

ARTICLES OF INCORPORATION

VICTORIA STATION HOMEOWNERS ASSOCIATION, INC.

FIRST: I, Cynthia K. Hitt, whose Post Office address is Suite 2110 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201, being at least twenty-one (21) years of age, do under and by virtue of the General Laws of the State of Maryland, authorizing the formation of corporations, hereby form a corporation by the execution and filing of these Articles.

SECOND: The name of the corporation (hereinafter called the "Association") is VICTORIA STATION HOMEOWNERS ASSOCIATION, INC.

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.

FOURTH: The purposes for which the Association is formed are as follows:

(a) to provide for the maintenance and preservation of the "open space" as defined in the "Declaration of Covenants, Easements, Charges and Liens (hereinafter called the "Declaration" dated March 10, 1987, and recorded among the Land Records of Calvert County, Maryland in Liber 396, Folio 543; and with respect to the property therein described, to promote the health, safety and welfare of the residents and to enforce the covenants, conditions and restrictions described above within the residential community of Victoria Station as described above;

(b) to acquire by assignment or deed as the result of gift, purchase, or otherwise, and to own, hold, improve, build or maintain, mortgage, convey, sell, lease, transfer, dedicate to public use, or otherwise operate or dispose of the real properties identified as the open space within the aforesaid community of Victoria Station, and such personal property as may be necessary or proper for the conduct of the affairs of the Association;

(c) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as

forth in the Declaration and as the same may be amended from time to time as therein provided; said Declaration to the extent of said powers, privileges, duties and obligations being incorporated herein as if set forth at length;

(d) to fix, levy, collect and by all lawful means enforce payment of the assessment established by the terms of the Declaration and to pay all expenses in connection therewith and in connection with the conduct of the business of the Association including all licenses, taxes or charges levied or imposed against the property of the Association by any government or governmental agency; and

(e) to exercise all other powers provided or allowed by the laws of the State of Maryland to non-stock corporations without limitations by the foregoing description of specific powers.

FIFTH: The Post Office address of the principal office of the Association in this State is 200 East Mount Harmony Road, P.O. Box 48A, Owings, Maryland 20736. The Resident Agent of the Association is J. D. Murray, whose Post Office address is 200 East Mount Harmony Road, P.O. Box 48A, Owings, Maryland 20736, who is a citizen of the State of Maryland and actually resides therein.

SIXTH: The Association shall have five (5) Directors, which number may be increased or decreased pursuant to the By-Laws of the Association, but shall never be less than three (3) nor more than eleven (11). The names of the initial acting Directors who shall serve until the first annual meeting or until their successors are duly chosen and have qualified are J. D. Murray and Doris M. Logan.

SEVENTH: 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 or has a fee or undivided fee interest in any lot which is subject by the Declaration to assessment by the Association, including contract sellers, and the Class B members, as hereinafter defined, shall be members of

the Association. Persons or corporations holding any interest in any such lot merely as security for the performance of an obligation shall not be members. Membership shall be appurtenant to and may not be separated from ownership of any lot subject to assessment by the Association. Membership shall be automatic upon recording of a deed of a fee or undivided fee interest and there shall be no qualification for membership other than the ownership of such record interest. Membership of Class B members shall be automatic upon filing of these Articles.

EIGHTH: There shall be two classes of members of the Association as follows:

(a) Class A members shall be record owners of fee or undivided fee interests in the lots which are subject to assessment by the Association under the terms of the Declaration, including contract sellers. Such members shall be entitled to one vote for each lot in which they hold such interest. When more than one person holds interest in any lot, all such persons shall be members but the vote for such lot shall be apportioned into as many fractions as there are owners, so that in no event shall more than one full vote be cast with respect to such lot.

(b) Class B members shall be any person, partnership, firm or corporation owning one or more lots, as the developer thereof. The Class B members shall be entitled to three (3) votes for each lot as to which they are the owners of a fee or undivided fee interest; provided that the membership of the Class B member shall terminate upon the earlier happening of any of the following events:

(1) the acquisition by a person other than the developer of the legal title to each lot contained in the community; or

(2) termination of Class B membership as provided in the Declaration; or

(3) September 30, 1997.

Upon termination of the Class B membership, the Class B members, as described above, shall be entitled to Class

membership for any lot as to which it shall then be the record owner of a fee or undivided fee interest.

NINTH: Any of the following actions or undertakings by the Association may be done only upon the assent of two-thirds (2/3) of the entire Class A membership:

(a) To the extent permitted by law, participate in mergers and consolidations with other non-profit, non-stock corporations organized for the purposes consistent with those for which the Association is organized.

(b) Give a mortgage or mortgages of the open space defined in the Declaration to insure any borrowing by the Association.

(c) Dedicate, sell or transfer any part of the open space defined in the Declaration to any public agency, authority or utility.

(d) Dissolve the Association in accordance with the laws of the State of Maryland. Upon any dissolution, the assets, both real and personal, and the right to fix, levy and assess and collect assessments of the Association shall be dedicated or given to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association by the terms of these Articles of Incorporation. In the event that such dedication is refused by all such public agencies, then such assets and rights shall be granted, conveyed, and assigned to any non-profit, non-stock corporation, association or similar organization to be held and used for such purposes and uses as nearly as practicable the same as those to which they were required to be used by the Association under the terms of these Articles.

(e) Increase the maximum amount of indebtedness or liability, direct or contingent, to which the Association and its real and personal property may be subject to at any time to an amount in excess of One Hundred Fifty percent (150%) of its income for the last previous year.

TENTH: The duration of the Association shall be perpetual.

ELEVENTH: As used in this Article Eleventh, any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland (the "Indemnification Section"), as amended from time to time, shall have the same meaning as provided in the Indemnification Section.

(a) The Corporation shall indemnify a present or former director or officer of the Corporation in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section.

(b) With respect to any corporate representative other than a present or former director or officer, the Corporation may indemnify such corporate representative in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section; provided, however, that to the extent a corporate representative other than a present or former director or officer successfully defends, on the merits or otherwise, any proceeding referred to in subsections (b) or (c) of the Indemnification Section or any claim, issue or matter raised in such proceeding, the Corporation shall not indemnify such corporate representative other than a present or former director or officer under the Indemnification Section unless and until it shall have been determined and authorized in the specific case by either (1) an affirmative vote at a duly constituted meeting of a majority of the Board of Directors who were not parties to the proceeding, or (2) an affirmative vote at a duly constituted meeting of a majority of all the votes cast by stockholders who were not a party to the proceeding, that indemnification of such corporate representative other than present or former director or officer is proper under the circumstances.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation on the 16th day of March, 1987, and acknowledged the same to be my act.

WITNESS:

Cynthia K. Hitt

Cynthia K. Hitt SEA  
CYNTHIA K. HITT