SUMMIT CREEK COMMUNITY ASSOCIATION

BY-LAWS

BY-LAWS

OF

SUMMIT CREEK COMMUNITY ASSOCIATION, INC.

TABLE OF CONTENTS

				·	PAGE
ARTICLE	I				1
		Section	1.	Name and Location	1
ARTICLE	II				1
·		Section	1.	Association	1
		Section	2.	Common Area	1
		Section	3.	Common Expenses	1
		Section	4.	Declarant or Developer	1
		Section	5.	Eligible Mortgage Holder	2
		Section	6.	Lot	2
		Section	7.	Model Lot	2
		Section	8.	Member	2.
		Section	9.	Mortgagee	2 2 3
		Section	10.	Neighborhood	
		Section	11.	Neighborhood Assessments	3
		Section	12.	Neighborhood Advisory Council	3
		Section	13.	Owner	3
		Section	14.	Participating Builder	4
•		Section	15.	Project and the Community	4
		Section	16.	Property or Properties	4
		Section			4
ARTICLE	TTT.	Meeting	of Me	embers	4
171/17 455		Section		Annual Meetings	4
		Section	2.	Special Meetings	4
		Section	3.	Notice of Meetings	4
		Section		Ouorum	5
		Section		Voting	5
		Section		Absentee Ballots	5
		Section		Proxies	6
		Section	8.	Rights of Mortgagees	6
		Section		Open Meetings	6
ARTICLE	TV	Board of	Dire	ectors: Selection: Term of Office	7
AKIICHE	TA.	Section		Number	7
		Section		Term of Office	8
		Section		Removal	9
		Section		Compensation	9
		**		d Election of Directors	9
ARTICLE	٧.			Nomination	9
		Section		Election	10
		Section			10
ARTICLE	VI.	Meetings	of D	directors	10
		Section		Regular and Special Meetings	10
		Section		Quorum	10

				PAGE		
ARTICLE	VII.	Powers and D	nuties of the Board of Directors	10		
		Section 1.	Powers	10		
		Section 2.	Duties	11		
		Section 3.	Management Agent	12		
ARTICLE	VIII.	Officers and	Their Duties	13		
		Section 1.	Enumeration of Officials	13		
		Section 2.	Election of Officers	13		
		Section 3.	Term	13		
		Section 4.	Special Appointments	13		
		Section 5.	Resignation and Removal	13		
		Section 6.	Vacancies	14		
		Section 7.	Multiple Offices	14		
		Section 8.	Duties	14		
ARTICLE	IX.	Liability and	d Indemnification of Officers and Directors	15		
ARTICLE	х.	Committees	,	15		
		Section 1.	Association Committees	15		
		Section 2.	Neighborhood Advisory Council(s)	16		
ARTICLE	XI.	Insurance		17		
		Section 1.	Insurance	17		
•		Section 2.	Limitations	18		
ARTICLE	XII.	Books and Records/Fiscal Management				
		Section 1.	Fiscal Year	18		
		Section 2.	Principal Office - Change of Same	18		
		Section 3.	Books and Accounts	19		
		Section 4.	Auditing	19		
		Section 5.	Inspection of Books	19		
ARTICLE	XIII.	Assessments.		19		
ARTICLE	xıv.	Corporate Sea	al	20		
ARTICLE	. vx	Amendments		20		
ARTICLE	XVI.	Interpretation/Miscellaneous				
		Section 1.	Conflict	20		
		Section 2.	Notices	20		
		Section 3.	Severability	20		
			Waiver	20		
		Section 5.	Captions	20		
		Section 6.	Gender, etc	20		



BY-LAWS

OF

SUMMIT CREEK COMMUNITY ASSOCIATION, INC.

ARTICLE I

Section 1. Name and Location. The name of the corporation is SUMMIT CREEK COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 6305 Ivy Lane, Suite 700, Greenbelt, Maryland 20770, but meetings of Members and Directors may be held at such places within the State of Maryland as may be designated by the Board of Directors. Said principal office may be changed by the Board of Directors at any time and from time to time.

ARTICLE II

- Section 1. "Association" shall mean and refer to SUMMIT CREEK COMMUNITY ASSOCIATION, INC., a Maryland non-stock, non-profit corporation, its successors and assigns, (i) created pursuant to, or in accordance with, the Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration"), (ii) formed for the purposes of preserving, maintaining and managing the common areas owned by the Association and of safeguarding conditions necessary for maintaining the physical appearance and image of the Summit Creek Subdivision, and (iii) membership in which is either appurtenant to a Lot within Summit Creek or vested in Declarant, or its successors in interest, pending development and sales of such lots. Association shall be synonymous with "Corporation".
- Section 2. "Common Area" shall mean and refer to all real and personal property owned or leased by the Association or otherwise available to the Association (including the improvements thereto) for the use and enjoyment of the Owners.
- Section 3. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including a reasonable reserve, all as may be found to be necessary or appropriate by the Board of Directors. Common Expenses may include expenses funded with Neighborhood Assessments.
- Section 4. "Declarant" or "Developer" shall mean and refer to Realty Investment Associates III, a Maryland general partnership, its successors and assigns; provided, however, that the rights, reservations, easements, interest, exemptions, privileges and powers of the Declarant shall not inure to the benefit of or burden the successors and assigns of the Declarant except to the extent that any of the powers of the Declarant are specifically assigned or transferred to any such successor or assign by an instrument in writing.



Section 5. "Eligible Mortgage Holder" shall mean a holder of a first mortgage on a Lot who has requested notice from the Association of amendments to the Association documents or notice of other significant matters which would affect the interests of the mortgagee.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property upon which it is intended that a dwelling unit be constructed (including, without limiting the generality of the foregoing, single-family detached homes, carriage homes, townhomes and/or other single-family attached homes).

Section 7. "Model Lot" as used in the Declaration shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property upon which it is intended that a dwelling unit be constructed (including, without limiting the generality of the foregoing, single-family detached homes, carriage homes, townhomes and/or other single-family attached homes) for use as models of those dwelling units that are available for purchase in the Community.

Section 8. "Member" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds any class of membership in the Association.

"Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include deed of "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in the Declaration and these By-Laws, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional As used in the Declaration and these By-Laws, the term mortgagees. "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds. mortgage companies, Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Lot.

In any event any mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Veterans Administration ("VA"), then as to such mortgage the expressions "mortgagee" and "institutional mortgagee" include the FHA or the VA, as the circumstances may require, acting, respectively, through the Federal Housing Commissioner and the Commissioner of Veterans Benefits or through other duly authorized agents.



Section 10. "Neighborhood" shall mean and refer to any group of Lots which are all subject to the same Supplementary Declaration establishing that Neighborhood, or shall refer to any geographic area or group of Lots having the same type of dwelling unit constructed thereon, such as, without limitation, single-family detached homes, carriage homes, townhomes, and/or other single-family attached dwellings; provided, however, that the Declarant or the Board of Directors of the Association may designate any group of Lots and/or dwellings as a Neighborhood notwithstanding the geographic location of such Lots or dwelling units or the type of dwelling units situated upon such Lots.

