

ARTICLES OF INCORPORATION

OF

WESTCHESTER PARK SECTION ONE CONDOMINIUM, INC.

Prince George's County, Maryland

ARTICLES OF INCORPORATION

OF

WESTCHESTER PARK SECTION ONE CONDOMINIUM, INC.

THIS IS TO CERTIFY:

FIRST: That I, the subscriber, WILLIAM J. GAY, whose post office address is 6100 Westchester Park Drive, College Park, Maryland, 20740, being of full legal age, do under and by virtue of the General Laws of the State of Maryland authorizing the formation of corporations, hereby form the following corporation.

SECOND: The name of the Corporation is WESTCHESTER PARK SECTION ONE CONDOMINIUM, INC.

THIRD: The Corporation does not contemplate pecuniary gain or profit, direct or indirect to its members. The purposes for which it is formed are:

(A) To manage, operate and maintain the Westchester Park Section One Condominium in accordance with the Master Deed, By-Laws, and Plat of Condominium Subdivision duly filed among the land records of Prince George's County, Maryland, with respect to that certain parcel of real property located in Prince George's County, Maryland, described in said Master Deed, hereinafter referred to as the "Condominium Project";

(B) To own, acquire, build, hold, improve, sell, convey, lease, operate and maintain recreation areas, parks, playgrounds, common streets, sidewalks and parking areas, including buildings, structures and personal property, and all common elements thereof, all of which is hereinafter referred to as the "Common Elements";

(C) To fix, levy, collect and enforce payment by any lawful means of carrying charges and assessments, against the owners of any condominium unit within the Condominium Project in accordance with the Master Deed and By-Laws;

(D) To own, acquire, build, hold, improve, sell, convey or lease any condominium unit within the Condominium Project;

(E) To provide for the designation, hiring and/or dismissal of the personnel necessary for the good working order of the condominium and for the proper care of the Common Elements and to provide services for the project in a manner consistent with the provisions of the By-Laws and the Master Deed;

(F) To promulgate and enforce such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of the dwelling units and the use of the Common Elements as are designated on the Plat of Condominium Subdivision or otherwise, all of which shall be consistent with the provisions of the By-Laws and the Master Deed;

(G) To pay taxes, if any, on the Common Elements and condominium utility charges, and to pay all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the Condominium Project;

(H) To borrow money, to mortgage, pledge, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(I) Insofar as permitted by law, to do any other thing that in the opinion of the Board of Directors will promote the common benefit and enjoyment of the residents of the Condominium Project.

FOURTH: The post office address of the place at which the principal office of the Corporation in this State will be located is c/o B. F. Saul Company, 8401 Connecticut Avenue, Chevy Chase, Maryland, 20015. The resident agent of the Corporation is William J. Gay, whose post office address is 6100 Westchester Park Drive, College Park, Maryland, 20740. Said resident agent is a citizen of the State of Maryland and actually resides therein.

FIFTH: Every person, corporation, trust or other legal entity, or any combination thereof, which is a record owner of a condominium unit shall be a member of the Corporation; provided, however, that any person, corporation, trust or other legal entity which holds such interest solely as security for the performance of an obligation shall not be a member. Upon evidence being presented to the Board of Directors by the applicant of ownership of a condominium unit, said applicant shall be admitted to membership.

SIXTH: The Corporation shall have one class of membership, and each member shall be entitled to one vote for each condominium unit in which he or it holds the interest required for membership in ARTICLE FIFTH. When more than one person holds such interest or interests in any condominium unit, all

such persons shall be members, and the vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one unit. The Corporation is not authorized to issue any capital stock.

SEVENTH: The Corporation shall not have less than three (3) nor more than five (5) directors, and William J. Gay, Francis E. Dimond, and William T. Wheeler shall act as such until the first annual meeting or until their successors are duly chosen and qualified. After the first annual meeting, a majority of the duly chosen and qualified successors to the acting directors, and those who succeed them, shall thereafter be members of the Corporation.

