

NOTE: This is a retyping of the official ARTICLES OF INCORPORATION for WESTWINDS VILLAGE, INC. The original documents are located at the Maryland State Department of Assessments and Taxation.

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ARTICLES OF INCORPORATION
WESTWINDS VILLAGE, INC.

THIS IS TO CERTIFY:

That I, Gregory K. Burgee, whose post office address is 30 West Patrick Street, 6th Floor, P.O. Box 688, Frederick, Maryland 21701, being at least eighteen (18) years of age, do hereby declare myself as incorporator with the intention of forming a corporation under and by virtue of the General Laws of the State of Maryland, and for such purpose, do hereby make, execute and adopt the following Articles of Incorporation:

Article I. **Name of Corporation.** The name of this corporation shall be: WestWinds Village, Inc.

Article II. **Duration.** The period of existence and duration of the life of this corporation shall be perpetual, subject to the right of the members to terminate the Corporation as provided in the Supplemental Declaration of Covenants, Conditions and Restrictions and any other applicable provisions of Maryland law.

Article III. **Principal Office and Resident Agent.** The principal office for the transaction of business of this Corporation shall be 30 West Patrick Street, 6th Floor, Frederick, MD 21701. Richard R. Burgee shall be designated as the statutory resident agent of this Corporation, said resident agent being a citizen and an adult resident of the State of Maryland and having an address as 30 West Patrick Street, 6th Floor, Frederick, MD 21701.

Article IV. **Powers and Purposes.** This Corporation does not contemplate pecuniary gain of profit, direct to indirect to the members thereof, and the specific purposes for which it is formed are to provide for or assure the maintenance, preservation and architectural control of the Property subject to the Supplemental Declaration of Covenants, Conditions and Restrictions, and to promote the health, safety and welfare of the owners or the property and any additions hereto as may hereafter be brought within the jurisdiction of this Corporation. For this purpose, the Corporation shall have the power and authority to:

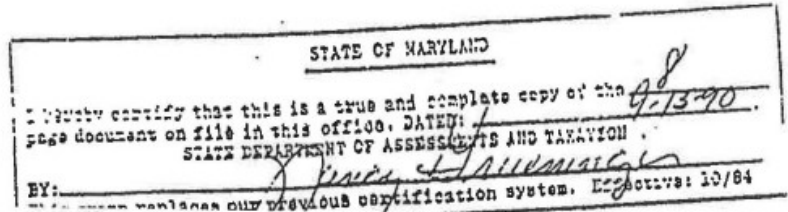
(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Corporation as set forth in the Supplemental Declaration of Covenants, Conditions and Restrictions (hereinafter "Supplemental Declaration"), applicable to the Property and recorded or to be recorded among the Land Records of Frederick County, Maryland, and as the same may be amended from time to time as therein provided, said Supplemental Declaration being incorporated herein as if set forth in full and made a part hereof. Any and all defined terms used in these Articles of Incorporation are further defined in the Supplemental Declaration;

(b) Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Supplemental 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 Corporation and all other expenses incident to the conduct of the business of the Corporation;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon

I.D. NO# D3076080
 ACKN.NO. - 046C3040015
 WESTWINDS VILLAGE, INC.

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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 Corporation;

(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 Corporation 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. No such dedicate or transfer shall be effective unless two-thirds (2/3) of each class of members have consented to such dedication, sale or transfer;

(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 shall have the assent of two-thirds (2/3) of each class of members, unless the Supplemental 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

(h) Insofar as permitted by law, to do any other thing that, in the judgment of the Board of Directors, will promote the business of this Corporation or the common benefit of its members and, in general, to exercise the powers set out in the Supplemental Declaration hereinabove referred to and the By-Laws of this Corporation and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Supplemental Declaration and the By-Laws of this Corporation.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of this Corporation, and the enjoyment of the exercise hereof, as conferred by the General Laws of the State of Maryland.

