

In compliance with the requirements of Title 5, Subtitle 2 of the Corporations and Associations Article of the Annotated Code of Maryland, the undersigned, a resident of Maryland, who is at least eighteen years of age, has this day, formed a nonstock, not for profit corporation, and does hereby certify:

ARTICLE I  
NAME

The name of the Corporation is Spring Chase Community Association, Inc., hereafter called the "Association."

ARTICLE II  
PRINCIPAL OFFICE

The post office address and principal office of the Association is located at 12301 Old Columbia Pike, Silver Spring, Maryland 20904, c/o Harkins Associates, Inc.

ARTICLE III  
RESIDENT AGENT

Christopher F. Davis, Esq., whose address is c/o Hearne & Bailey, 126 East Main Street, Salisbury, Maryland 21801, is hereby appointed the registered agent of the Association. Such resident agent is a citizen of the State of Maryland who actually resides therein.

ARTICLE IV  
DEFINITIONS

The term "Association," "Common Area," "Declarant," "Member," "Owner," "Parcel," "Property," and "Residential Unit" as used in these Articles of Incorporation shall have the meanings set forth in the Declaration of Covenants, Conditions, and Restrictions relating to the Spring Chase Community Association, Inc., dated \_\_\_\_\_, and recorded among the Land of Records of Wicomico County in Liber \_\_\_\_\_ No. \_\_\_\_\_, folio \_\_\_\_\_ (the "Declaration").

ARTICLE V  
PURPOSES AND POWERS OF THE ASSOCIATION

The Association shall not operate for pecuniary gain or profit, shall not issue capital stock, and no part of the net earnings of the Association shall inure to the benefit of any member or individual (except that reasonable compensation may be paid for services rendered), and the specific purposes for which it is formed are to provide for: (i) the use, improvement, maintenance, operation, and repair of the Common Areas located in the Property including any improvements and amenities located thereon; (ii) the establishment of rules and regulations for the

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use of the Common Areas ~~located thereon~~ improvements and amenities located thereon; (ii.) the distribution among the Owners of the Property of the costs of the use, improvements, maintenance, and repair of the Common Areas including any improvements and amenities located thereon; and (iv) the promotion of the health, safety, pleasure, recreation, and welfare of the Owners and residents of Residential Units within the Property. In furtherance of these purposes, the Association (by action of its Directors unless otherwise noted in these Articles of Incorporation or in the Declaration) shall have full power to:

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

(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 and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property 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 of the Association, subject, however, to the requirements of the Declaration;

(d) borrow money and, with the assent of sixty-seven percent (67%) of the votes of the members of the Association, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property 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 subject, however, to the requirements of the Declaration and to such conditions as may be agreed to by the members;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and open space, provided that, except as otherwise provided in the Declaration, any such merger, consolidation, or annexation shall have the assent of sixty-seven percent (67%) of the votes of the members; and

(g) have and to exercise any and all powers, rights, and privileges which a nonstock corporation organized under the Corporation Law of the State of Maryland by law may now or hereafter have or exercise.

ARTICLE VI  
MEMBERSHIP

Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE VII  
VOTING RIGHTS

Each Member shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership. When more than one person or entity holds such interest in any Residential Unit, the vote for such Residential Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Residential Unit's vote shall be suspended in the event more than one person or entity seeks to exercise it.

Any owner of Residential Units which are leased may, in the lease or other written instrument, assign the voting right appurtenant to that Residential Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary at least five (5) days prior to any meeting.

ARTICLE VIII  
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board which shall not be less than three (3) nor more than nine (9). The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the first annual membership meeting and until their successors are elected and qualified are:

- (1) James A. Brown, Jr.  
Harkins Associates, Inc.  
12301 Old Columbia Pike  
Silver Spring, Maryland 20904
- (2) Andrew F. Anastasi  
Harkins Associates, Inc.  
12301 Old Columbia Pike  
Silver Spring, Maryland 20904
- (3) N. Ronald Salen  
Harkins Associates, Inc.  
12301 Old Columbia Pike  
Silver Spring, Maryland 20904

These Directors, herein called "Charter Directors," shall serve until the first annual meeting of the members at which their successors are elected. In the event of death or

resignation of a Charter Director. At the end of his term of office, the Declarant shall appoint a successor Charter Director to fill the unexpired term of such Charter Director.

ARTICLE IX  
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the holders of not less than sixty-seven percent (67%) of the votes, the Declarant so long as it owns any land subject to the aforesaid Declaration and holders of first Mortgages on Residential Units to which at least sixty-seven percent (67%) of the votes of Residential Units subject to a Mortgage appertain. The Association cannot be dissolved without the consent of the Mayor and the City Council to comply with Section 150-186 of the Zoning Code. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such a dedication is refused, the assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to similar purposes.

ARTICLE X  
PERPETUAL EXISTENCE

The Association shall exist perpetually subject to the right of Members to terminate the Association as provided in the aforesaid Declaration.

ARTICLE XI  
AMENDMENT

Amendment to these Articles shall require the assent of the Members having not less than sixty-seven percent (67%) of the votes present in person or by proxy at the meeting at which the vote is taken, the Declarant so long as it owns any land subject to the aforesaid Declaration and holders of first Mortgages on Residential Units to which at least fifty-one percent (51%) of the votes of Residential Units subject to mortgage appertain. Anything set forth in the Article XI to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power, and authority to modify, revise, amend, or change any of the terms or provisions of these Articles of Incorporation as from time to time amended or supplemented. However, this unilateral right, power, and authority of the Declarant may be exercised if, and only if, either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval, by such agency of the United States, of the Property or any part thereof or Residential Units thereon for federally approved mortgage insurance under applicable Veterans Administration, Federal Housing Administration, or similar programs.

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LIBER 1094 FOLIO 890

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Maryland, the undersigned, Christopher F. Davis, whose post office address is 126 E. Main Street, Salisbury, Maryland 21801, being at least eighteen years of age, has executed these Articles of Incorporation this 26<sup>th</sup> day of February, 1987, for the purpose of incorporating this Association.

Christopher F. Davis  
Christopher F. Davis

STATE OF MARYLAND  
COUNTY OF WICOMICO, to wit:

I HEREBY CERTIFY, that on this 26<sup>th</sup> day of February, in the year one thousand nine hundred and eighty-seven, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Christopher F. Davis, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

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

Ruth T. Donaway  
Notary Public

My Commission expires:

July 1, 1990

