

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
RAINCLIFFE COMMUNITY ASSOCIATION, INC.

The undersigned subscriber, Rachel M. Hess, whose post office address is 400 Redland Court, Suite 212, Owings Mills, Maryland 21117, being at least eighteen (18) years of age, does hereby act as incorporator with the intention of forming a corporation under and by virtue of the General Laws of the State of Maryland, and for such purpose hereby makes, executes, and adopts the following Amended and Restated Articles of Incorporation ("Articles"):

FIRST: The name of this corporation (hereinafter "Corporation") shall be:

RAINCLIFFE COMMUNITY ASSOCIATION, INC.

SECOND: The address of the principal place of business of this Corporation shall be located at: 11175 Stratfield Court, Marriottsville, Maryland 21104.

THIRD: The resident agent of this Corporation shall be Rachel M. Hess, whose address is 400 Redland Court, Suite 212, Owings Mills, Maryland 21117. Said resident agent is a citizen and actual resident of the State of Maryland.

FOURTH: The purposes for which the Corporation is formed are as follows:

To organize and operate a real estate management association exclusively to provide for the acquisition, construction, management, maintenance, care and preservation of the open spaces, common areas and facilities within those certain tracts of property described in paragraph (a) of this Article Fourth, and to promote the recreation, health, safety and welfare of the residents within the said described property, and any addition thereto as may hereafter be brought within the jurisdiction of this Corporation, no part of the net earnings of which is to inure to the benefit of, or be distributable to, any director, officer, or Member of the Corporation, or any other individual, so that no pecuniary gain or profit to the Members thereof is contemplated, and for such general purposes, and limited to those purposes, the Corporation shall have the following powers:

(a) To acquire, own, hold, preserve, develop, improve, build upon, manage, operate and maintain open space tracts or areas and common or recreational areas, property, facilities and real estate, whether fee simple or leasehold, and whether improved or unimproved, all designed for the common use, benefit, enjoyment, recreation, health, safety and welfare of the record owner or owners of each Lot now or hereafter laid out or established within that parcel of land located in the Carroll County, Maryland, as shown on the plat entitled, "3RD AMENDED PLAT OF RAINCLIFFE CENTER", and recorded or intended to be recorded among the Land Records of Carroll County (the "County"), Maryland, as amended from time to time.

As of the date hereof, the aforesaid parcel includes those residential Lots, roadways, open spaces and Common Areas as more particularly described in Exhibit A to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions Raincliffe, hereinafter called the

"Declaration," made by Raincliffe Properties, LLC, and recorded or intended to be recorded among the Land Records of the County, as the same may hereafter from time to time be amended, or extended to any additional properties, said Declaration, made a part hereof, by reference thereto, as fully, and to the same extent as though incorporated herein, being applicable to the Community (as hereinafter defined) and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation. The aforesaid Lots, open spaces and Common Areas are hereinabove and hereinafter referred to as the "Community." Any capitalized terms used herein, unless stated otherwise, shall have the meanings ascribed to them in the Declaration.

(b) To exercise all the powers, rights and privileges and to perform all the duties and obligations of the Corporation, as the same are set forth in the Declaration.

(c) To establish, fix, make, impose, levy, collect and enforce payment of, by any lawful means all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and 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 property of the Corporation.

(d) To purchase, lease, option, or otherwise acquire, own, hold, preserve, develop, improve, build upon, manage, operate, maintain, convey, sell, exchange, rent, lease, dedicate for public use, or in any manner transfer or dispose of any real or personal property in connection with the affairs of the Corporation.

(e) To borrow or to raise money for any of the purposes of the Corporation, and to issue bonds, debentures, notes, or other obligations of any nature, and in any manner permitted by law, for money so borrowed or in payment for property purchased, or for any other lawful consideration, and, upon authorization of two-thirds (2/3) of the Class A Members in the Corporation (except the Declarant if the Declarant is a Class A Member) to secure the payment of the money borrowed and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Corporation.

(f) To dedicate, sell or otherwise transfer all or any part of the common areas, property and facilities of the Corporation to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the Members, provided, however, that no such dedication, sale or transfer shall be effective unless approved in writing by two-thirds (2/3) of the Class A Members in the Corporation (except the Declarant if the Declarant is a Class A Member) agreeing to such dedication, sale or transfer.

