

ARTICLES OF INCORPORATION  
OF  
SNOWDENS MILL HOMEOWNERS ASSOCIATION, INC.

Approved and received for record by the State Department of Assessments and Taxation of Maryland  
June 21, 1979 at 1:00 o'clock P.M. as in conformity with law and ordered recorded.

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Recorded in Liber 2447, folio 2852 one of the Charter Records of the State Department of Assessments  
and Taxation of Maryland.

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Bonus tax paid \$ \_\_\_\_\_ 20.00 \_\_\_\_\_ Recording fee paid \$ \_\_\_\_\_ 24.00 \_\_\_\_\_ Special Fee paid \$ \_\_\_\_\_

\_\_\_\_\_

To the clerk of the    Circuit    Court of    Montgomery County

IT IS HEREBY CERTIFIED, that the within Instrument, together with all Indorsements thereon, has  
been received, approved and recorded by the State Department of Assessments and Taxation of  
Maryland.

AS WITNESS my hand and seal of the said Department at Baltimore.

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ARTICLES OF INCORPORATION

OF

SNOWDENS MILL HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Title 2 of the Corporations and Associations Title of the Annotated Code of Maryland (1975), the undersigned, ROBERT L. BROWNELL, whose post office address is 930 Bonifant Street, Silver Spring, Maryland 20910, being at least eighteen (18) years of age, has this day, by execution of these Articles, voluntarily declared himself to be an incorporator for the purpose of forming a non-stock, non-profit corporation pursuant to the general laws of Maryland, and does hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the Corporation is SNOWDENS MILL HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association."

ARTICLE II

PRINCIPAL OFFICE

The post office address of the principal office of the Association is 11961 Tech Road, Silver Spring, Montgomery County, Maryland 20904.

ARTICLE III

RESIDENT AGENT

The name of its resident agent is Martin Seldeen, whose post office address is 11961 Tech Road, Silver Spring, Montgomery County, Maryland 20904. Said resident agent is a citizen of the State of Maryland and actually resides therein.

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 on Exhibit A attached hereto and made a part hereof, including such additions thereto 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 additions thereto 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 of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the Property and recorded or to be recorded among the Land

Records of Montgomery County, Maryland, 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 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) Subject to the provisions of the Declaration, 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) Subject to the provisions of the Declaration, 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. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer, and unless the consents required by Article IX of the Declaration are obtained;

(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 Declaration or By-Laws provides 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.

#### 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

Every person or entity who is a record owner of a fee or undivided fee interest of any Lot, including contract sellers, 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 Lot which is subject to assessment by the Association.

## ARTICLE VII

### VOTING RIGHTS

Class A: Class A members shall be all Owners, with the exception of the Declarant (as defined in the Declaration). Class A members shall be entitled to one (1) vote for each Lot owned, except that the Owner of a Rental Project Lot (as defined in the Declaration) shall be entitled to one (1) vote for each occupied Dwelling Unit (as defined in the Declaration) situated on the Rental Project Lot.

Class B: The Class B member(s) shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership upon the happening of any of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) three (3) 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 (as defined in the Declaration) on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid three (3) year period shall be extended by a period of time equal to the length of the delays or two (2) years, whichever is less.

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 these Articles of Incorporation or the By-Laws of the Association.

## ARTICLE VIII

### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board initially consisting of three (3) directors whose names and addresses are hereinafter listed. Commencing with the first annual meeting of the Association, the Board shall consist of an uneven number of not less than five (5) nor more than nine (9) directors. The number of directors shall be determined by a vote of the members at the first annual meeting of members and the number of directors may be changed by a vote of the members at any subsequent annual or special meeting of the members; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent director. The directors need not be members of the Association. 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 initially act in the capacity of directors until the selection of their successors are:

Martin Seldeen

11961 Tech Road  
Silver Spring, Maryland 20904

William Fisher

11961 Tech Road  
Silver Spring, Maryland 20904

Eunice Draewell

11961 Tech Road  
Silver Spring, Maryland 20904

At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, two (2) directors for a term of two (2) years, and the remaining directors for a term of three (3) years; and at each annual meeting thereafter, the members shall elect a director to each vacancy for a term of three (3) years.

#### ARTICLE IX

#### DISSOLUTION

Subject to the provisions of Article IX of the Declaration, 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 the written approval, of M-NCPPC, 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 consistent with this ARTICLE IX), 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 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 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.

#### ARTICLE X

#### DURATION

This Association shall exist perpetually.

