be placed or altered on any such newly-formed Lot and plans and specifications as provided in Article V hereof shall have been approved in writing by the Architectural Committee, setbacks for such newly-formed Lots shall have been designated by the Architectural Committee, and a certificate of compliance approving the severance of such newly-formed Lots and designating such setbacks shall have been executed by the Architectural Committee in the manner provided in Article V hereof.



The Architectural Committee may withhold such approval if, in its sole discretion, it determines that the size, shape or length of street frontage of any such newly-formed Lots is not in keeping with the character of the improvements upon, and the areas and street frontages of other Lots in the Property, or if any of such newly-formed Lots is smaller in area than forty-three thousand five hundred sixty (43,560) square feet or has a street frontage of less than one hundred fifty (150) feet.

## ARTICLE XII

## Good Faith Lenders Clause

12.01. 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, nor shall any lien created hereunder be superior to any such mortgage unless a suit to enforce the same shall have been filed in a court of record in Howard County prior to the recordation among the Land Records of Howard County of such mortgage, provided however, that any mortgagee in actual possession, or any purchaser at any trustees', mortgagees' or foreclosure sale shall be bound by and subject to these Restrictions as fully as any other Owner of any portion of the Property.

## ARTICLE XIII

## Grantee's Covenant

13.01. Each grantee, lessee or other person in interest, accepting a Deed to 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 these Restrictions by reference in any Deed or other conveyance of all or any portion of his interest in any real property subject hereto.

LIBER 588 PAGE 383

WITNESS, the due execution hereof as of the date first  
above written:

ATTEST:

THE HOWARD RESEARCH AND  
DEVELOPMENT CORPORATION

M. P. Fisher Jr.  
ASSISTANT SECRETARY

By John Shallcross (SEAL)  
Vice President

WITNESS:

John Harris Gurley

Rose Marie Venere (SEAL)  
ROSE MARIE VENERE

ATTEST:

THE COLUMBIA PARK AND RECREATION  
ASSOCIATION, INC.

Thomas F. Ireton  
Thomas F. Ireton, Secretary

By Padraic Kennedy (SEAL)  
PADRAIC KENNEDY, President

STATE OF MARYLAND  
HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29<sup>th</sup> day of March,  
1972, before me, the subscriber, a Notary Public of the State of  
Maryland, in and for the County of Howard, personally appeared  
JOHN SHALLCROSS, Vice President of THE HOWARD  
RESEARCH AND DEVELOPMENT CORPORATION, and that he, as such officer,  
being authorized so to do, executed the foregoing instrument for the  
purpose 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.

My Commission Expires:

STATE OF MARYLAND,  
HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28<sup>th</sup> day of March,  
1972, before me, the subscriber, a Notary Public of the State of  
Maryland, in and for the County of Howard, personally appeared ROSE  
MARIE VENERE and executed the foregoing instrument for the purpose  
therein contained, by signing her name and acknowledging the same  
to be her act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and affix my  
Notarial Seal.

My Commission Expires: 7-1-74



LIBER 588 PAGE 389

STATE OF MARYLAND,  
HOWARD COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28<sup>th</sup> day of March, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Howard, personally appeared PADRAIC KENNEDY, President of THE COLUMBIA PARK AND RECREATION ASSOCIATION, INC., and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purpose 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.

Theresa M. Dumlaker  
Notary Public

My Commission Expires: 7-1-74



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EXHIBIT "A"

Parcel A as shown on Plat entitled "Columbia, E.G.U. Subdivision, Section 1, Area 2, Sheet 1 of 1", and recorded among the Land Records of Howard County, Maryland, in Plat Book 21, Folio 93;

Lots 13 and 14 as shown on Plat entitled "Columbia, E.G.U., Section 2, Area 2, Lots 13, 14 & 15, a Resubdivision of Lots 4 & 5, Sheet 1 of 1", and recorded among the Land Records of Howard County, Maryland, in Plat Book 18, Folio 70;

Lot 1 and Parcel I as shown on Plat entitled "Columbia, E.G.U. Subdivision -- Section 2, Area 3 and Lots 16 & 17, a Resubdivision of Lots 11 and 12, Section 2, Area 2 -- Section 2, Area 3, Sheet 3 of 7", and recorded among the Land Records of Howard County, Maryland, in Plat Book 21, Folio 86;

Lot 1 as shown on Plat entitled "Columbia, E.G.U. Subdivision -- Section 2, Area 3 and Lots 16 and 17, a Resubdivision of Lots 11 and 12, Section 2, Area 2 -- Section 2, Area 3, Sheet 5 of 7", and recorded among the Land Records of Howard County, Maryland, in Plat Book 21, Folio 88;

Lot 16 as shown on Plat entitled "Columbia, E.G.U. Subdivision -- Section 2, Area 3 and Lots 16 and 17, a Resubdivision of Lots 11 and 12, Section 2, Area 2 -- Section 2, Area 3, Sheet 7 of 7", and recorded among the Land Records of Howard County, Maryland, in Plat Book 21, Folio 90;

Parcels A and B as shown on Plat entitled "Columbia, E.G.U. Subdivision -- Section 2, Area 3 and Lots 16 and 17, a Resubdivision of Lots 11 and 12, Section 2, Area 2 -- Section 2, Area 3, Sheet 1 of 7", and recorded among the Land Records of Howard County, Maryland, in Plat Book 21, Folio 84;

Parcels C, E and F as shown on Plat entitled "Columbia, E.G.U. Subdivision -- Section 2, Area 3 and Lots 16 and 17, a Resubdivision of Lots 11 and 12, Section 2, Area 2 -- Section 2, Area 3, Sheet 2 of 7", and recorded among the Land Records of Howard County, Maryland, in Plat Book 21, Folio 85;

Parcel G as shown on Plat entitled "Columbia, E.G.U. Subdivision -- Section 2, Area 3 and Lots 16 and 17, a Resubdivision of Lots 11 and 12, Section 2, Area 2 -- Section 2, Area 3, Sheet 4 of 7", and recorded among the Land Records of Howard County, Maryland, in Plat Book 21, Folio 87;

Lot H-1 as shown on Plat entitled "Columbia, E.G.U. Subdivision -- Lots H-1 & H-2, a Resubdivision of Parcel H, Plat Book 21, Folio 87 -- Section 2, Area 3, Sheet 1 of 1", and recorded among the Land Records of Howard County, Maryland, in Plat Book 22, Folio 18;

Parcel K as shown on Plat entitled "Columbia, E.G.U. Subdivision -- Section 2, Area 3 and Lots 16 and 17, a Resubdivision of Lots 11 and 12, Section 2, Area 2 -- Section 2, Area 3, Sheet 6 of 7", and recorded among the Land Records of Howard County, Maryland, in Plat Book 21, Folio 89;

Mailed to:  
 Mr. Gary Rybczynski, atty  
 The House Co. Legal Dept.  
 American City Bldg.

MAR 30 1972  
 REC'D. FOR RECORD AT 1:45 P M SAME DAY RECORDED & EX'D PER C. MERRITT PUMPHREY, CLK.