

ARTICLES OF INCORPORATIONOF STATE DEPARTMENT OF ASSESSMENT  
AND TAXATIONSUMMIT CREEK COMMUNITY ASSOCIATION, INC.

APPROVED FOR RECORD

4-24-91 at 8:34A

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, INC., 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 formed are to provide for or assure maintenance, preservation and architectural control of the Lots and Common Area within the Property described in the Declaration of Covenants, Conditions and Restrictions (the "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

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.

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:

(a) 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 or 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 such interest. Each Class A member shall be entitled to one (1) vote for each 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, including 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, or its successors or assigns, which approval shall not be unreasonably withheld or delayed. 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 taken. 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 assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE XI DURATION

This Association 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): annexation of additional properties, not in conformance with the 0303

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  
MISCELLANEOUS

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 22nd day of April, 1991, and I acknowledge the same to be my free act and deed.

WITNESS:

Deborah J. Boerckel

Rosalie A. Brett  
Rosalie A. Brett

STATE OF MARYLAND :  
COUNTY OF ANNE ARUNDEL: ss:

I HEREBY CERTIFY that on this 22nd day of April, 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.

Deborah J. Boerckel  
Notary Public

My Commission Expires: 2-1-92