EIGHTH: The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Corporation and of the directors and members:

(A) The affairs of the Corporation shall be governed by a Board of Directors composed of not less than three (3) nor more than five (5) persons, a majority of whom shall be members of the Corporation, who shall hold office until the election of their successor or successors.

(B) The By-Laws of the Corporation may be amended by the affirmative vote of members representing more than two-thirds (2/3) of the total value of the Condominium Project at any meeting of the members duly called for such purpose, effective only upon the recordation among the land records of Prince George's County, Maryland, of an amendment to the Master Deed setting forth such amendment to the By-Laws. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least twenty percent (20%) of the total value of the project. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

(C) The Corporation may be dissolved only with the assent given in writing and signed by the members representing more than two-thirds (2/3) of the total value of the Condominium Project. 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 Subsection (D) hereof) shall be mailed to every member not less than ten (10) days nor more than fifty (50) days in advance of any action taken.

(D) Upon dissolution of the Corporation, the assets, both real and personal of the Corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. 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 purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. No such disposition of Corporation properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to the Condominium Project unless made in accordance with the provisions of such covenants and deeds.

(E) To the extent permitted by law, the Corporation may participate in mergers and consolidations with other non-profit corporations or associations organized for the same purpose, provided that any such mergers or consolidations shall require the assenting votes cast at a duly held meeting of members representing two-thirds (2/3) of the total value of the Condominium Project, and more than two-thirds (2/3) of the votes entitled to be cast by members present or represented by proxy at the meeting.

NINTH: The duration of the Corporation shall be perpetual.

IN WITNESS WHEREOF, I have signed the Articles of Incorporation on the _____ day of _____, 1974.

Witness

William J. Gay (SEAL)

STATE OF MARYLAND :
COUNTY OF PRINCE GEORGE'S: to wit

I HEREBY CERTIFY that on the _____ day of _____, 1974, before me, the subscriber, a Notary Public in and for the said State and County, personally appeared William J. Gay, who acknowledged the foregoing Articles of Incorporation to be his act.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public

My commission expires:

EXHIBIT C

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percent of Ownership</u>
5960 T-1	\$6,800.	.4232870
5960 T-2	\$6,800.	.4232870
5960 201	\$6,800.	.4232870
5960 202	\$6,800.	.4232870
5960 301	\$6,800.	.4232870
5960 302	\$6,800.	.4232870
5962 T-1	\$5,750.	.3579265
5962 T-2	\$6,800.	.4232870
5962 201	\$5,750.	.3579265
5962 202	\$6,800.	.4232870
5962 301	\$5,750.	.3579265
5962 302	\$6,800.	.4232870
5964 T-1	\$6,800.	.4232870
5964 T-2	\$5,750.	.3579265
5964 201	\$6,800.	.4232870
5964 202	\$5,750.	.3579265
5964 301	\$6,800.	.4232870
5964 302	\$5,750.	.3579265
5966 T-1	\$6,800.	.4232870
5966 T-2	\$5,225.	.3252463
5966 201	\$6,800.	.4232870
5966 202	\$6,800.	.4232870
5966 301	\$6,800.	.4232870
5966 302	\$6,800.	.4232870

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percent of Ownership</u>
5968 T-1	\$5,750.	.3579265
5968 T-2	\$5,225.	.3252463
5968 201	\$5,750.	.3579265
5968 202	\$6,800.	.4232870
5968 301	\$5,750.	.3579265
5968 302	\$6,800.	.4232870
5970 T-1	\$5,225.	.3252463
5970 T-2	\$5,750.	.3579265
5970 201	\$6,800.	.4232870
5970 202	\$5,750.	.3579265
5970 301	\$6,800.	.4232870
5970 302	\$5,750.	.3579265
5972 T-1	\$5,225.	.3252463
5972 T-2	\$6,800.	.4232870
5972 201	\$6,800.	.4232870
5972 202	\$6,800.	.4232870
5972 301	\$6,800.	.4232870
5972 302	\$6,800.	.4232870
5974 T-1	\$5,750.	.3579265
5974 T-2	\$5,225.	.3252463
5974 201	\$5,750.	.3579265
5974 202	\$6,800.	.4232870
5974 301	\$5,750.	.3579265
5974 302	\$6,800.	.4232870