Section 11. "Neighborhood Assessments" shall mean assessments for those portions of the Common Expenses, if any, which are incurred in connection with the promotion of the recreation, health, safety, welfare, common benefit and enjoyment of the Owners of the Lots against which the specific Neighborhood Assessment is levied and for maintaining the properties within a given Neighborhood, as may be specifically authorized by the Board of Directors from time to time. Neighborhood Assessments shall be levied equally against all Owners of Lots in a Neighborhood for such purposes that are authorized by the Declaration and by the Board of Directors from time to time; provided, however, that in the event of assessment for replacement reserves which pertain to a particular Lot or group of Lots, or any similar assessment which benefits one or more but less than all of the Lots within a Neighborhood, such assessment (that are for the use and benefit of particular Lots) shall be levied upon a pro-rata basis among the benefited Owners.

Section 12. "Neighborhood Advisory Council" shall mean and refer to committees comprised of the Owners and/or residents of Lots within any particular Neighborhood which shall be selected by the Owners and residents of the Lots within such Neighborhood in accordance with the provisions of these By-Laws or, if not created pursuant thereto, which may be appointed from time to time by the Board of Directors with respect to such Neighborhood. A Neighborhood Advisory Council shall serve as an advisory committee to the Board of Directors with respect to issues and matters of particular concern to that Neighborhood, including, but not limited to, the amount of the Neighborhood Assessments (if any), the manner of the maintenance and repair of the the Neighborhood, including any improvements situated properties within thereon, architectural control (approval and disapproval of modifications, alterations or construction of improvements on Lots within such Neighborhood) The recommendations of a Neighborhood Advisory and other related matters. Council shall not be binding on the Board of Directors; provided, however, the shall make a reasonable effort to implement such of Directors recommendations unless to do so would not be in the best interest of the Association as determined by the Board of Directors in its sole discretion.

Section 13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.



Section 14. Participating Builder" shall mean and refer to any grantee of the Declarant who is conveyed a Lot for the purpose of constructing a dwelling on such Lot.

Section 15. "Project" and the "Community" as used in the Declaration, shall mean that certain community being developed by the Declarant in Prince George's County, Maryland, known as "SUMMIT CREEK".

Section 16. "Property" or "Properties" shall mean and refer to all real property described in Article II of the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association pursuant to the provisions of the Declaration.

Section 17. Any other term used in these By-Laws shall have the same meaning as set forth in the Declaration except where said meaning is clearly inappropriate.

ARTICLE III Meeting of Members

The first annual meeting of the Members Section 1. Annual Meetings. shall be held within twelve (12) months from the date of filing of the Articles of Incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter or such other reasonably similar date as may be selected by the If the day for the annual meeting of the Members is a Board of Directors. legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person & O authorized to call the meeting, by mailing or delivering a copy of such notice, it at least seventy-two hours (72) hours (but not more than sixty (60) days) before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice may be waived upon the declaration of an emergency by the person calling the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice. All meetings of the Members shall be held at places and times convenient to the greatest number of Members. Attendance by a Member at any meeting of the Members shall be a waiver of notice by him of the time, place and purpose thereof.





Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

At every meeting of the Members, each Class A Section 5. Voting. Member shall have the right to cast one (1) vote for each Class A membership which he owns on each question. Each of the Class B Members shall have the right to cast three (3) votes for each Class B membership which he owns on each The vote of the Members representing fifty-one percent (51%) of the total of the votes of all of the memberships at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of law or of the Articles of Incorporation, or of the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of the co-owners present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree, on the manner in which the votes for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary of the Association, prior to or during the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the All election materials prepared with Association funds shall list candidates in alphabetical order and shall not suggest a preference among candidates.

Section 6. Absentee Ballots. Any unsigned absentee ballot, to be valid, shall be received in a signed, sealed envelope bearing the identification of the dwelling unit on the outside, and shall be opened only at a meeting at which all candidates or their delegates have a reasonable opportunity to be present.

Section 7. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. No proxy shall be valid after eleven (11) months from its date, unless otherwise provided in the proxy. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors, which approval may not be unreasonably withheld, before the appointed time of each meeting. Any written proxy which conforms with the applicable laws of Maryland shall be satisfactory and approved as to form by the Board of Directors.

Section 8. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by Registered Mail - Return Receipt Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the Members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Members to each such institutional mortgagee in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the Members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special of the Members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Members upon request made in writing to the Secretary.

Section 9. Open Meetings.

- (a) All meetings of the Association shall be open to all owners or occupants of units of the Association, their guests and any representative of the news media, except that such meetings may be held in closed session for the following purposes:
- (i) Discussion of the employment, assignment, appointment, promotion, demotion, compensation, discipline, removal or resignation of employees over whom it has jurisdiction, or any other personnel matter affecting one or more particular individual(s);
- (ii) Protection of the privacy or reputation of individuals in matters not related to Association business;
 - (iii) Consultation with legal counsel;

- (iv) Consultation with staff personnel, consultants, attorneys or other persons in connection with pending or potential litigation;
- (v) Investigative proceedings concerning possible or actual criminal misconduct;
- (vi) Complying with a specific constitutional, statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure;
- (vii) On an individually recorded affirmative vote of two-thirds (2/3) of the Members present, for some other exceptional reason so compelling as to override the general public policy in favor of open meetings;
- (viii) Acquisition of capital items previously specifically approved as part of a published budget adopted in an open meeting;
- (ix) Short-term investments of funds of the Association in liquid assets if authorized by an investment policy previously adopted in an open meeting;
- (x) Conducting collective bargaining negotiations or considering matters and issues in conjunction therewith; or
- (xi) Discussions concerning public security, including the deployment of personnel in connection therewith and the development and implementation of emergency plans.
- (b) If a meeting is held in closed session pursuant to the procedures established above,
- (i) No action may be taken and no matter may be discussed other than those permitted above; and
- (ii) A statement of the time, place and purpose of any closed meeting, the record of the vote of each Member by which any meeting was closed, and the authority under this Section for closing any meeting shall be made available so as to reasonably notify Members of the Association within fourteen (14) days after the meeting.

ARTICLE IV Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors initially consisting of not less than three (3) natural persons who shall be designated by the Declarant and who shall hold office until the election of their successors at the first annual meeting of the members of the Association. The names of the initial Directors are as set forth in the Articles of Incorporation.



