

SKYLARK RIDGE TOWNHOUSE ASSOCIATION, INC.

ARTICLES OF INCORPORATION

THESE ARTICLES OF INCORPORATION, are made this 9th day of October, 2003, in compliance with the requirements of Title 2 of the Corporations and Associations Article of the *Annotated Code of Maryland*, by the undersigned, Pamela B. Sorota, an individual being at least eighteen (18) years of age, who 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 who does hereby certify:

**ARTICLE 1.
NAME OF CORPORATION**

The name of the corporation is **SKYLARK RIDGE TOWNHOUSE ASSOCIATION, INC.**, hereinafter called the "Association".

**ARTICLE 2.
PRINCIPAL OFFICE**

The post office address of the principal office of the Association is c/o Troutman Company, 9030 Red Branch Road, Suite 100, Columbia, Maryland 21045.

**ARTICLE 3.
RESIDENT AGENT**

The name of its resident agent is Pamela B. Sorota, whose post office address is 5100 Dorsey Hall Drive, Ellicott City, Maryland 21042.

**ARTICLE 4.
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 and assure the maintenance, preservation and architectural control of the Residential Lots and Open Space Lots within the Property as defined in that certain document entitled "Skylark Ridge - Declaration of Covenants, Easements, Charges and Liens" made by Skylark Ridge, LLLP, a

Maryland limited liability limited partnership and Beazer Homes Corp., a Tennessee corporation, to be hereafter recorded among the Land Records of Howard County, Maryland (the "Declaration"), 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:

- i. exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the Property and recorded or to be recorded among the Land Records of Howard 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;
- ii. 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;
- iii. 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;
- iv. dedicate, sell or transfer all or any part of the Open Space Lots to Howard County or 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 or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the Members and fifty-one percent (51%) of the Eligible Mortgage Holders agreeing to such dedication, sale or transfer, and unless Howard County, Maryland has given its prior written approval thereof, which approval shall not be unreasonably delayed or denied.
- v. To do and perform any and all acts and things which a nonstock corporation organized and existing under the general laws of the State of Maryland is empowered to do, without limitation or restriction of any kind.
- vi. To 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 have the assent of two-thirds (2/3) of the Members, unless the Declaration or Bylaws provide otherwise.

ARTICLE 5. **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 6. **MEMBERSHIP**

The Association shall consist of and be limited to all of the Owners, as that term is defined by the provisions of the Declaration. The Association's membership shall be divided into such classes of membership as are prescribed by the provisions of the Declaration, each of which classes shall exist during such times, and the respective members of which shall have such rights, as are set forth therein. An Owner's membership in the Association shall be appurtenant to his Lot, and may not be separated from his ownership thereof.

Any Owner who leases his Residential Lot may, in the lease or other written instrument, assign the voting right appurtenant to that Residential Lot to the lessee, provided that a copy of such instrument is furnished to the Association.

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, the Bylaws of the Association or the Declaration.

Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE 7. **RIGHT OF ENJOYMENT**

Every Owner shall have a right and easement of enjoyment in and to the Open Space Lots, including an easement for the use and enjoyment of the private roadways, if any, included within the Property, which rights and easements shall be appurtenant to and shall pass with the title to every Residential Lot, for purposes of ingress and egress to and from his Residential Lot.

ARTICLE 8.
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. The Board shall exercise all of the Association's powers, except for those, if any conferred upon or reserved to the Association's Members by law, or by the provisions of these Articles of Incorporation, the Association's by-laws, or the Declaration, as from time to time amended. Commencing with the first annual meeting of the Association, the Board shall consist of an uneven number of not less than three (3) nor more than five (5) directors. The names and addresses of the persons who are to initially act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Diane M. Howard	c/o Troutman Company, 9030 Red Branch Road, Suite 100, Columbia, Maryland 21045
Joseph Fortino	c/o Beazer Homes Corp., 8965 Guilford Road, Suite 290, Columbia,, Maryland 21045
Daniel Gregory	c/o Beazer Homes Corp., 8965 Guilford Road, Suite 290, Columbia,, Maryland 21045

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 Bylaws of the Association. Officers of the Association shall be elected and shall serve as provided for in said Bylaws.

ARTICLE 9.
DISSOLUTION

The Association may be dissolved only in accordance with the provisions of Section 5-208 of the Corporations and Associations Article of the Annotated Code of Maryland, and shall require the assent given in writing and signed by not less than two-thirds (2/3) of the Members of each class of membership, and the written approval of Howard County, Maryland. 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 9), 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 the purpose of managing and maintaining open space.

ARTICLE 10. DURATION

This Association shall exist perpetually.

ARTICLE 11. AMENDMENTS

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

ARTICLE 12. LIABILITY

No director or officer of the Association shall be liable to the Association or to its Members for money damages except (i) 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 (ii) 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 the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding.

Subject to the restrictions and limitations contained herein, the Association may enter into contracts and transactions with any Director or with any corporation, partnership, trust or association of which any Director is a stockholder, director, officer, partner, member, owner, trustee, beneficiary, employee or in which any Director is otherwise interested; and such contract or transaction shall not be invalidated or in any way affected by the fact that such Director has or may have an interest therein which is or might be adverse to the interest of the Association or any Member of the Association; provided that the fact of such interest shall be disclosed or known to the other Directors acting upon such contract or transaction; and such Director may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Association which shall authorize any such contract or transaction and may vote thereat to authorize any such contract or transaction with like force and effect as if he were not so interested. No Director having such disclosed or known adverse interest shall be liable to the Association or any creditor thereof or any other person having any loss incurred by the Association under or by reason of any such contract or transaction, nor shall any such Director be accountable for any gains or profits realized therefrom.

Any person who is serving or has served as a Director or Officer of the Association shall be indemnified, in accordance with the laws of Maryland, from and against any expenses actually and necessarily incurred by him in connection with the defense of any action, claim, counterclaim or proceeding in which he is made a party by reason of being or having been a Director or Officer of the Association.

Unless it is plainly evident from the context that a different meaning is intended, all terms used herein shall have the same meaning as they are defined to have in the Declaration.

IN WITNESS WHEREOF, the undersigned has signed, sealed and delivered these Articles of Incorporation as her own free act and deed on this 9th day of October, 2003.

Pamela B. Sorota (SEAL)
Pamela B. Sorota

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