

CORPORATE CHARTER APPROVAL SHEET

**** EXPEDITED SERVICE** ** KEEP WITH DOCUMENT ****

DOCUMENT CODE 02 BUSINESS CODE 04

Close _____ Stock _____ Nonstock /

P.A. _____ Religious _____

Merging (Transferor) _____

Surviving (Transferee) _____

Affix Barcode Label Here



1000362005579653

Affix Barcode Label Here

ID # D15510316 ACK # 1000362005579653

PAGES: 0007

GREENBELT STATION MASTER ASSOCIATION, I
NC.

10/17/2013 AT 10:13 A WO # 0004210841

New Name _____

FEES REMITTED

Base Fee: _____
Org. & Cap. Fee: 200
Expedite Fee: 50
Penalty: _____
State Recordation Tax: _____
State Transfer Tax: _____
Certified Copies _____
Copy Fee: _____
Certificates _____
Certificate of Status Fee: _____
Personal Property Filings: _____
Mail Processing Fee: _____
Other: _____

TOTAL FEES: 170

_____ 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)

Credit Card / Check _____ Cash _____

_____ Documents on _____ Checks

Approved By: 19

Keyed By: _____

COMMENT(S):

Code _____

Attention: _____

Mail: Name and Address

MCMILLAN METRO P. C.
STE 500TREVILLE RD.
1901 RESEARCH BLVD
ROCKVILLE MD 20850

Stamp Work Order and Customer Number HERE

CUST ID: 0002994261
WORK ORDER: 0004210841
DATE: 10-23-2013 05:55 PM
AMT. PAID: \$170.00

ARTICLES OF INCORPORATION
GREENBELT STATION MASTER ASSOCIATION, INC.

In compliance with the requirements of the Corporations and Associations Article, Title 2, *Annotated Code of Maryland* (2013), as amended from time to time, the undersigned, Donna M. McMillan, whose post office address is 1901 Research Boulevard, Suite 500, Rockville, Maryland 20850, being at least eighteen (18) years of age, has this day, by execution of these Articles, voluntarily declared herself 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 Association

The name of the Association is GREENBELT STATION MASTER ASSOCIATION, INC., a non-profit, non-stock Maryland corporation.

ARTICLE II
Principal Office

The post office address of the principal office of the Association is c/o Tidewater Management Company, Inc., 3706 Crondall Lane, Suite 105, Owings Mills, Maryland 21117.

ARTICLE III
Resident Agent

The name of its resident agent is Donna M. McMillan whose post office address is 1901 Research Boulevard, Suite 500, Rockville, Maryland 20850. 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, Dwelling Units and Common Area within the Property described in the Declaration (hereinafter defined), 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 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 Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions, Greenbelt Station Master Association, Inc., hereinafter called the "Declaration", applicable to the Property and recorded, or to be recorded, among the Land Records of Prince George's County, Maryland by NVR MS Cavalier Greenbelt, LLC, a Delaware limited liability company ("Declarant"), 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 and capitalized terms, if not defined herein, having the meaning ascribed to such terms in the Declaration;

(b) Fix, levy, collect and enforce payment by any lawful means of, all charges or assessments pursuant to the terms of the Declaration, and 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) 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) Borrow money, and, in accordance with the provisions of the Declaration, 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 Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association. No such dedication, sale or transfer shall be effective unless accomplished in accordance with the provisions of the Declaration;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall be accomplished in accordance with the provisions of the Declaration; and

(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**

The Declarant, the Builders and every person or entity who is a record owner of a fee or undivided fee interest of any Dwelling Unit, 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. Class A Membership shall

be appurtenant to and may not be separated from ownership of any Dwelling Unit which is subject to agreement by the Association or as otherwise provided for herein or in the Declaration.

ARTICLE III
Voting Rights

The Association shall have two (2) classes of voting membership.

Class A. With the exception of the Declarant until the lapse of the Class B membership as provided below, every person, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Dwelling Unit which is part of the Property, or which otherwise becomes subject to the covenants set forth in the Declaration, shall be a Class A Member of the Association; 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. When more than one (1) person holds an interest in any Dwelling Unit, all such persons shall be Members. The vote for such Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote by a Class A Member be cast with respect to any Dwelling Unit.

Subject to the limitations set forth in the By-Laws, any Owner who leases his Dwelling Unit may, in the lease or other written instrument, assign the voting right appurtenant to that Dwelling Unit to the lessee, provided that a copy of such instrument is furnished to the Association.

Class B. The Class B Member shall be the Declarant, and its respective nominee or nominees, and 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 in writing from the Declarant.