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percent of Ownership</u>
5976 T-1	\$5,225.	.3252463
5976 T-2	\$5,750.	.3579265
5976 201	\$6,800.	.4232870
5976 202	\$5,750.	.3579265
5976 301	\$6,800.	.4232870
5976 302	\$5,750.	.3579265
6000 T-1	\$5,225.	.3252463
6000 T-2	\$6,800.	.4232870
6000 101	\$6,800.	.4232870
6000 102	\$6,800.	.4232870
6000 201	\$6,800.	.4232870
6000 202	\$6,800.	.4232870
6000 301	\$6,800.	.4232870
6000 302	\$6,800.	.4232870
6002 T-1	\$6,800.	.4232870
6002 T-2	\$5,225.	.3252463
6002 101	\$6,800.	.4232870
6002 102	\$6,800.	.4232870
6002 201	\$6,800.	.4232870
6002 202	\$6,800.	.4232870
6002 301	\$6,800.	.4232870
6002 302	\$6,800.	.4232870
6004 T-1	\$6,800.	.4232870
6004 T-2	\$5,225.	.3252463
6004 101	\$6,800.	.4232870
6004 102	\$6,800.	.4232870

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percent of Ownership</u>
6004 201	\$6,800.	.4232870
6004 202	\$6,800.	.4232870
6004 301	\$6,800.	.4232870
6004 302	\$6,800.	.4232870
6006 T-1	\$6,800.	.4232870
6006 T-2	\$5,750.	.3579265
6006 201	\$6,800.	.4232870
6006 202	\$5,750.	.3579265
6006 301	\$6,800.	.4232870
6006 302	\$5,750.	.3579265
6008 T-1	\$5,750.	.3579265
6008 T-2	\$6,800.	.4232870
6008 201	\$5,750.	.3579265
6008 202	\$6,800.	.4232870
6008 301	\$5,750.	.3579265
6008 302	\$6,800.	.4232870
6010 T-1	\$6,800.	.4232870
6010 T-2	\$6,800.	.4232870
6010 201	\$6,800.	.4232870
6010 202	\$6,800.	.4232870
6010 301	\$6,800.	.4232870
6010 302	\$6,800.	.4232870
6012 T-1	\$5,225.	.3252463
6012 T-2	\$5,600.	.3485893
6012 101	\$6,800.	.4232870
6012 102	\$5,750.	.3579265

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percent of Ownership</u>
6012 201	\$6,800.	.4232870
6012 202	\$5,750.	.3579265
6012 301	\$6,800.	.4232870
6012 302	\$5,750.	.3579265
6014 T-1	\$5,600.	.3485893
6014 T-2	\$5,225.	.3252463
6014 101	\$5,750.	.3579265
6014 102	\$6,800.	.4232870
6014 201	\$5,750.	.3579265
6014 202	\$6,800.	.4232870
6014 301	\$5,750.	.3579265
6014 302	\$6,800.	.4232870
6016 T-1	\$5,600.	.3485893
6016 T-2	\$5,225.	.3252463
6016 101	\$5,750.	.3579265
6016 102	\$6,800.	.4232870
6016 201	\$5,750.	.3579265
6016 202	\$6,800.	.4232870
6016 301	\$5,750.	.3579265
6016 302	\$6,800.	.4232870
6018 T-1	\$5,225.	.3252463
6018 T-2	\$5,600.	.3485892
6018 101	\$6,800.	.4232870
6018 102	\$5,750.	.3579265