(g) To participate in mergers and consolidations with other nonprofit organizations, organized for the same purpose, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the Members of each class of the membership in the Corporation, voting separately thereon.

(h) To annex to the Community, at any time, and from time to time, other and additional residential property, open space and Common Areas, provided that any annexation of such other additional residential property, open space and Common Areas shall have the assent of two-thirds (2/3) of each Class of Members of the Corporation, voting separately thereon;

subject, however, to the right of Declarant to annex additional property as described in the Declaration.

(i) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Maryland by law may now or hereafter have or exercise.

The Corporation is formed under the articles, conditions and provisions expressed herein and in the general laws of this State. In no event, however, shall the Corporation: (i) carry on any propaganda or otherwise attempt to influence any legislation or any public administrative action; (ii) participate or intervene in any political campaign on behalf of any candidate for public office, by any means, including the publication or distribution of any statement for or against any candidate; (iii) carry on any activity not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c)(3) or 528 of the Internal Revenue Code of 1986, as amended to date, or corresponding provision of any future United States Internal Revenue law; or (iv) invest in or use any property in such a manner as to jeopardize the exemption of the Corporation from taxation under the aforesaid Section 501(c)(3) or 528 of the Internal Revenue Code of 1986, as now in force or hereafter amended.

FIFTH: The Corporation is not authorized to issue any capital stock. Each record owner, as hereinafter defined, of a Lot now or hereafter laid out or established in the Community, or in any part of such additional property that may be brought within the jurisdiction of the Corporation shall be a Member of the Corporation. Each Member shall be designated either a Class A Member or a Class B Member. A description of each class of membership, with the voting rights and powers of each class, is as follows:

(a) Class A Member: Except for the Declarant, who shall initially be a Class B Member, a Class A Member shall be a record owner holding title to one or more Lots laid out in the Community, or in any part of such additional property that may be brought within the jurisdiction of the Corporation. Each Class A Member shall be entitled to one (1) vote per Lot, for each such Lot owned by such Member, in all proceedings in which action shall be taken by Members of the Corporation.

(b) Class B Member: The Class B Member shall be the Declarant. The Class B Member shall be entitled to ten (10) votes per Lot, for each such Lot owned by such Member, in all proceedings in which the action shall be taken by Members of the Corporation.

(c) Conversion: The Class B membership shall be converted to a Class A membership upon the earlier to occur of (i) December 31, 2020; (ii) at such time as the total number of votes entitled to be cast by Class A Members of the Corporation equals or exceeds the total number of votes entitled to be cast by the Class B Members of the Corporation; or (iii) surrender of the Class B membership by the then Class B Members on the books of the Corporation. After such conversion, if additional property is made subject to the Declaration then the Class B Members shall be reinstated until December 31, 2025, or such earlier time as the total number of votes entitled to be cast by Class A Members again equals or exceeds the total number of votes entitled to be cast by the Class B Members. The Declarant shall thereafter remain a Class A Member of the Corporation as to each and every Lot from time to time subject

to the terms and provisions of this Declaration in which the Declarant then holds the interest otherwise required for Class A membership.

The term "Record Owner," as used in these Articles, means and includes the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the record title to a Lot in the Community or located on any part of such additional property that may be brought within the jurisdiction of the Corporation and subjected by covenants of record to a lien for charges and assessments levied by the Corporation, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entireties, or tenancy in co-partnership, if the Lot is held in such real property tenancy or partnership relationship.

If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one Lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single Record Owner and shall be or become a single Member of the Corporation by virtue of ownership of such Lot. The term "Record Owner," however, shall not include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, nor shall it include any mortgagee, trustee or other grantee named in any mortgage, deed of trust or other security instrument covering any Lot, designed solely for the purpose of securing performance of an obligation or payment of a debt. Membership in the Corporation shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation. Conversely, every Owner of a Lot which is subject to assessment by the Corporation shall become and be a Member of the Corporation.

If any single membership in the Corporation is comprised of two (2) or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, then each constituent may cast such portion of the vote of the Member as shall equal his, her or its proportionate interest in the Lot or Lots held by said Member, provided, however, that if only one (1) votes, he, she or it may cast the entire vote of the Member and such act shall bind all.