#### ARTICLE XI

#### AMENDMENTS

Subject to the provisions of Article IX of the Declaration, amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

#### ARTICLE XII

#### FHA/VA APPROVAL

As long as there is a Class B membership, certain actions described in Article IX of the Declaration, will require the prior approval of the Federal Housing Administration or the Veterans Administration.

IN WITNESS WHEREOF, Robert L. Brownell has signed, sealed and delivered these Articles of Incorporation as his own free act and deed on this 19 day of June, 1979.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Robert L. Brownell

STATE OF MARYLAND

COUNTY OF MONTGOMERY

On June 19, 1979, before me, a Notary Public in and for the above County and State, personally appeared Robert L. Brownell, and acknowledged that he signed the foregoing Articles of Incorporation for the purposes therein stated.

WITNESS my hand and notarial seal.

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Notary Public

My commission expires:

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## EXHIBIT A

Lots One (1) through Fourteen (14), both inclusive, in Block "A," Lots One (1) through Twelve (12), both inclusive, and Parcel "A," in Block "B," and Lots One (1) through Sixteen (16), in Block "C," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12063.

Lots One (1) through Seven (7), both inclusive, in Block "D," Lots one (1) through Eleven (11), both inclusive, and Outlot A and Parcel "C," (save and except that portion of Parcel "C" containing 34,500 square feet granted to the Maryland-National Capital Park and Planning Commission by deed recorded in the aforesaid records in Liber 5224, folio 110), in Block "E," and Lots One (1) through Eleven (11), and Parcel "B," in Block "F," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12064.

Lots One (1) and two (2), in Block "G," Lots One (1) through Nine (9), both inclusive, and Parcel "E," in Block "H," and Lots One (1) through Twenty-four (24), both inclusive, and Lot forty-four (44), and Parcel "D" and Parcel "F," in Block "I," and Lots one (1) through Three (3), both inclusive, and Lot Seventy-one (71), in Block "J," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12065.

Parcel "G," in Block "I," and Parcel "J," in Block "J," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12066.

Lots Twenty-five (25) through Thirty (30), both inclusive, and Parcel "L," in Block "I," and Lots Four (4) through Thirty-five (35), both inclusive, and Parcel "N," (save and except that portion of Parcel "N" containing 13,514 square feet granted to the Maryland-National Capital Park and Planning Commission by deed recorded in the aforesaid records in Liber 5224, folio 110), in Block "J," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, at Plat Book 105, Plat 12067.

Lot Three (3) and Lots Sixteen (16) through Thirty-nine (39), both inclusive, and Parcel "X," in Block "G," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 107, Plat 12392.

Parcel "CC," in Block "E," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, at Plat Book 107, Plat 12393.

Lots Thirteen (13) through Fifty-eight (58), both inclusive, and Parcel "AA," and Parcel "Z," in Block "B," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 107, Plat 12394.

Lots Thirty-two (32) through One Hundred Seven (107), both inclusive, and Parcel "U," in Block "L," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, at Plat Book 107, Plat 12395.

Lots Five (5) through Eighteen (18), both inclusive, and Lots Twenty-six (26) through Thirty-eight (38), and Lot Sixty-one (61), and Parcel "U" and Parcel "T," in Block "K," and Lots one (1) through Five (5), both inclusive, in Block "L," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 106, Plat 12294.

Lots Thirty-nine (39) through Sixty (60), both inclusive, and Lots Seventy-three (73) through Seventy-six (76), both inclusive, and Parcel "S," in Block "K," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 106, Plat 12292.

Lots Sixty-two (62) through Seventy-two (72), both inclusive, and Parcel "R," in Block "K," and Lots Six (6) through Thirty-one (31), both inclusive, and Parcel "P," in Block "L," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 106, Plat 12291.

Lots Four (4) through Fifteen (15), both inclusive, in Block "G," and Lots One (1) through Eight (8), both inclusive, and Parcel "DD," in Block "H," and Lots one (1) through Six (6), in Block "M," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 108, Plat 12490.

Lots Twelve (12) through Twenty-nine (29), both inclusive, and Parcel "GG," in Block "E," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 108, Plat 12491.

Lots Thirty-one (31) through Forty-three (43), both inclusive, in Block "I," and Lots Thirty-six (36) through Seventy (70), both inclusive, in Block "J," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 105, Plat 12066.

Lots One (1) through Four (4), both inclusive, and Lots Nineteen (19) through Twenty-five (25), both inclusive, in Block lettered "K," in a subdivision known as "Snowdens Mill," per plat thereof recorded in the Land Records of Montgomery County, Maryland, in Plat Book 106, Plat 12294.