- the first annual meeting of the Commencing with (a) the Board of Directors shall consist of an uneven number of not Association, less than three (3) nor more than seven (7) members who shall be elected by the Prior to the lapse of all of the Class B Members of the Association. provided for in the Articles of Incorporation and the memberships as Declaration, the number of Directors shall be determined from time to time by a vote of the initial Directors named by the Declarant; thereafter the number of Directors shall be determined by a vote of the members at the annual meeting of Members and the number of Directors may be changed by a vote of the Members at any subsequent annual or special meeting of the Members; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Director.
- In the alternative, pursuant to a resolution of the Board of Directors, the Board may consist of an uneven number of not less than three (3) nor more than nine (9) Directors and each Neighborhood within the Project shall be entitled to elect one (1) Director; provided, however, in the event there are three (3) or less Neighborhoods the remaining members of the Board of Directors shall be elected by the entire membership of the Association as at-large Directors and if there are more than nine (9) Neighborhoods the Board may be expanded to include the number of Directors equal to the number of Neighborhoods, plus an additional Director, if there is an even number of In the event the number of Directors is established at an Neighborhoods. amount greater than the number of Neighborhoods, the remaining Directors shall be at-large Directors elected by the Association In order for a Neighborhood to be entitled to elect a Director a quorum of one-tenth (1/10) of the Members within such Neighborhood must be present in person or by proxy at the meeting at which the Directors are elected. If a Neighborhood fails to have a quorum or fails to elect a representative to the Board of Directors because of a lack of a candidate or other reason, such member of the Board of Directors shall be elected by the membership of the Association as an at large Director. The election of Directors by the Members within each Neighborhood shall be conducted by separate ballots or such other method as established by the Board of Directors in order to clearly identify the Director elected by each Neighborhood.

A majority of the Board of Directors (after lapse of the Class B memberships as provided for in the Articles of Incorporation and the Declaration) shall be members of the Association. Directors elected by Neighborhoods shall be Owners or occupants of Lots within such Neighborhoods.

Section 2. Term of Office. At the first annual meeting of the Members if the Board consists of three (3) or five (5) members, the Members shall elect the Board of Directors and the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years and the term of office of the other Director or Directors shall be fixed for one (1) year. If the Board consists of seven (7) or nine (9) members, the term of office of the two (2) Directors receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the two (2) Directors receiving the next greatest number of votes

shall be fixed for two (2) years and the term of office of the remaining Directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. In the alternative, the membership may, by or at any subsequent annual meeting, resolve to fix the term for each Director elected at any such meeting at one (1) year. In addition, in the event the Board of Directors resolves to permit each Neighborhood to elect a Director pursuant to Section 1(b) of this Article, the term of office of each Director shall be fixed at one (1) year. No change in the term of office of the Directors shall act to extend or curtail the term of office of an Director. Directors shall hold office until their successors have been elected and hold their first regular meeting.

After the first annual meeting of the Members, Removal. Section 3. any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association; provided, however, that Directors elected by a Neighborhood may only be removed by a majority vote of the Members within such Neighborhood. Prior to the first annual meeting of the Members, any Director may be removed from the Board, with or without cause, by In the event of death, resignation or removal of an at large the Declarant. Director, his successor shall be selected by the majority of the remaining members of the Board, whether or not the remaining members of the Board constitutes a quorum of the Board of Directors, and shall serve for the unexpired term of his predecessor. In the event of the death, resignation or removal of a Director elected by a Neighborhood, the Neighborhood Advisory Council for such Neighborhood shall be given an opportunity to elect or select a successor and if they are unable to do so within forty-five (45) days of the death, resignation or removal of the previous Director, the Board shall be authorized to select a successor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V Nomination and Election of Directors

Nomination for election to the Board of Nomination. Directors, commencing with the first annual meeting of Members, may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the The Nominating Committee may be appointed by the Board of Association. Directors prior to each annual meeting of the Members and such appointment may be announced at each annual meeting. The Nominating Committee may make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be Such nominations may be made from among Members or non-Members. filled. Notwithstanding anything herein to the contrary, nominations for Neighborhood representatives to the Board of Directors, if any, shall be made by the Neighborhood Advisory Council prior to the meeting of the Association and nominations for Neighborhood representatives to the Board of Directors shall also be taken from the floor at such meeting.

ì

Section 2. Election. Election to the Board of Directors shall be by secret written ballot unless waived by the majority of Members present, in person or by proxy, at a meeting or by a majority of the Members present, in person or by proxy, of any Neighborhood electing a Neighborhood representative to the Board. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Any proxy valid under Maryland law shall be valid for the purpose of such casting of votes. All election materials prepared with funds of the Association shall list candidates in alphabetical order and shall not suggest a preference among candidates. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI Meetings of Directors

Section 1. Regular and Special Meetings. All meetings of the Board of Directors or any committee created by the Board of Directors or the Neighborhood Advisory Councils shall be held only upon regularly scheduled and established dates or periods at such time and place as shall have been made known to all Members (or Members within a Neighborhood with respect to Neighborhood Advisory Council meetings) in accordance with the procedures established in Article III, Section 3, of these By-Laws. All such meetings shall be open to all owners or occupants of units of the Association (or Neighborhood, with respect to the Neighborhood Advisory Council meetings), their guests and any representative of the news media and be held at places and times convenient to the greatest number of Members. Meetings of the Board of Directors or Neighborhood Advisory Councils may be held in closed session only in accordance with Article III, Section 9, of these By-Laws.

Section 2. Quorum. A majority of the number of Directors or Neighborhood Advisory Council members shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors or Neighborhood Advisory Council members present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board or Neighborhood Advisory Council.

Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the Common Areas and recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and opportunity for a hearing for a period not to exceed sixty (60) days for infraction of published rules;



- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- χ (f) exercise its right to pursue any proceeding at law or in equity to enforce compliance with the adopted and published rules and regulations governing the Lots.
- enforce removal of all construction or alterations undertaken and/or completed by a homeowner without the required prior approval of the Modifications Committee or the Board of Directors, or undertaken and/or completed in violation of the published rules and regulations promulgated by Section 8.04 of the Declaration. In the event that the Board of Directors undertakes legal action to enforce such removal, the homeowner in violation shall be responsible to reimburse the Board of Directors for reasonable attorney's fees and the payment of all costs incurred.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association; and to see that their duties are properly performed;
 - (c) as more fully provided in the Declaration, to:
- (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (3) foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the owner personally obligated to pay the same;

- (d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
 - (g) cause the Common Area to be maintained;
- (h) otherwise perform or cause to be performed the functions and obligations of the Board and the Association as provided for in the Declaration and Articles of Incorporation and these By-Laws, including collection of assessments payable pursuant to any cross easement or other similar agreement. The Association shall periodically employ an insurance consultant if the Board of Directors deems it necessary to do so in order to analyze the insurance requirements of the Association.
- Section 3. Management Agent. The Board of Directors may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing, which may include the following services.
- (a) establish (with the approval of the Board of Directors of the Association) and provide for the collection of the annual maintenance assessments, the Neighborhood Assessments and any other assessments provided for in the Declaration and to provide for the enforcement of liens therefore in a manner consistent with the law and the provisions of the Declaration; and
- (b) provide for the care, upkeep, maintenance and surveillance of the Common Area and any facilities situated thereon; and
- (c) designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Area; and
- (d) promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, or the like as may be deemed proper respecting the use of the Common Area; provided, however, that the Neighborhood Advisory Councils, if any, must approve or consent to any rules or regulations exclusively affecting their Neighborhood; and
- (e) provide such other services (including legal and accounting services) for the Association as may be consistent with law and the provisions of the Declaration.

Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice thereof to the other party. If the standards and regulations of FNMA and/or FHLMC prohibit self-management by the Association, and FNMA and/or FHLMC holds an interest in a first mortgage or deed of trust against any Lots, then no such self-management shall be undertaken by the Association, without the prior written consent and approval of all of the holders of the first mortgages of record on the Lots.

