

APPROVED FOR RECORD *JM*
12/23/98 at 10:00 a.m.

ARTICLES OF INCORPORATION

OF

GLENBROOK VILLAGE HOMEOWNERS' ASSOCIATION, INC.

Pursuant to the requirements of the Md. Corps & Assn. Code Ann. §2-104 (1993 Repl. Vol., 1997 Supp.), the undersigned, J. Michael Conroy, whose post office address is Six Montgomery Village Avenue, Suite 402, Gaithersburg, Maryland 20879, 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 nonstock, nonprofit corporation pursuant to the general laws of Maryland, and does hereby certify:

ARTICLE I

83578045

NAME OF CORPORATION

The name of the Corporation is GLENBROOK VILLAGE HOMEOWNERS' ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

PRINCIPAL OFFICE

The post office address of the principal office of the Association is 5515 Security Lane, Suite 550, Rockville, Maryland 20852.

ARTICLE III

RESIDENT AGENT

The name of its resident agent is J. Michael Conroy, whose post office address is Six Montgomery Village Avenue, Suite 402, Gaithersburg, Maryland 20879. Said resident agent is a citizen and resident of the State of Maryland.

I.D. NO# D5172184
ACKN. NO. - 125C3124428
GLENBROOK VILLAGE HOMEOWNERS' ASS
OCIATION, INC.

30 86,

12/23/98 AT 10:00 A.M.

ARTICLE IV

POWERS AND PURPOSES

This Association does not contemplate pecuniary gain or profit, direct or indirect to its members, and the specific purposes for which it is formed are to be the record owner of and to provide for or assure the maintenance and regulation of commonly owned property and to preserve the value of all Property subject to the Declaration of Covenants, Conditions and Restrictions of the Glenbrook Village Homeowners' Association, Inc., including any additional property brought into the Association by annexation, which is presently not contemplated. The Association will also promote the general health, safety and welfare of the Owners of the Property subjected to the Declaration of Covenants, conditions and Restrictions of the Glenbrook Village Homeowners' Association, Inc. including any additional property brought under the jurisdiction of the Association by annexation. For these purposes, 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, (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. The Declaration is incorporated into these Articles of Incorporation as if fully set forth;

(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 with the Declaration and consistent with ownership of commonly owned property, 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) 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 for the benefit of members of the Association;

(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 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 two-thirds (2/3) of each class of members have consented to such dedication, sale or transfer, and unless The Maryland-National Capital Park and Planning Commission ("M-NCPPC"), or its successor or assigns, has given its prior written approval, which approval shall not be unreasonably withheld or delayed;

(f) Participate in mergers and consolidations with other nonprofit 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 nonstock, nonprofit 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, although funds generated by the Association may be used to fund reserves for future repairs or improvements of the Association. 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

This Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant (with respect to any Lot for which the Declarant holds a Class B membership), and 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. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast by a Class A member with respect to any Lot.

Class B: The Class B member(s) shall be the Declarant (as that term is defined in the Declaration). Class B members 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 earliest:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, except when the provisions of Article II of the Declaration of Covenants permit additional land to be annexed, and such annexation may cause the total Class B votes to again exceed the total Class A votes, the Class B membership shall not be terminated under this paragraph; or

(ii) five (5) 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 on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid five (5) 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 Bylaws of the Association.

ARTICLE VII

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 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 VIII

RIGHT OF ENJOYMENT

Every Owner shall have a right and easement of enjoyment in and to the Common Area, including any private streets and parking lots and walkways included on the Common Area of the Property,

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 IX

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board consisting of an odd number of not less than three (3) nor more than seven (7) directors. The names and addresses of the original three (3) directors are listed below. Commencing with the first annual meeting of the Association, the Board shall consist of not fewer than three (3) nor more than seven (7) directors. The number of directors shall be determined by a vote of the members at the first annual meeting of the 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 Bylaws 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:

1. Stephan L. Porten
5515 Security Lane, Suite 550
Rockville, MD 20852
2. Nanci P. James
5515 Security Lane, Suite 550
Rockville, MD 20852
3. James Larry Galey
5515 Security Lane, Suite 550
Rockville, MD 20852

At the first annual meeting of the members, the members shall elect the Board of Directors and, if the Board consists of three (3) or five (5) Directors, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years and the term of office of the other Director or Directors shall be fixed for one (1) year. If the Board of Directors consists of seven (7) Directors, the term of office of

the two (2) Directors receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the two (2) Directors receiving the second or next greatest number of votes shall be fixed for two (2) years and the term of office of the other Directors shall be fixed for one (1) year, unless otherwise determined by a resolution of the members of the Association. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting of members, or at any subsequent annual meeting, resolve to fix the term for each Director elected at any such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first regular meeting.

