

ARTICLES OF INCORPORATION

OF

CROWNE MEADOWS HOMEOWNERS ASSOCIATION, INC.

THIS IS TO CERTIFY:

FIRST: That I, the Subscriber, Barbara J. English, whose post office address is Tenth Floor – Sun Life Building, 20 S. Charles Street, Baltimore, Maryland – 21201, being of full legal age, acting as incorporator, do hereby form a corporation pursuant to the General Laws of the State of Maryland.

SECOND: The name of the Corporation (hereinafter called “the Association”) is CROWNE MEADOWS HOMEOWNERS ASSOCIATION.

THIRD: The Association is not formed for profit or pecuniary gain of any sort inuring to the benefit of the members thereof or to any individuals or corporations. The purposes for which the Association is formed are as follows:

(1) Its general purpose is to provide for the maintenance and preservation of the real property described as the “Common Area”, in an Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereinafter called the “Declaration”) made by Regency Towne Joint Venture, dated November 6, 1987, recorded among the Land Records of Prince George's County, Maryland, in Liber 6825, Folio 234, and with respect to the Common Areas therein described, to promote the health, safety and welfare of the residents and to enforce the covenants, conditions and restrictions described above within the residence community of Crowne Meadows.

(2) For the general purpose aforesaid, the Association shall have the following specific purposes:

(a) To acquire by assignment or deed as the result of gift, purchase, or otherwise, and to own, hold, improve, build on, operate, maintain, mortgage, convey, sell, lease, transfer, dedicate to public use, or otherwise deal with or dispose of the Common Area within the aforesaid community of Crowne Meadows, other real property, and such personal property as may be necessary or proper for the conduct of the affairs of the Association;

(b) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the aforesaid Declaration and as the same may be amended from time to time as therein provided; said Declaration being incorporated herein as if set forth at length;

(c) To establish, fix make, impose, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) To purchase, lease, option or otherwise acquire, own, hold, preserve, develop, improve, build upon, manage, operate, maintain, convey, sell, exchange, rent, lease dedicate for public use, or in any manner transfer or dispose of any real or personal property in connection with the affairs of the Association;

(e) To borrow or to raise money for any of the purposes of the Association, and to issue bonds, debentures, notes, or other obligations of any nature, and in any manner permitted by law, for money so borrowed or in payment for property purchased or for any other lawful consideration, and upon authorization of two-thirds (2/3) of the members of each class of membership in the Association, voting separately there, to secure the payment of the money borrowed and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Association;

(f) To dedicate, sell or otherwise transfer all or any part of the Common Areas, property and facilities of the Association to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the members, provided, however, that no such dedication, sale or transfer shall be effective unless made by an appropriate instrument signed by two thirds (2/3) of the members of each class of the membership in the Association, computed separately, agreeing to such dedication, sale or transfer;

(g) To participate in mergers and consolidations with other nonprofit organizations, organized for the same purpose, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members of the Association;

(h) To annex to Crowne Meadows at any time and from time to time, within ten (10) years of the date of the Declaration, and any other and additional residential property and Common Areas, provided that any annexation of such other and additional residential property and Common Areas shall have the assent of two-thirds (2/3) of each class of members of the Association;

(i) To have and to exercise any and all powers, rights and privileges which a corporation organized under the non-stock, Non-Profit

Corporation Law of the State of Maryland by law may now or hereafter have or exercise without limitation by the foregoing description of specific powers.

The Association is formed under the articles, conditions and provisions expressed herein and in the General Laws of this State. In no event, however, shall the Association (i) carry on any propaganda or otherwise attempt to influence any legislation or any public administrative action; (ii) participate or intervene in any political campaign on behalf of any candidate for public office, by any means, including the publication or distribution of any statement for or against any such candidate (iii) carry on any activity not permitted to be carried on by corporation exempt from Federal Income Tax under Section 528 of the Internal Revenue Code of 1954, or corresponding provisions any future United States Internal Revenue Law; or (iv) invest or use any property in such manner as to jeopardize its exempt from taxation under the aforesaid Section 528 of the Internal Revenue Code of 1954, as now in force or hereafter amended.

FOURTH: The post office address of the principal office of the Association in this State is 1 Hillcrest Drive, Frederick, Maryland, 21701. The name and post office address of the resident agent of the Association in this State is John R. Erickson, 1 Hillcrest Drive, Frederick, Maryland, 21701. Said resident agent is a citizen of the State of Maryland and actually resides therein.

FIFTH: The Association shall have three (3) directors, which number may be increased or decreased pursuant to the By-Laws of the Association, but shall never be less than three; and the names of the directors who shall act until their successors are duly chosen and qualify are: John R. Erickson, Sandra L. Watkins and Richard P. Harrington. No Director need be a member of the Association.

SIXTH: The Association is not authorized or empowered to issue capital stock of any type or class. The Association is and shall be a membership corporation, and every person or entity who is a record owner, as hereinafter defined, of a lot now or hereafter laid out or established in Crowne Meadows or any annexations thereto. Each member shall be designated either a Class A member or a Class B member. A description of each class of membership with the voting rights and powers of each class is as follows:

(a) Class A Member: Except for Declarant, as hereinafter defined, who shall be a Class B Member, a Class A Member shall be a record owner holding title to one or more lots laid out in Crowne Meadows, including any annexations thereto. Each Class A member shall be entitled to one vote per lot, for each such lot owned by such member, in all proceedings in which action shall be taken by members of the Association.