Provided that any Lot subject to these By-Laws is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans' Administration, and, provided, further, that FHA and/or VA standards and regulations prohibit self-management of the Association, then no such self-management shall be undertaken by the Association without the prior written consent and approval of FHA and/or VA (as applicable). When professional management has been previously required by an Eligible Mortgage Holder, any decision to establish self-management by the Association shall require the consent of sixty-seven (67%) of the Owners and the approval of fifty-one percent (51%) of the votes of lots subject to eligible holder mortgages.

ARTICLE VIII Officers and Their Duties

Section 1. Enumeration of Officials. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create, all of which officers are to be elected by the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members; provided that the initial Board of Directors shall elect the first group of officers at its first organizational meeting.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until his successor is duly elected and qualified, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. <u>Vacancies.</u> A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Assistant Secretary may be held by one (1) person as well as the offices of Treasurer and Vice President, but in no event shall the same officer execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law, the Declaration, the Articles of Incorporation or these By-Laws to be executed, acknowledged or verified by two (2) or more officers. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article and except as otherwise provided in this Section 7.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him of the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account, upon election of the Board of Directors, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.



ARTICLE IX Liability and Indemnification of Officers and Directors

The Association shall indemnify every Officer, Director and Neighborhood Advisory Council Member and Committee Member of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon an Officer, Director and Neighborhood Advisory Council Member and Committee Member in connection with any action, suit or other proceeding (including the settlement or any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an Officer, Director or Neighborhood Advisory Council Member or Committee Member of the Association, whether or not such person is an Officer, Director or Neighborhood Advisory Council Member or Committee Member the time such expenses are incurred. The Officers, Directors and Neighborhood Advisory Council Member or Committee Member of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Officer, Director and Neighborhood Advisory Council Member or Committee Member of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such Officer, Director and Neighborhood Advisory Council Member or Committee Member free and harmless against any and all liability to on account of any such contract or commitment. indemnification provided for herein shall not be exclusive of any other rights to which any Officer, Director and Neighborhood Advisory Council Member or Committee Member of the Association or former Officer, Director and Neighborhood Advisory Council Member or Committee Member of the Association may be entitled.

The Board of Directors shall not be liable to a Member for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Areas. No diminution or abatement of Common Expenses, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area, or from any action taken by the Board of Directors to comply with any law, ordinance or with the order or directive of any Municipal or other Governmental authority.

ARTICLE X Committees

Section 1. Association Committees. The Board of Directors may appoint a Modifications Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose. All committees appointed by the Board of Directors and any Neighborhood Advisory Council shall hold meetings in accordance with Article III, Sections 3 and 9, of these By-Laws.



Section 2. Neighborhood Advisory Council(s).

- Membership and Selection. (a) At each annual meeting of the Association, the Owners of the Lots within any Neighborhood shall elect a committee of not less than three (3) members or more than five (5) members from among the Owners and/or residents of such Neighborhood to serve as the Neighborhood Advisory Council for such Neighborhood. Notwithstanding anything herein to the contrary, prior to the lapse of the Class B memberships the members of any Neighborhood Advisory Council shall be appointed and/or removed by the Declarant and such members of the Neighborhood Advisory Council need not be Members or resident of the Neighborhood for which the Neighborhood Advisory Council has jurisdiction. Except for Neighborhood Advisory Council members appointed by the Declarant, who shall serve until the lapse of the Class B memberships and may be removed and replaced by the Declarant until such time, the members of the Neighborhood Advisory Council(s) shall serve for a term of two (2) years or until the meeting at which their successors are elected. The presence, in person or by proxy, of one-tenth (1/10) of the Owners of the Lots within a Neighborhood Advisory Council shall constitute a quorum for the purpose of electing Neighborhood Advisory Council pursuant to this Article. Prior to the lapse of the Class B memberships, the number of members on any Neighborhood Advisory Council shall be determined by the Declarant from time to Subsequent to the lapse of the Class B memberships, the Owners within a Neighborhood shall determine the number of Neighborhood Advisory Council members for such Neighborhood at each annual meeting at which the Neighborhood Advisory Council members are elected. Nominations for Neighborhood Advisory Council members may be submitted to the Board of Directors prior to the meeting at which the election shall be held and nominations shall also be taken from the floor at such meeting. The nominees receiving the greatest number of votes shall be elected.
- (b) <u>Powers.</u> The Neighborhood Advisory Council(s) shall have the following powers:
- (i) to act as an advisory council to the Board of Directors regarding the activities of the Association with respect to the Neighborhood under the jurisdiction of the Neighborhood Advisory council, including, but not limited to, advising the Board of Directors on matters such as (1) the personnel hired to carry out the functions of the Association with respect to the Neighborhood, and (2) rules and regulations promulgated by the Board which exclusively affect such Neighborhood (the Board of Directors shall not be bound by the advice of a Neighborhood Advisory Council, but shall take reasonable measures to implement such advice unless to do so would not be in the best interest of the Association as determined by the Board of Directors);
- (ii) to, with respect to the Neighborhood, advise the Board of Directors regarding architectural control matters pursuant to the provisions of the Declaration; and

(iii) to aid the Board of Directors regarding any other matter related to the Neighborhood under the Neighborhood Advisory Council's jurisdiction and to carry out any other function delegated to it by the Board of Directors with respect to such Neighborhood which the Board may lawfully delegate pursuant to the Declaration, these By-Laws, the Articles of Incorporation and applicable law.

In the event that the Owners of the Lots within any Neighborhood are unable to elect a Neighborhood Advisory Council due to a lack of interest or willing Owners or residents of such Neighborhood to serve on the Neighborhood Advisory Council, the Board may either (a) select non-Neighborhood Owners or residents to serve on the Council, or (b) assume all of the powers and duties of the Neighborhood Advisory Council.

ARTICLE XI Insurance

- Section 1. Insurance. In addition to the insurance coverage required to be maintained by the Declaration, the Board of Directors of the Association may obtain and maintain, to the extent reasonably available, the following:
- (a) Workmen's compensation insurance for employees of the Association, if any, to the extent necessary to comply with any applicable law;
 and
- (b) A "Legal Expense Indemnity Endorsement", or its equivalent, affording protection for the Officers, Directors and/or Neighborhood Advisory Council(s) and Committee Members of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such Officer, Director or Neighborhood Advisory Council or Committee Member shall have been made a party by reason of his or her services as such; and
- (c) The Board of Directors shall require that all Officers, Directors, Management Company, and employees of the Association (if any) regularly handling or otherwise responsible for the funds of the Association shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty. The premiums on such bonds or insurance shall be paid by the Association; and
- (d) Such other policies of insurance, including director and officer liability insurance and insurance for other risks of a similar or dissimilar nature as required by these By-Laws, as are or shall hereafter be considered appropriate by the Board of Directors.

- Section 2. <u>Limitations</u>. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:
- (a) All policies shall be written or reinsured with a company or companies licensed to do business in the State of Maryland.
- (b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Association, or its authorized representative.
- (c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the Owners of the Lots or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.
- (d) All policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to any and all insured named thereon, including any mortgagee of any Lot who requests such notice in writing.
- (e) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the Members of the Association and their respective agents, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

ARTICLE XII Books and Records/Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association which shall begin at the date of recordation of the Declaration among the Land Records for Prince George's County, Maryland. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequently dictate.

