

ARTICLES OF INCORPORATION

OF

SUMMERFIELD AT RIVER HILL CONDOMINIUM ASSOCIATION, INC.

FIRST: The undersigned, Bruce D. Brown, whose address is 2 East Fayette Street, Baltimore, Maryland 21202, being over eighteen (18) years of age, hereby forms a corporation under the public general laws of the State of Maryland.

SECOND: The name of the corporation (which is hereinafter called the "Condominium") is:

SUMMERFIELD AT RIVER HILL CONDOMINIUM ASSOCIATION, INC.

THIRD: The purpose for which the Condominium is formed is to provide for the care, management and operation of the condominium known as "Summerfield at River Hill Condominium", which condominium is intended to be established by Declaration and By-Laws intended to be recorded among the Land Records of Howard County, Maryland pursuant to Title 11 of the Real Property Article of the Annotated Code of Maryland (hereinafter the "Maryland Condominium Act").

In the promotion of such purpose, the Condominium shall have the power:

(a) To have perpetual existence subject to the right of the unit owners to terminate the Condominium Regime, as provided in the Maryland Condominium Act or in the Declaration;

(b) To adopt, amend and enforce Rules and Regulations;

(c) To adopt and amend budgets for revenues, expenditures and reserves and levy and collect annual and special assessments for Common Expenses from Unit Owners;

(d) To sue and be sued, and complain and defend, in any court;

(e) To transact its business, carry on its operations and exercise the powers provided in the Maryland Condominium Act, in any state, territory, district or possession of the United States and in any foreign country;

2001 OCT -11

303

(f) To make contracts and guarantees, incur liabilities, borrow money, and to sell, mortgage, lease, pledge, exchange, convey, transfer and otherwise dispose of or encumber any part of its property and assets;

(g) To issue bonds, notes and other obligations, and secure the same by mortgage or deed of trust, on any part of its property, franchises and income;

(h) To acquire by purchase or in any other manner, and to take, receive, own, hold, use, employ, improve and otherwise deal with any property, real or personal, or any interest therein, wherever located;

(i) To hire and terminate managing agents and other employees, agents and independent contractors;

(j) To purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge or otherwise dispose of and otherwise use and deal in and with, shares or other interests in, or obligations of, corporations of this State, or foreign corporations, and of associations, partnerships and individuals;

(k) To invest its funds and to lend money in any manner appropriate to enable it to carry on the operations or to fulfill the purposes named in the Declaration or By-Laws and to take and to hold real and personal property as security for the payment of funds so invested or loaned;

(l) To regulate the use, maintenance, repair, replacement and modification of the Common Elements;

(m) To cause additional improvements to be made as a part of the Common Elements;

(n) To grant easements, leases, licenses and concessions through or over the Common Elements;

(o) To impose reasonable charges for late payment of assessments, violations of the Declaration, By-Laws, and Rules and Regulations of the Condominium;

(p) To impose reasonable charges for the preparation and recordation of rules, regulations, resolutions, resale certificates or statements of unpaid assessments, and amendments to such

documents and for the preparation and recordation of amendments to the Declaration, By-Laws and Condominium Plat(s);

(q) To provide for the indemnification of and maintain liability insurance for Officers, Directors, and any managing agent or other employee charged with the operation of the Condominium;

(r) To exercise any other powers conferred by the Declaration or By-Laws;

(s) To exercise any other powers necessary and proper for the governance and operation of the Condominium; and

(t) Generally to exercise the powers set forth in the Maryland Condominium Act and the Declaration, By-Laws, and to do every other matter, act or thing not inconsistent with law, which may be appropriate to promote and attain the purposes set forth in the Maryland Condominium Act, the Declaration or By-Laws, including the right to elect Directors, Officers and agents, and to define their rights, powers and duties, provided, however, that the Condominium shall not impose or receive any payment, fee or charge for the use, rental or operation of the Common Elements, other than assessments uniformly imposed against all Unit Owners.

**FOURTH:** The address of the principal office of the Condominium in this State is 8965 Guilford Road, Suite 290, Columbia, Maryland, 21046.

**FIFTH:** The Resident Agent of the Condominium is Bruce D. Brown, 2 East Fayette Street, Suite 600, Baltimore, Maryland 21202. Said Resident Agent is a citizen of the State of Maryland and actually resides therein.

**SIXTH:** The Condominium is not authorized to issue capital stock. The membership of the Condominium shall consist of the record owners, as such term is defined in the Declaration, of all Units now or hereafter contained in the Condominium.

**SEVENTH:** The Condominium shall have an initial three member Board of Directors. The number of Directors may be increased or decreased in accordance with the By-Laws of the Condominium but shall never be less than the minimum number required by the applicable provisions of the Corporations and Associations Article of the Annotated Code of Maryland. The names of the Directors who shall act as such until the first annual

meeting of the Members of the Condominium and until their successors are duly chosen and qualify are:

Joseph Fortino  
Dan Gregory  
Laurene McIsaac

**EIGHTH:** Except as the Corporations and Associations Article of the Annotated Code of Maryland may otherwise provide, the Condominium shall indemnify any person against reasonable expenses in connection with any action, suit or proceeding to which he was made a party by reason of his serving or having served either the Condominium or any other entity at the request of the Condominium, in any capacity, while an Officer or Director of the Condominium unless such persons shall have been adjudicated to have committed gross misconduct or intentional torts. Except as the By-Laws may otherwise provide, no other indemnification shall be provided for any Officer or Director and no indemnification shall be provided for any employee or agent of the Condominium or any other entity, unless the Board of Directors shall, in its discretion and subject to the By-Laws, so direct.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation, and I acknowledge the same to be my act on this 3d day of October, 2001.

WITNESS:

Elizabeth B. Greer

Bruce D. Brown  
BRUCE D. BROWN  
2 East Fayette Street  
Baltimore, Maryland 21202

I hereby consent to act as resident agent in Maryland for the entity named in the attached instrument.

Bruce D. Brown  
Bruce D. Brown

RETURN TO:  
BRUCE D. BROWN, ESQUIRE  
2 East Fayette Street  
Baltimore, Maryland 21202  
(410) 539-6606

2100.004\articles.rivhill.5201  
BDB:ms\05.02.01

DECLARATION  
OF  
SUMMERFIELD AT RIVER HILL CONDOMINIUM ASSOCIATION, INC.

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1. Creation of the Condominium Regime . . . . .	2
2. Additional Phases . . . . .	2
3. Description of the Buildings . . . . .	4
4. The Name of the Condominium . . . . .	5
5. Units . . . . .	5
6. Percentage Interests . . . . .	8
7. Description of Common Elements and Common Expenses. . . . .	8
8. Condominium Units and Common Elements . . . . .	9
9. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units . . . . .	10
10. Easements . . . . .	10
11. Units Subject to Village Covenants, Declaration, By-Laws and Rules . . . . .	14
12. Membership and Voting in Council of Unit Owners . . . . .	15
13. Mortgagee Protection. . . . .	15
14. Exterior Modifications . . . . .	18

PARAGRAPH

PAGE

15. Maintenance, Repair and Replacement . . . .18

16. Eminent Domain . . . . .19

17. Termination of Regime. . . . .20

18. Administration of Condominium . . . . .20

19. Amendment of Declaration . . . . .21

20. Invalidity . . . . .22

21. Waiver . . . . .23

22. Compliance . . . . .23

23. Captions . . . . .23

24. Gender, Etc. . . . .23