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percent of Ownership</u>
6018 201	\$6,800.	.4232870
6018 202	\$5,750.	.3579265
6018 301	\$6,800.	.4232870
6018 302	\$5,750.	.3579265
6020 T-1	\$6,800.	.4232870
6020 T-2	\$5,225.	.3252463
6020 101	\$6,800.	.4232870
6020 102	\$6,800.	.4232870
6020 201	\$6,800.	.4232870
6020 202	\$6,800.	.4232870
6020 301	\$6,800.	.4232870
6020 302	\$6,800.	.4232870
6022 T-1	\$6,800.	.4232870
6022 T-2	\$5,225.	.3252463
6022 201	\$6,800.	.4232870
6022 202	\$6,800.	.4232870
6022 301	\$6,800.	.4232870
6022 302	\$6,800.	.4232870
6024 T-1	\$6,800.	.4232870
6024 T-2	\$5,225.	.3252463
6024 201	\$6,800.	.4232870
6024 202	\$6,800.	.4232870
6024 301	\$6,800.	.4232870
6024 302	\$6,800.	.4232870

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percent of Ownership</u>
6026 T-1	\$6,800.	.4232870
6026 T-2	\$5,225.	.3252463
6026 201	\$6,800.	.4232870
6026 202	\$6,800.	.4232870
6026 301	\$6,800.	.4232870
6026 302	\$6,800.	.4232870
6028 T-1	\$6,800.	.4232870
6028 T-2	\$5,225.	.3252463
6028 201	\$6,800.	.4232870
6028 202	\$6,800.	.4232870
6028 301	\$6,800.	.4232870
6028 302	\$6,800.	.4232870
6030 T-1	\$6,800.	.4232870
6030 T-2	\$5,225.	.3252463
6030 201	\$6,800.	.4232870
6030 202	\$6,800.	.4232870
6030 301	\$6,800.	.4232870
6030 302	\$6,800.	.4232870
6032 T-1	\$5,225.	.3252463
6032 T-2	\$6,800.	.4232870
6032 201	\$6,800.	.4232870
6032 202	\$6,800.	.4232870
6032 301	\$6,800.	.4232870
6032 302	\$6,800.	.4232870

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percent of Ownership</u>
6034 T-1	\$6,800.	.4232870
6034 T-2	\$5,225.	.3252463
6034 101	\$6,800.	.4232870
6034 102	\$6,800.	.4232870
6034 201	\$6,800.	.4232870
6034 202	\$6,800.	.4232870
6034 301	\$6,800.	.4232870
6034 302	\$6,800.	.4232870
6036 T-1	\$5,225.	.3252463
6036 T-2	\$6,800.	.4232870
6036 101	\$6,800.	.4232870
6036 102	\$6,800.	.4232870
6036 201	\$6,800.	.4232870
6036 202	\$6,800.	.4232870
6036 301	\$6,800.	.4232870
6036 302	\$6,800.	.4232870
6038 T-1	\$5,225.	.3252463
6038 T-2	\$6,800.	.4232870
6038 101	\$6,800.	.4232870
6038 102	\$6,800.	.4232870
6038 201	\$6,800.	.4232870
6038 202	\$6,800.	.4232870
6038 301	\$6,800.	.4232870
6038 302	\$6,800.	.4232870

<u>Unit No.</u>	<u>Unit Value</u>	<u>Percent of Ownership</u>
5900	\$11,750	.7314151
5902	\$11,750	.7314151
5904	\$11,750	.7314151
5906	\$11,750	.7314151
5908	\$11,750	.7314151
5910	\$11,750	.7314151
5912	\$11,750	.7314151
5914	\$11,750	.7314151
5916	\$11,750	.7314151
5918	\$11,750	.7314151
5920	\$11,750	.7314151
5922	\$11,750	.7314151
5924	\$11,750	.7314151
5926	\$11,750	.7314151
5928	\$11,750	.7314151
5930	\$11,750	.7314151
5932	\$11,750	.7314151
5934	\$11,750	.7314151
5936	\$11,750	.7314151
5938	\$11,750	.7314151
5940	\$11,750	.7314151
5942	\$11,750	.7314151
5944	\$11,750	.7314151
5946	\$11,750	.7314151
5948	\$11,750	.7314151
5950	\$11,750	.7314151
5952	\$11,750	.7314151
5954	\$11,750	.7314151
5956	\$11,750	.7314151
5958	\$11,750	.7314151