Section 2. Principal Office - Change of Same. The principal office of the Association shall be as set forth in Article II of the Articles of Incorporation of the Association. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Common Areas and community facilities, services required or provided with respect to the same and any other expenses incurred by the Association. The amount of any assessment or portion of any assessment, required for payment of any capital expenditure or reserves of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members.

Section 4. Auditing. At the close of each fiscal year, at the option of the Board of Directors, the books and records of the Association may be audited by an independent Public Accountant whose report shall be prepared in accordance with general auditing standards, consistently applied. In the event such report is made, the Association shall furnish the Members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within ninety (90) days following the end of each fiscal year.

Section 5. Inspection of Books. The books and accounts of the Association, vouchers accrediting the entries made thereupon and all other records maintained by the Association shall be available for examination by the members and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any Lot and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments (including Neighborhood Assessments) which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency up to the maximum rate permitted by law (or such lesser sum as VA or FHA or guaranteed by VA), and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees or any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.



ARTICLE XIV Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: SUMMIT CREEK COMMUNITY ASSOCIATION, INC., a Maryland general partnership.

ARTICLE XV Amendments

These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of members present in person or by proxy, except that if any Lot subject to these By-Laws is then encumbered by a mortgage or deed of trust guaranteed by VA or insured by FHA, then VA and/or FHA (as applicable) shall have the right to veto amendments while there is Class B membership.

ARTICLE XVI Interpretation/Miscellaneous

Section 1. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control; an in the event of any conflict between these By-Laws and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

- Section 2. Notices. Unless another type of notice is elsewhere herein specifically provided for, any and all notices called for in these By-Laws shall be given in writing.
- Section 3. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.
- Section 4. Waiver. No restriction, condition, obligation or provisions of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- Section 5. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws or to aid in the construction thereof.
- Section 6. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of SUMMIT CREEK COMMUNITY ASSOCIATION, INC., a Maryland non-stock, non-profit corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors hereof, held on the 6000 day of 6000 MAy . 1991.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said Association this _______, 1991.

Deborah J. Boerckel, Secretary

[Corporate Seal]

SUMMIT CREEK COMMUNITY ASSOCIATION, INC. 6305 Ivy Lane, Suite 700 Greenbelt, Maryland 20770 (301) 474-4411

ITEMS FOR PLACEMENT IN THE HOMEOWNERS ASSOCIATION DEPOSITORY:

1. Corrected Information Sheet:

Page Two of the Information Sheet contained a typographical error in Section 18, Class B Members Dues. The dues for single family lots were incorrectly listed at \$7.50 per month instead of \$7.25 per month.

- 2. A recorded copy of the First Amendment to the Declaration of Covenants, Conditions and Restrictions.
- 3. A recorded copy of the Second Amendment to the Declaration of Covenants, Conditions and Restrictions.

CERTIFICATION

I hereby certify that I am duly authorized by the Board of Directors of the Summit Creek Community Association, Inc. to deposit material on behalf of such Association with the Land Records of Prince George's County, Maryland, in accordance with the requirements of Section 11B, Real Property Article, Annotated Code of Maryland.

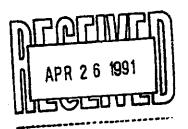
March 3, 1993 Date Rosalie A. Brett, President Summit Creek Community Association, Inc.

STATE OF MARYLAND

99603

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

301 West Preston Street Baltimore, Maryland 21201



DATE: APRIL 24, 1991

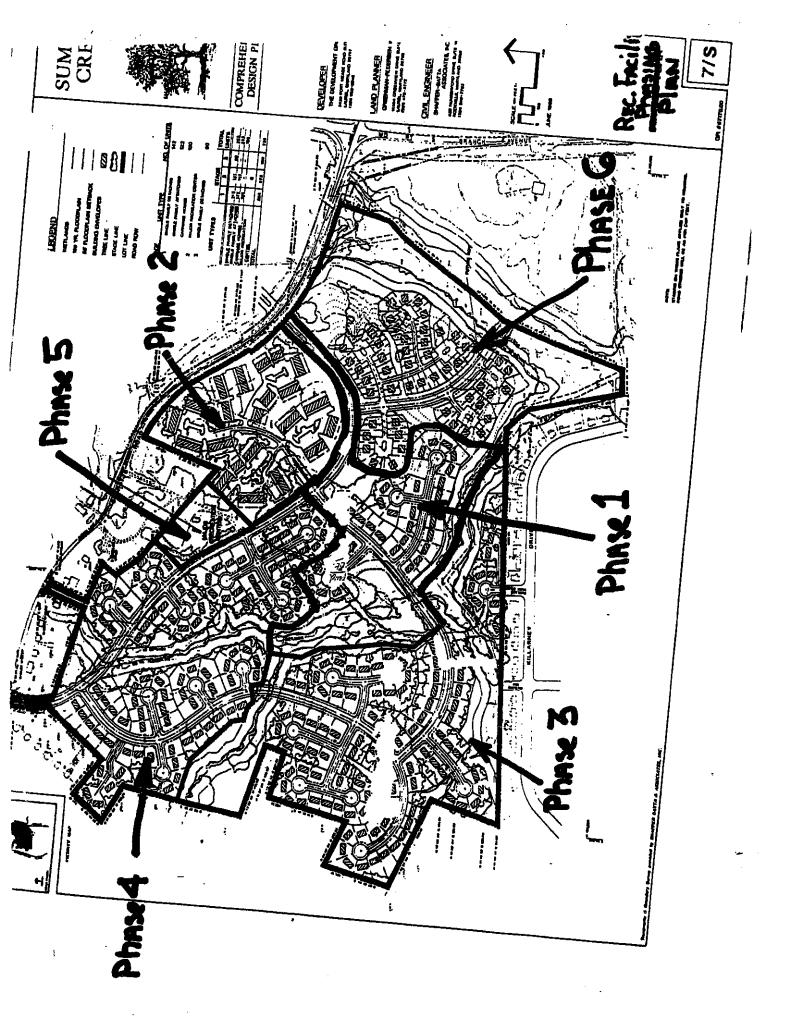
THIS IS TO ADVISE YOU THAT YOUR ARTICLES OF INCORPORATION FOR SUMMIT CREEK COMMUNITY ASSOCIATION, INC.
WERE RECEIVED AND APPROVED FOR RECORD ON APRIL 24, 1991 AT 8:34 AM.

FEE PALD:

70.00



JOSEPH V. STEWART CHARTER SPECIALIST



SUMMIT CREEK COMMUNITY ASSOCIATION, INC.

The following information is provided in accordance with the Maryland Homeowners Association Act, Section 118-105, Subsections (b) and (c).