SIXTH: The affairs of the Corporation initially shall be managed by a Board of Directors consisting of one (1) or more members, which number may be increased by Declarant from time to time, provided, however, following the time the Declarant may solely appoint the Directors, the Board shall never be less than three (3) nor more than five (5) persons. During the Development Period (or until their successors are duly chosen and qualified), the names of the initial directors shall be Robert A. Scranton, Frank E. Potepan, III and Pamela A. Walter. Declarant shall have the sole right to appoint all of the members of the Board of Directors until the earlier of: (a) the time prescribed by applicable law requiring transition of the Board of Directors; or (b) upon Declarant, in its sole and absolute discretion, relinquishing its right to appoint directors, and in either of such events, new directors shall be elected at the next annual meeting of Members. No director need be a Member of the Corporation.

After the time Declarant solely appoints directors as described in Section 1 of Article IV of the By-Laws, Members shall elect directors on a staggered term basis in accordance with Section 2 of Article IV of the By-Laws.

SEVENTH: The duration of the Corporation shall be perpetual. The Corporation, however, may be dissolved under and in accordance with the laws of the State of Maryland, provided such dissolution first be authorized, in writing, signed by not less than two-thirds (2/3) of the Members of the Corporation, or, if there be more than one class of Members, then by not less than two thirds (2/3) of each class of Members of the Corporation, computed separately. Upon any dissolution of the Corporation, after discharge of all corporate liabilities, the Board of Directors shall dispose of all assets of the Corporation, by dedication thereof to any appropriate public agency to be used for purposes similar to those for which the Corporation was formed. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned, if practicable, to any nonprofit corporation, association, trust or other organization as shall at the time qualify as an organization or organizations exempt from taxation under Sections 501(c) or 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law, as the Board of Directors may determine, preferably to a semi-public agency, to be used in furthering, facilitating or effectuating purposes similar to those for which the Corporation was formed.

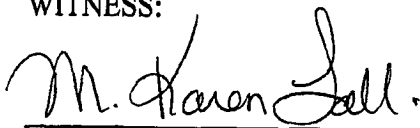
EIGHTH: Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership; subject, however, to the right of Declarant to modify these Articles as described in the Declaration.


NINTH: No director or officer of the Corporation shall be liable to the Corporation or to its Members for money damages except (a) 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 (b) 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 (i) the result of active and deliberate dishonesty or (ii) intentionally wrongful, willful or malicious and, in each such case, was material to the cause of action adjudicated in the proceeding.

TENTH: Each officer and director of the Corporation, in consideration of his or her services, shall be indemnified by the Corporation to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a director or officer of the Corporation. The foregoing right to indemnification shall be exclusive of any other rights to which the director or officer or person may be entitled by law or agreement or vote of the Members or otherwise.

IN WITNESS WHEREOF, I have signed these Amended and Restated Articles and acknowledged the same to be my act on this 26th day of October, 2010, and consent to serve as Resident Agent of the Corporation.

WITNESS:


M. Karen Sell


Rachel M. Hess

CUST ID:0002498917
WORK ORDER:0003715497
DATE:10-26-2010 03:32 PM
AMT. PAID:\$155.00

CORPORATE CHARTER APPROVAL SHEET

EXPEDITED SERVICE

** KEEP WITH DOCUMENT **

DOCUMENT CODE 10 BUSINESS CODE 04
 # D 13616206
 Close _____ Stock _____ Nonstock
 P.A. _____ Religious _____
 Merging (Transferor) _____



Affix Revenue Label Here
 ID # D13616206 ACK # 1000362000756389
 PAGES: 0006
 RAINCLIFFE COMMUNITY ASSOCIATION, INC.

MAIL BACK

10/26/2010 AT 03:30 P WO # 0003715497

Surviving (Transferee) _____

New Name _____

FEES REMITTED

Base Fee: 100
 Org. & Cap. Fee: _____
 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: 5
 Other: _____
 TOTAL FEES: 155

_____ 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 _____

Code _____

_____ Documents on _____ Checks

Attention: _____

Approved By: [Signature]

Mail: Name and Address
Winegrad Hess Friedman & Levtell
400 Redland Ct
Suite #212
Owings Mills, MD 21117

Keyed By: [Signature]

COMMENT(S): W.I.

Stamp Work Order and Customer Number HERE

CUST ID: 0002498917
 WORK ORDER: 0003715497
 DATE: 10-26-2010 03:32 PM
 AMT. PAID: \$155.00