(b) Class B Member: A Class B Member shall be Regency Towne Joint Venture (the "Declarant" as defined in the Declaration), its successors and assigns, if such successors or assigns should acquire all of the interest of the Declarant the lots laid

out in Crowne Meadows or any annexations thereto for the purpose of development thereof through construction of a single-family dwelling thereon. Each Class B Members shall be entitled to three (3) votes per lot, for each such lot owned by such member, in all proceedings in which action shall be taken by members of the Association.

(c) Conversion: Each Class B Member shall be converted to a Class A Member on January 1, 1991, or at such earlier time as the total number of votes entitled to be cast by Class A Members of the Association equals or exceeds the total number of votes entitled to be cast by Class B Members of the Association.

The term “record owner” as used in these Articles, shall mean and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding record title to a lot in Crowne Meadows or any annexation thereto subject by covenants of record to a lien for charges and assessments levied by the Association, as said lot is now or may from time to time hereafter be created or established either in his, her, or its own name; or as joint tenants, tenants in common, tenants by the entirety, or tenancy in co-partnership if the lot is held in such real property tenancy or partnership relationship. If more than one person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single record owner and shall be or become a single member of the Association by virtue of ownership of such lot.

If any single membership in the Association is comprised of two or more persons, firms, corporations, trustees, or other legal entities, or any combination thereof, then each constituent may cast portion of the vote of the member as shall equal his, her or its proportionate interest in the lot or lots held by said member, provided, however, that if only one votes he, she, or it may cast the entire vote of the member and such act shall bind all.

The term “record owner,” however, shall not include contract purchaser, nor the owner of any redeemable ground reissuing out of any lot, nor shall it include any mortgagee, trustee or other grantee named in any mortgage, deed of trust other security instrument covering any lot, designed solely for the purpose of securing performance of an obligation or payment of a debt. Membership in the Association shall be appurtenant and may not be separated from ownership of any lot which is subject to assessment by the Association.

SEVENTH: The duration of the Association shall be perpetual. However, the Association may be dissolved only under and in accordance with the laws of the State of Maryland, provided such dissolution first be authorized, in writing, signed by not less than two-thirds (2/3) of the members of the Association, or, if there be more than one class of members, then by not less than two-thirds (2/3) of each class of members of the Association, computed separately. Upon any dissolution of the Association, after discharge of all corporate liabilities, the Board of Directors shall dispose of the assets of

the Association, by dedication thereof to an appropriate public agency to be used for purposes similar to those for which the Association was formed.

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

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and acknowledged the same to be my act on this 19th day of November, 1987.

Barbara J. English

ARTICLES OF REVIVAL

FOR

CROWNE MEADOWS HOMEOWNERS ASSOCIATION, INC.

CROWNE MEADOWS HOMEOWNERS ASSOCIATION, INC., a Maryland Corporation having its principal office in Prince George's County, Maryland (hereinafter called the Corporation), hereby certifies to the State Department of Assessments and Taxation of Maryland, that:

FIRST: The Charter of the Corporation was forfeited on October 9, 1993, for the failure to file the necessary Corporate Personal Property Reports with the State Department of Assessments and Taxation of Maryland, and these Articles of Revival are for the purpose of reviving and reinstating the Charter of the Corporation.

SECOND: The name of the Corporation at the time the charter was forfeited was CROWNE MEADOWS HOMEOWNERS ASSOCIATION, INC.

THIRD: The name which the Corporation will use after revival is CROWNE MEADOWS HOMEOWNERS ASSOCIATION, INC.

FOURTH: The name of the principal office in the State of Maryland is c/o Allied Realty Corp., Chevy Chase Garden Plaza, 7605 Arlington Road, Suite 100, Bethesda, Maryland 20814.

FIFTH: The name and address of the resident agent for the Corporation in the State of Maryland is Reginald Cotton, 3516 Princess Caroline Court, Forestville, Maryland 20747.

SIXTH: These Articles of Revival are for the purpose of reviving the charter of the Corporation.

SEVENTH: At or prior to the filing of these Articles of Revival, the Corporation has:

- (a) Paid all fees required by law;
- (b) Filed all annual reports which should have been filed by the Corporation if its charter had not been forfeited;
- (c) Paid all state and local taxes, except taxes on real estate, and all interest and penalties due by the Corporation or which would become due if the charter had not been forfeited whether or not barred by limitation.

The undersigned who were respectively the last acting president and secretary of the Corporation severally acknowledge the Article to be their act.

IN WITNESS WHEREOF, the undersigned have signed these Articles of Revival on this 1 day of October 1994.

Last Acting President

Last Acting Secretary

AFFIDAVIT FOR REVIVAL OF A CHARTER

I, Reginald Cotton, President, of Crowne Meadow Homeowners Association, Inc. hereby declare that the previously mentioned corporation has paid all State and local taxes except taxes on real estate, and all interest and penalties due by the Corporation or which would have become due if the charter had not been forfeited whether or not barred by limitations.

Reginald Cotton, President

I hereby certify that on this 22nd day of September, 1994, before me the subscriber, a Notary Public of the State of Virginia, in and for the County of Fairfax personally appeared Reginald Cotton and made oath under the penalties of perjury that the matters and facts set forth in this affidavit are true to the best of his knowledge, information and belief.

As Witness my hand and notarial seal.

Notary Public

My Commission Expires:
March 31, 1995