- 1. Name and address of Homeowners Association: Summit Creek Community Association, Inc., a Maryland corporation, 6305 Ivy Lane, Suite 700, Greenbelt, Maryland 20770.
- Name, address and telephone number of the Declarant: Realty
 Investment Associates III, a Maryland general partnership, 6305 Ivy
 Lane, Suite 700, Greenbelt, Maryland 20770, (301) 474-4411.
- 3. Name, address and telephone number of builder: The first builder in the project will be Winchester Homes, Inc., 6305 Ivy Lane, Suite 700, Greenbelt, Maryland 20770, (301) 474-4411. Other builders will be brought on as development progresses.
- 4. Name and address of the Association's resident agent: The current resident agent is Rosalie A. Brett, 6305 Ivy Lane, Suite 700, Greenbelt, Maryland 20770.
- 5. City and County where the development is located: Clinton, Prince George's County, Maryland.
- 6. Size of Development: The project consists of 283 acres.
- 7. Maximum number of lots possible: 2.7 dwelling units/acre.
- 8. Description of Existing Association Common Areas:
 - (a) Total number of common area parcels: 21 parcels.
 - (b) Size (acreage) of each parcel: See Exhibit "A".
 - (c) Parcels currently owned by the Association: See Exhibit "B".
 - (d) Improvements or recreational facilities on each common area parcel: Recreational Facilities will be constructed in accordance with a Recreational Facilities Agreement dated May 10, 1991. A copy of the recorded Agreement can be found at the Declarant's office.
 - (e) The approximate date remaining common area parcels will be deeded to the Association: The remaining common area parcels will be conveyed to the Association prior to building permit issuance for lots contained on the record plats.
- 9. Builder-owned and/or developer owned property within development which is to be dedicated to County or M-NCPPC:

Parcel "FF", Block "T", the stormwater management pond, was conveyed to Prince George's County, Maryland on December 2, 1991.

10. There are no other associations affecting lots and/or this Association.

- 11. The following is a list and description of recreation areas or other facilities, existing or proposed, which are to be owned and maintained by the Association. The areas listed below will be built to the same local governmental specifications which apply to dedicated streets:

 As previously stated, all recreational facilities to be constructed on the common area parcels, other than green space, as listed on the recorded Recreational Facilities Agreement. Private streets in the townhouse and duplex sections will be maintained by the Association.
- 12. The following is a list of all facilities to be built by the developer for which bonds have been given to public authorities: Bonds will be posted with the appropriate agency for all streets, curb and gutter, sidewalks, lighting fixtures, storm drains, recreational facility, etc.
- 13. The following is a list of contracts to which the Association is a party and where copies of the contracts can be found: As of this date, no contracts have been executed by the Association.
- 14. A list of any zoning restrictions is available for inspection at: The Maryland-National Capital Park and Planning Commission, County Administration Building, Upper Marlboro, Maryland 20772
- 15. There are no construction loans on the common area parcels.
- 16. When the common area parcels are deeded to the Association, no title insurance is provided.
- 17. All items covered in Items 12 and 13 will be covered by a one-year warranty that commences upon completion of the improvements or when available for use by homeowners, whichever occurs later.

18 The initial maximum ann	ual assessment is established	as follows:
IO. Inc Interes in	Monthly	Annual
	Assessment	Assessment
Class A Members: Townhouse: Duplex: Single Family:	\$38.00 \$32.00 \$29.00	\$456.00 \$384.00 \$348.00
Class B Members: Declarant: Townhouses: Duplex: Single Family:	\$ 9.50 \$ 8.00 \$ 7.25	\$114.00 \$ 96.00 \$ 87.00
Participating Builder Townhouse: Duplex: Single Family:	\$19.00 \$16.00 \$14.50	\$228.00 \$192.00 \$174.00

HOMEOWNERS ASSOCIATION DEPOSITORY PAGE THREE

- 19. The following is a list of all contributions to the Association which are paid by the buyer at closing: A pro-rata portion of the monthly assessment (and possibility one additional month) and a one-time initial working capital contribution in the amount of \$150.00.
- 20. All improvements to or on common area parcels will be covered by a one-year warranty that commences upon completion of the improvements or when available for use by homeowners, whichever occurs later, unless a specific warranty is given by the manufacturer or installer.
- 21. There are no private or off-site amenities not owned by the Association, but for which the Association or unit owner will be responsible.
- 22. The name, address and phone number of the management agent, if any, for the Association: A management agent has not been selected as of this date. A contract for professional management of the community association will be executed prior to the first homeowner settlement.
- 23. The following is a list of documents submitted for placement in the Homeowners Association Depository:
 - . A. Articles of Incorporation
 - B. By-Laws
 - C. Declaration of Covenants, Conditions and Restrictions
 - D. First Supplementary Declaration of Covenants, Conditions and Restrictions
 - E. Second Supplementary Declaration of Covenants, Conditions and Restrictions
 - E. First Amendment to the Declaration of Covenants, Conditions and Restrictions
 - F. Architectural Guidelines and Rules and Regulations
 - G. Administrative Resolution for Collection of Delinquent Assessments
 - H. Proposed Budget for Year-Ending 1992
 - I. Projected Budget at Full Size

CERTIFICATION

I HEREBY certify that I am duly authorized by the Board of Directors of the Summit Creek Community Association, Inc. to deposit material on behalf of such Association with the Land Records of Prince George's County, Maryland, in accordance with the requirements of Section 11B, Real Property Article, Annotated Code of Maryland.

By: Rosalie A. Brett, President

August 25, 1992

Date

EXHIBIT "A"

All that land or parcel of ground situate, lying and being in Prince George's County, State of Maryland, and being more particularly described as follows:

A parcel of land containing 434,979 square feet or 9.9857 acres, designated as Parcel "AA", Block "U", on a plat of subdivision entitled "PLAT ONE, SUMMIT CREEK", as recorded among the plat records of Prince George's County, Maryland, in Plat Book VJ159 at Plat No. 32; and

A parcel of land containing 208,399 square feet or 4.7842 acres, designated as Part of Parcel "BB", Block "T", on a plat of subdivision entitled "PLAT TWO, SUMMIT CREEK", as recorded among the plat records of Prince George's County, Maryland, in Plat Book VJ159 at Plat No. 33; and

A parcel of land containing 199,103 square feet or 3.1933 acres, designated as Part of Parcel "M", Block "M", on a plat of subdivision entitled "PLAT THREE, SUMMIT CREEK", as recorded among the plat records of Prince George's County, Maryland, in Plat Book VJ159 at plat No. 34; and

A parcel of land containing 231,317 square feet or 5.3103 acres, designated as Part of Parcel "M", Block "M", on a plat of subdivision entitled "PLAT FOUR, SUMMIT CREEK", as recorded among the plat records of Prince George's County, Maryland, in Plat Book VJ159 at Plat No. 35; and

A parcel of land containing 171,846 square feet or 3.9450 acres, designated as Parcel "M", Block "M", on a plat of subdivision entitled "PLAT FIVE, SUMMIT CREEK", as recorded among the plat records of Prince George's County, Maryland, in Plat Book VJ159 at Plat No. 36; and