Article V. **No Capital Stock.** This Corporation shall be without capital stock and will not be operated for profit. This Corporation does not contemplate the distribution of gains, profits or dividends to any of its members. This Article does not apply to the fixing by the Board of Directors of reasonable compensation to anyone in any capacity for services rendered to the Corporation. The members of this Corporation shall not be personally liable for the debts, liabilities, or obligations of this Corporation except as may be specifically provided for by the General Laws of the State of Maryland.

Article VI. **Membership.** This Corporation shall have two (2) classes of voting memberships:

Class A. With the exception of the Declarant, every person, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Lot (but not Vacant Lot Owners) which is part of the Property shall be a Class A Member of the Corporation, with one Class A membership being

attributed to each Lot owned; 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. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members; however, the applicable vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than the vote attributed to the Lot be cast with respect to such Lot. Any Owner who leases his Lot may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that copy of such instrument is furnished to the Corporation.

Class B. With respect to the Declarant, for each Lot located on the Property (including Vacant Lots), the Declarant shall have one (1) Class B membership, and for each Class B membership there shall be attached thereto ten (10) votes. However, the number of Class B votes held by the Declarant shall be decreased by ten (10) votes for each new Class A membership created as a result of a transfer of a Lot to an Owner. All Class B memberships shall be held by the Declarant, and/or its nominee or nominees, and 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 from the Declarant.

Each class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) thirty (30) days following the date on which the total of the Class A members equals ninety percent (90%) of all of the Lots within the Property; or
- (ii) seven (7) years from the date of recordation of this 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 beyond the Declarant's control, then the aforesaid seven (7)-year period shall be extended by a period of time equal to the length of the delays or an additional seven (7) years, whichever is less; or
- (iii) upon surrender of said Class B memberships as provided for in this Article, the Declarant shall thereafter become a Class A Member of the Corporation as to each and every Lot in which the Declarant then holds the interest otherwise required for such Class A membership.

Upon the lapse or surrender of said Class B memberships as provided for in this Article, the Declarant shall thereafter become a Class A Member of the Corporation as to each and every Lot in which the Declarant then holds the interest otherwise required for such Class A membership.

The members of the Corporation shall have no preemptive rights, as such members, to acquire any memberships of this Corporation that may at any time be issued by the Corporation except as may be specifically provided in these Articles of Incorporation or the By-Laws of the Corporation.

The property, voting and other rights and privileges of member, the liability of each member for assessments for common expenses, and the method of collection thereof, shall be as set forth in the Supplemental Declaration relating to the Corporation and in the By-Laws of this Corporation.

Article VII. **Lien for Assessments.** To the extent permitted by law, this Corporation shall have a lien on the outstanding memberships in order to secure payment of any sums which shall be due or become due to this Corporation from the holder thereof for any reason whatsoever, in all cases in accordance with the Supplemental Declaration and By-Laws.

Article VIII. **Voting Rights.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including contract sellers, shall be a member of the Corporation; provided that any such person or entity who or which hold 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 Lot which is subject to assessment by the Corporation. There shall be no cumulative voting. In the event any member of this Corporation sells, assigns or otherwise transfers of record the fee interest in any Lot in which he holds the interest required for membership, such member shall, at the same time, assign the membership in this Corporation appurtenant to such Lot to the transferee of the Lot and deliver it to him for transfer on the books of this Corporation. The foregoing requirement shall not obtain in the event a Lot is transferred as aforesaid solely as security for the performance of an obligation. Except as provided in this Article, membership shall not be transferable.

Article IX. **Right of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area, including the streets and walkways included therein, which shall be appurtenant to and shall pass with the title to every Lot, for the purposes of ingress and egress to and from his Lot.