There shall initially be Four Hundred and Eighty-Three (483) Class B memberships. This number corresponds to the maximum number of Dwelling Units approved for the Greenbelt Station Subdivision when it is fully expanded. Each Class B member shall have the right to cast ten (10) votes for each Class B membership held by such member. The number of Class B memberships shall decrease by one (1) at the time a Dwelling Unit is conveyed to an owner other than the Declarant or a Builder. The number of Class B memberships shall be increased by one (1) for each Dwelling Unit over the initial Four Hundred and Eighty-Three (483) Dwelling Units for which Declarant receives approval from Prince George's County or the City of Greenbelt, as the case may be, hereafter for the Greenbelt Station Subdivision.

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

(i) when all of the Dwelling Units within the Greenbelt Station Subdivision have been acquired by Class A Members; or

(ii) twenty (20) years from the date of recordation of the Declaration; provided, however, that if the Declarant or Builder 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 twenty (20) year period shall be extended by a period of time equal to the length of the delays or an additional five (5) years, whichever is less; or

(iii) upon the surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

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

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 for in the Declaration or the By-Laws.

ARTICLE VIII **Right of Enjoyment**

Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Dwelling Unit, for purposes of ingress and egress to and from his Dwelling Unit.

ARTICLE IX **Board of Directors**

The affairs of this Association shall be managed by a Board initially consisting of three (3) Directors whose names are hereinafter listed. Until the first annual meeting of the Members of the Association to elect Directors, held at such time as required by law (the "Initial Member Meeting"), all three (3) Directors shall be appointed solely by and shall serve at the pleasure of the Declarant. Commencing with the Initial Member Meeting, the Board shall consist of not less than three (3) nor more than seven (7) Directors elected by the Class A and Class B Members, if any. The names of the persons who are to initially act in the capacity of Directors until the appointment or selection of their successors are:

Peter Freedman
Will Yakel, Jr.
Justin Frye

Prior to the Initial Member Meeting, any Director may be removed from the Board of Directors and replaced, at any time and with or without cause, solely by the Declarant, or by any successor specifically assigned this right by the Declarant in writing. The number, qualifications, powers, duties and tenure of the office of the Directors and the manner by which

Directors are to be chosen shall be as prescribed and set forth in the By-Laws of the Association. Officers of the Association shall be elected and shall serve as provided for in said By-Laws.

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. 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 X), shall be mailed to every Member not less than ten (10) days nor more than sixty (60) days in advance of any action to be taken or as otherwise provided by law. 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 XI
Duration

This Association shall exist perpetually.

ARTICLE XII
Amendments

Amendment of these Articles shall require the assent and the written consent of a majority of the membership present at a meeting held for that purpose at which a quorum is present and the Declarant during the Declarant Control Period. Notwithstanding the foregoing, these Articles may be amended by the Declarant without the vote of the Members at any time prior to the lapse of Class B membership.

The foregoing notwithstanding, in the event that any amendment of these Articles affects the rights or obligations of any Builder, the consent of such Builder shall be required to any such amendment. In that event, the Builder shall not unreasonably withhold or condition its consent and such consent shall be deemed given if the Builder fails to respond with its objection within ten (10) business days of the receipt from Declarant of the proposed amendment and request for Builder's consent.

ARTICLE XIII

DIRECTOR AND OFFICER LIABILITY

No Director or officer of the Association shall be liable to the Association or to its Members for monetary damages except (1) to the extent that it is proved that such Director or officer actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received, or (2) to the extent that a judgment or other final adjudication adverse to such Director or officer is entered in a proceeding based on a finding in the proceeding that such Director's or officer's action, or

failure to act, was (a) the result of active and deliberate dishonesty, or (b) intentionally wrongful, willful or malicious and, in each such case, was material to the cause of action adjudicated in the proceeding.

ARTICLE XIV

DEFINITIONS

Unless it is plainly evident from the context that a different meaning is intended, all capitalized terms used herein and not otherwise defined shall have the same meaning as they are defined to have in the Declaration.

IN WITNESS WHEREOF, Donna M. McMillan has signed, sealed and delivered these Articles of Incorporation as her own free act and deed on this 17th day of October, 2013.

 (SEAL)
Donna M. McMillan

I HEREBY CONSENT TO ACT AS RESIDENT AGENT IN MARYLAND FOR THE ENTITY NAMED HEREIN.


Donna M. McMillan

CUST ID: 0002994261
WORK ORDER: 0004210841
DATE: 10-23-2013 05:55 PM
AMT. PAID: \$170.00