A parcel of land containing 14,637 square feet or 0.3360 acres, designated as Parcel "K", Block "N"; a parcel of land containing 142,755 square feet or 3.2772 acres, designated as Parcel "L", Block "N"; and a parcel of land containing 7,238 square feet or 0.1662 acres, designated as Parcel "EE", Block "S", all on a plat of subdivision entitled "PLAT SIX, SUMMIT CREEK", as recorded among the plat records of Prince George's County, Maryland, in Plat Book VJ159 at Plat No. 37; and

A parcel of land containing 161,166 square feet or 3.6999 acres, designated as Part of Parcel "BB", Block "T", and a parcel of land containing 74,543 square feet or 1.7113 acres, designated as Part of Parcel "K", Block "N", both on a plat of subdivision entitled "PLAT SEVEN, SUMMIT CREEK", as recorded among the plat records of Prince George's County, Maryland, in Plat Book VJ159 at Plat No. 38; and

EXHIBIT "A", CONTINUED

A parcel of land containing 238,020 square feet or 5.4642 acres, designated as Parcel "CC", Block "P", on a plat of subdivision entitled "PLAT EIGHT, SUMMIT CREEK", as recorded among the plat records of Prince George's County, Maryland, in Plat Book VJ159 at Plat No. 39; and

A parcel of land containing 530,491 square feet or 12.1784 acres, designated as Parcel "Z", Block "AA", and a parcel of land containing 36,285 square feet or 7.1232 acres, designated as Part of Parcel "AA", Block "U", both on a plat of subdivision entitled "PLAT NINE, SUMMIT CREEK", as recorded among the plat records of Prince George's County, Maryland, in Plat Book VJ159 at Plat No. 40; and

A parcel of land containing 31,493 square feet or 0.7230 acres, designated as Part of Parcel "AA", Block "U"; a parcel of land containing 4,3311 square feet or 0.0994 acres, designated as Parcel "HH", Block "X"; a parcel of land containing 11,788 square feet or 0.2706 acres, designated as Parcel "W", Block "W"; a parcel of land containing 11,861 square feet or 0.2723 acres, designated as Parcel "X", Block "X"; and a parcel of land containing 12,108 square feet or 0.2780 acres, designated as Parcel "Y", Block "Y", all on a plat of subdivision entitled "PLAT TEN, SUMMIT CREEK", as recorded among the plat records of Prince George's County, Maryland, in Plat Book VJ159 at Plat No. 41; and

A parcel of land containing 53,411 square feet or 1.2262 acres, designated as Parcel "KK", Block "AA", on a plat of subdivision entitled "PLAT OF CORRECTION, PLAT ELEVEN, SUMMIT CREEK", as recorded among the plat records of Prince George's County, Maryland, in Plat Book VJ160 at Plat No. 77; and

A parcel of land containing 54,516 square feet or 1.2515 acres, designated as Parcel "DD", Block "LL", and a parcel of land containing 157,663 square feet or 3.6194 acres, designated as Part of Parcel "AA", Block "U", on a plat of subdivision entitled "PLAT TWELVE, SUMMIT CREEK", as recorded among the plat records of Prince George's County, Maryland, in Plat Book VJ159 at Plat No. 43.

EXHIBIT "B"

All that land or parcel of ground situate, lying and being in Prince George's County, State of Maryland, and being more particularly described as follows:

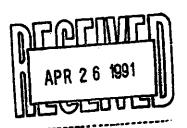
- A parcel of land containing 434,979 square feet or 9.9857 acres, designated as Parcel "AA", Block "U", on a plat of subdivision entitled "PLAT ONE, SUMMIT CREEK", as recorded among the plat records of Prince George's County, Maryland, in Plat Book VJ159 at Plat No. 32; and
- A parcel of land containing 208,399 square feet or 4.7842 acres, designated as Part of Parcel "BB", Block "T", on a plat of subdivision entitled "PLAT TWO, SUMMIT CREEK", as recorded among the plat records of Prince George's County, Maryland, in Plat Book VJ159 at Plat No. 33; and
- A parcel of land containing 199,103 square feet or 3.1933 acres, designated as Part of Parcel "M", Block "M", on a plat of subdivision entitled "PLAT THREE, SUMMIT CREEK", as recorded among the plat records of Prince George's County, Maryland, in Plat Book VJ159 at Plat No. 34; and
- A parcel of land containing 231,317 square feet or 5.3103 acres, designated as Part of Parcel "M", Block "M", on a plat of subdivision entitled "PLAT FOUR, SUMMIT CREEK", as recorded among the plat records of Prince George's County, Maryland, in Plat Book VJ159 at Plat No. 35; and
- A parcel of land containing 14,637 square feet or 0.3360 acres, designated as Parcel "K", Block "N"; a parcel of land containing 142,755 square feet or 3.2772 acres, designated as Parcel "L", Block "N"; and a parcel of land containing 7,238 square feet or 0.1662 acres, designated as Parcel "EE", Block "S", all on a plat of subdivision entitled "PLAT SIX, SUMMIT CREEK", as recorded among the plat records of Prince George's County, Maryland, in Plat Book VJ159 at Plat No. 37.

STATE OF MARYLAND

99603

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

301 West Preston Street Baltimore, Maryland 21201



DATE: APRIL 24, 1991

THIS IS TO ADVISE YOU THAT YOUR ARTICLES OF INCORPORATION FOR SUMMIT CREEK COMMUNITY ASSOCIATION, INC.
WERE RECEIVED AND APPROVED FOR RECORD ON APRIL 24, 1991 AT 8:34 AM.

FEE PAID:

70.00



JOSEPH V. STEWART CHARTER SPECIALIST

AT5-031

ARTICLES OF INCORPORATION

of state department of assessments.

And transfer the state of the sta

SUMMIT CREEK COMMUNITY ASSOCIATION, INC.

APPROVED FOR RECORD

In compliance with the requirements of Corporations and Associations, Title 2, Annotated Code of Maryland (1975), and any amendments thereto, the undersigned, whose post office address is 6305 Ivy Lane, Suite 700, Greenbelt, Maryland 20770, being at least eighteen (18) years of age, has this day, by execution of these Articles of Incorporation, voluntarily declared herself to be an incorporator for the purpose of forming a non-stock, non-profit corporation under and by virtue of the laws of the State of Maryland, and does hereby certify:

ARTICLE I NAME OF CORPORATION

The name of the Corporation is SUMMIT CREEK COMMUNITY ASSOCIATION, hereinafter referred to as the "Association".

ARTICLE II PRINCIPAL OFFICE

The post office address of the principal office of the Association is 6305 Ivy Lane, Suite 700, Greenbelt, Maryland 20770.

ARTICLE III RESIDENT AGENT

The name of its resident agent is Rosalie A. Brett, whose post office address is 6305 Ivy Lane, Suite 700, Greenbelt, Maryland 20770.