Article X. **Board of Directors.** The affairs of this Corporation shall be managed by a Board consisting of three (3) Directors whose names and addresses are hereinafter listed. Commencing with the first annual meeting of the Corporation, the Board shall consist of not fewer than five (5) nor more than seven (7) Directors. The Directors need not be members of the Corporation. The number of the Directors may be changed by amendment of the By-Laws of the Corporation. The names and addresses of the persons who are to initially act in the capacity of Directors until the selection of their successors are:

John F. Forstmann	Suite 205 1485 Chain Bridge Road McLean, Virginia 22101
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Barry K. Harper	Suite 205 1485 Chain Bridge Road McLean, Virginia 22101
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Clark M. Tyler	Suite 205 1485 Chain Bridge Road McLean, Virginia 22101
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The qualifications, powers, duties and tenure of the office of Director and the manner by which Directors are to be chosen shall be as prescribed and set forth in

the By-Laws of this Corporation. Officers of this Corporation shall be elected and shall serve as provided for in the By-Laws.

Article XI. **Indemnification.**

- (a) This Corporation shall indemnify every person who is or was an officer or Director of this Corporation and who was, is or is threatened to be made a named defendant or respondent in any threatened, pending or completed action, suit or proceeding by reason of service in that capacity, whether civil, criminal, administrative or investigative, if that person (i) acted in good faith; and (ii) reasonably believed (a) in the case of conduct in that person's official capacity, that the conduct was in the best interests of this Corporation; and (b) in all other cases that the conduct was at least not opposed to the best interests of this Corporation; and (iii) in the case of any criminal proceeding, had no reasonable cause to believe that the conduct was unlawful.
- (1) The indemnification provided for in this Article is against judgments, penalties, fines, settlements and reasonable expenses actually incurred in connection with any such threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative; provided however, that if any such action, suit or proceeding was one by or in the right of this Corporation, indemnification shall be made only against reasonable expenses and shall not be made in respect of any proceeding in which the person entitled to indemnity pursuant to the provisions of this Article shall have been adjudged to be liable to this Corporation. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, created a rebuttable presumption that the person otherwise entitled to indemnify did not meet the requisite standard of conduct set forth in this Article.
- (2) A person who is or was an officer or Director of this Corporation is not indemnified under the provisions of this Article in respect of any threatened, pending or completed action, suit or proceeding charging improper personal benefit to that person, whether or not involving action in that person's official capacity, in which the person was adjudged to be liable on the basis that personal benefit was improperly received.
- (3) The provisions of this Article are intended to provide every person who is or was an officer or Director of this Corporation and who was, is or is threatened to be made a named defendant or respondent in any threatened, pending or completed action, suit or proceeding by reason of service in that capacity, with indemnification to the extent permitted in Section 2-418(), Title 2, Corporations and Associations Article, Annotated Code of Maryland (1985 Repl. Vol.), as from time to time amended or superseded.
- (4) Indemnification under this Article may not be made by this Corporation unless authorized in the specific case after a determination has been made that indemnification is permissible because the person who is or was an officer or Director of this Corporation has met that standard of conduct set forth in this Article. Such determination shall be made in the manner provided in Section 2-418 (), Title 2, Corporations and Associations Article, Annotated Code of Maryland (1985 Repl. Vol.), as from time to time amended or superseded.
- (b) Reasonable expenses incurred by any person who is or was an officer or Director of this Corporation and who is a party to any threatened, pending or

completed action, suit or proceeding by reason of service in that capacity, may be paid or reimbursed by this Corporation in advance of the final disposition of that proceeding, after a determination that the fact then known to those making the determination would not preclude indemnification under this Article, upon receipt by this Corporation of:

- (1) a written affirmation by that person of that person's good faith belief that the standard of conduct necessary for indemnification by this Corporation as authorized in this Article has been met; and
 - (2) a written undertaking by or on behalf of that person to repay the amount if it shall ultimately be determined that the standard of conduct necessary for indemnification by this Corporation as authorized in this Article has not been met. The undertaking required by this subparagraph (2) shall be an unlimited general obligation of the person making it but need not be secured and may be accepted without reference to financial ability to make the repayment.
- (c) Determination and authorization of payments under this Article shall be in the manner specified in Section 2-418 (), Title 2, Corporations and Associations Article, Annotated Code of Maryland (1985 Repl. Vol.), as from time to time amended or superseded.
- (d) The officers and Directors of this Corporation shall not be liable to this Corporation for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of this Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of this Corporation, except to the extent that such officers or Directors may also be members of this Corporation, and this Corporation shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment, except as aforesaid.
- (e) The provisions of this Article do not limit the power of this Corporation to pay or reimburse expenses incurred by an person who is an officer or Director of this Corporation in connection with an appearance as a witness in any proceeding by reason of service in that capacity, or otherwise involving this Corporation, when that person has not been made a named defendant or respondent in the proceeding. Any right to indemnification provided for in this Article shall be in addition, and not exclusive of, any other rights to which any person who is or was an officer or Director of this Corporation may be entitled by law, or otherwise.
- (f) This Corporation may purchase and maintain insurance on behalf of any person who is or was an officer or Director of this Corporation against any liability asserted against and incurred by such person in any such capacity or arising out of such person's position, whether or not this Corporation would have the power to indemnify against such liability pursuant to the provisions of this Article, or otherwise.
- (g) Any indemnification of, or advance of expenses to, any person in accordance with the provisions of this Article, if arising out of a proceeding by or in the right of this Corporation, shall be reported in writing to the members of this Corporation with notice of the next annual meeting of members of this Corporation or prior to the next annual meeting of members.

Article XII. **Common Director Transactions.** The Directors shall exercise their powers and duties in good faith and with a view to the interests of this Corporation and the Corporation. A contract or other transaction between this Corporation and any of its Directors, or between this Corporation and any corporation, firm or other entity in which any of its Directors is a director or has a material financial interest is not void or voidable solely because of the common directorship or interest, or because the Director is present at the meeting of the Board of Directors which authorizes, approves or ratifies the contract or transaction, or because the vote of the Director was counted for the authorization, approval or ratification of the contract or transaction, if any of the following conditions exist:

- (a) the fact of the common directorship or interest is disclosed or known to the Board of Directors and the Board of Directors authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority of disinterested Directors, even if the disinterested Directors constitute less than a quorum; or
- (b) the fact of the common directorship or interest is disclosed or known to the members of this Corporation entitled to vote, and the contract or transaction is authorized, approved or ratified by a majority of the votes cast by the members entitled to vote other than the votes appurtenant to memberships owned by the interested Directors or corporation, firm or other entity; or
- (c) the contract or transaction is fair and reasonable to this Corporation at the time it was authorized, approved or ratified.

Common or interested Directors or the votes which they are entitled to cast or which are entitled to be cast by an interested corporation, firm or other entity, may be counted in determining the presence of a quorum at a meeting of the Board of Directors or at a meeting of the members, as the circumstances may require, at which the contract or transaction is authorized, approved or ratified.

If a contract or transaction is not authorized, approved or ratified in the manner provided for in subparagraphs (a) or (b) of this Article, the person asserting the validity of the contract or transaction bears the burden of proving that the contract or transaction was fair and reasonable to this Corporation at the time it was authorized, approved or ratified.

This Article does not apply to the fixing by the Board of Directors of reasonable compensation for a Director, whether as a Director or in any other capacity.

Article XIII. **Amendment.** Subject to the limitations set forth in the aforesaid Supplemental Declaration and in the By-Laws of this Corporation, this Corporation reserves the right to amend, alter or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute for the amendment of Articles of Incorporation.

Article XIV. **Dissolution.** The Corporation may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. 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 XIV) 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 Corporation, other than that incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Corporation was created. In the event that such dedication 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.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 22nd day of August, 1990.

WITNESS:

Melissa A. Burdette

Gregory M. Burgee (SEAL)

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this 22nd day of August 1990, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Gregory M. Burgee, who acknowledged the aforesaid Articles of Incorporation to be his act.

WITNESS my hand and Notarial Seal on the day and year first above written.

Melissa A. Burdette
Melissa A. Burdette
NOTARY PUBLIC

My Commission Expires:
11/92