ARTICLE X

DISSOLUTION

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 for dissolution and the disposition to be made of the assets (which shall be consonant with this ARTICLE X) shall be mailed to every member not less than ten (10) days nor more than thirty (30) days in advance of any action to be taken. Upon dissolution of the Association, other than that 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 the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI

DURATION

This Association shall exist perpetually.

ARTICLE XII

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XIII

VA AND FHA APPROVAL

As long as there is a Class B membership, and provided any Lot within the Property is encumbered by a Mortgage insured by the Federal Housing Administration, or guaranteed by the Veterans Administration, the following actions will require the prior approval of the Veterans Administration and the Federal Housing Administration: annexation of additional properties not in conformance with the Development Plan (as that term is defined in the Declaration) as approved by the Veterans Administration and the Federal Housing Administration, mergers and consolidations, mortgaging of the Common Area, dedication of the Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, J. Michael Conroy has signed, sealed and delivered these Articles of Incorporation as his own free act and deed on this 15th day of MARCH, 1998.

WITNESS

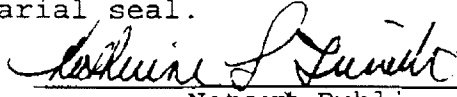
Gilbert J. Brown

J. Michael Conroy

STATE OF MARYLAND *
*
COUNTY OF MONTGOMERY *

On March 1, 1998, before me, a Notary Public in and for the above County and State, personally appeared J. Michael Conroy, and acknowledged that he signed the foregoing Articles of Incorporation for the purposes therein stated.

WITNESS my hand and notarial seal.



Notary Public

My Commission Expires: September 1, 2001
NOTARY PUBLIC STATE OF MARYLAND
KATHERINE L. TRIVELLI

KATHERINE L. TRIVELLI
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires September 1, 2001

DEPARTMENT OF ASSESSMENTS AND TAXATION

CHARTER DIVISION



PARRIS N. GLENDENING, GOVERNOR

RONALD W. WINEHOLT, DIRECTOR

PAUL B. ANDERSON, ADMINISTRATOR

DOCUMENT CODE

02 JMA

BUSINESS CODE

04

COUNTY

JY

P.A. Religious Close Stock Nonstock

Merging

(Transferor)

Surviving

(Transferee)

CODE AMOUNT FEE REMITTED

- 0 Expedited Fee
61 Rec. Fee (Arts. of Inc.)
70 Organ. & Capitalization
2 Rec. Fee (Amendment)
3 Rec. Fee (Merger, Consol.)
64 Rec. Fee (Transfer)
66 Rec. Fee (Revival)
1 Rec. Fee (Dissolution)
5 Special Fee
73 Certificate of Conveyance
21 Recordation Tax
72 State Transfer Tax
3 Local Transfer Tax
7 Change of P.O., R.A. or R.A.A.
31 Corp. Good Standing
400 Returns
1 Foreign Qualification
A Foreign Registration
51 Foreign Name Registration
53 Foreign Resolution
1 For. Supplemental Cert.
1 Penalty
50 Cert. of Qual. or Reg.
83 Cert. Limited Partnership
1 Amendment to Limited Partnership
3 Termination of Limited Partnership
80 For. Limited Partnership
84 Amend/Cancellation, For. Limited Part.
Limited Part. Good Standing
67 Cert. Limited Liability Partnership
68 LLP Amendment - Domestic
69 Foreign Limited Liability Partnership
LLP Amendment - Foreign
70 Art. of Organization (LLC)
98 LLC Amend, Diss, Continuation
97 LLC Cancellation.
1 Registration Foreign LLC
1 Foreign LLC Supplemental
92 LLC Good Standing (short)
13 Certified Copy
Other

(New Name)

- Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent Address
Resignation of Resident Agent
Designation of Resident Agent and Resident Agent's Address
Change of Business Code
Adoption of Assumed Name
Other Change(s)

CODE 155

ATTENTION:

Anna Campu Pene

MAIL TO ADDRESS:

NOTE:

TOTAL FEES

40

Credit Card

Check Cash

Documents on Checks

APPROVED BY:

[Signature]