ARTICLE IV POWERS AND PURPOSES

This Association does not contemplate pecuniary gain or profit, direct or indirect, to the members thereof, and the specific purposes for which it is provide for or assure maintenance, preservation and to architectural control of the Lots and Common Area within the Property described of Covenants, Conditions and Restrictions (the the Declaration "Declaration") recorded or to be recorded among the Land Records of Prince George's County, Maryland, in which the said Property is located, together with such additional property as may be hereafter brought within the jurisdiction of the Association, and to promote the health, safety and welfare of the Owners within the Property and any additional property as may hereafter be brought within the jurisdiction of this Association. For this purpose, the Association shall have the power and authority to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration, applicable to the Property, and recorded or to be recorded among the Land Records of Prince George's County, Maryland, and as the same may be amended or

1

330 110

supplemented from time to time as therein provided, said Declaration being incorporated herein as set forth at length and made a part hereof;

- (b) Fix, levy, collect and enforce payment by any lawful means, of all charges, or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith, including all office expenses, licenses, taxes or governmental charges levied or imposed against the property of the Association and all other expenses incident to the conduct of the business of the Association;
- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs incurred;
- (d) Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred;
- (e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Unless otherwise specified in the Declaration, no such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of Holders (as defined in the Declaration) agreeing to such dedication, sale or transfer, and unless the Maryland-National Capital Park and Planning Commission, or its successors or assigns has given its prior written approval thereof, which approval shall not be unreasonably withheld or delayed.
- (f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation of additional property or Common Area other than that included with the general plan of development attached to the Declaration as Exhibit "C" and made a part thereof, shall have the assent of two-thirds (2/3) of each class of members, unless the Declaration or By-Laws provide otherwise.
- (g) Have and exercise any and all powers, rights and privileges which a non-stock, non-profit corporation organized under the laws of the State of Maryland by law may now or hereafter have or exercise, and the enumeration of the foregoing powers shall not be deemed to exclude any powers, rights or privileges so granted or conferred.

The foregoing powers and purposes shall, except when otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause of this or any other article of these Articles of Incorporation or any amendment thereto, and shall each be regarded as independent.



330 111

ARTICLE V NO CAPITAL STOCK

This Association is not authorized to issue any capital stock and shall not be operated for profit. The Association does not anticipate distributing dividends, gains, or profits to its members. No member shall have any personal liability for the debts or obligations of the Association.

ARTICLE VI MEMBERSHIP

The Association shall have two (2) classes of voting membership:

- Class A. With the exception of the Declarant, every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Lot which is part of the Property which otherwise becomes subject by the covenants set forth in the Declaration shall be a Class A member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a Class A member solely on account of Each Class A member shall be entitled to one (1) vote for each such interest. Lot in which such Member holds the interest required for Class A membership. Any owner of a Lot which is leased may, in the lease or other written instrument, assign the voting right for such Lot to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting. When more than one person or entity holds such interest in any Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association. In the absence of such advice, the vote for such Lot shall be suspended if more than one (1) person or entity seeks to exercise it, but in no event shall more than one (1) vote be cast with respect to any Lot.
- (b) Class B. The Class B member shall be the Declarant and its designees, which shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who shall obtain any Class B membership by specific assignment in writing from the Declarant. The Class B member shall be entitled to three (3) votes for each Class B membership. Each Class B membership shall terminate and become converted to a Class A membership on the first to happen of the following events:
- (i) Thirty (30) days following the date on which the total votes outstanding with Class A membership equals or exceeds the total votes outstanding in the Class B membership; or
- (ii) Eight (8) years from the date of recordation of the Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event, then the aforesaid eight (8) year period shall be extended by a period of time equal to the length of the delays or an additional four (4) years, whichever is less; or

(iii) Upon the surrender of said Class B memberships by the then holder(s) thereof for cancellation on the books of the Association.

Notwithstanding the above, in the event additional property is annexed as set forth in Article II hereof, before or after the dates specified in (i), (ii), or (iii) of Article VI, Section (b) above, then the Declarant shall be a Class "B" member as to each Lot which it owns in such annexed property subject to the limitations set forth in this Article VI.

Upon the termination or surrender of any of the Class B memberships as provided for in this Article, the Declarant shall thereafter remain a Class A member of the Association as to each and every Lot from time to time subject to the terms and provisions of the Declaration in which the Declarant then holds the interest otherwise required for Class A membership.

The members of the Association shall have no preemptive rights, as such Members, to acquire any memberships of this Association that may at any time be issued by the Association except as may be specifically provided in this Article. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

ARTICLE VII VOTING RIGHTS

Every person or entity who is a record owner of a fee or undivided fee interest of any Lot, excluding contract purchasers, shall be a member of the Association; provided that any such person or entity who or which holds such interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lots which is subject to assessment by the Association.

ARTICLE VIII RIGHT OF ENJOYMENT

Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, i cluding the private streets and parking lots and walkways included therein, for purposes of ingress and egress to and from his Lot.

ARTICLE IX BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors initially consisting of three (3) directors whose names and addresses are hereinafter listed. Commencing with the first annual meeting of the Association, the Board of Directors shall consist of an uneven number of not less than three (3) nor more than seven (7) directors. The names and addresses of the persons who are to initially act in the capacity of directors until the selection of their successors are:

Rosalie A. Brett 6305 Ivy Lane, Suite 700

Greenbelt, Maryland 20770

Richard J. Thometz 6305 Ivy Lane, Suite 700

Greenbelt, Maryland 20770

James A. Klecha 6305 Ivy Lane, Suite 700

Greenbelt, Maryland 20770

Michael W. Kingsley 6305 Ivy Lane, Suite 700 Greenbelt, Maryland 20770

The number, qualifications, powers, duties and tenure of the office of the directors and the manner by which directors are to be chosen shall be as prescribed and set forth in the By-Laws of the Association. Officers of the Association shall be elected and shall serve as provided for in said By-Laws.

ARTICLE X DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members, and with written approval of the Maryland-National Capital Park and Planning Commission, its successors or assigns, which approval shall not be unreasonably withheld Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consonant with this Article X), shall be mailed to every member not less than ten (10) days nor more than fifty (50) days in advance of any action to be Upon dissolution of the Association, other than incident to a merger or a consolidation, the assets of the Association shall be dedicated, granted or otherwise conveyed to the Prince George's County Government, or to such other appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication, grant or conveyance is refused acceptance, such assets shall be granted, conveyed and non-profit corporation, association, trust or other to any organization to be devoted to such similar purposes.

ARTICLE XI DURATION

This Assoc. tion shall exist perpetually.

ARTICLE XII AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XIII FHA/VA APPROVAL

As long as there is a Class B membership and any Lot subject to the Declaration is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration (as applicable): appearation of additional properties, not in conformance with the CROST

330 114

general plan of development attached to the Declaration as Exhibit "C" (and amendments thereto) as may be approved by FHA and/or VA, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XIV

Unless it is plainly evident from the context that a different meaning is intended, all terms used herein shall have the same meaning as they are defined to have in the Declaration.

Invalidation of any one of these Articles by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Maryland, I, the undersigned, signed, sealed and delivered these Articles of Incorporation on this <u>22nd</u> day of <u>April</u>, 1991, and I acknowledge the same to be my free act and deed.

WITNESS:

Osterak J. Burckel

Rosalie A. Brett

STATE OF MARYLAND : COUNTY OF ANNE ARUNDEL: ss:

I HEREBY CERTIFY that on this Anday of Lorel , 1991, before me, the undersigned notary public, personally appeared Rosalie A. Brett, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires: $7_{-}/-92$