

ARTICLES OF INCORPORATION
OF
WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION, INC.

THIS IS TO CERTIFY:

FIRST: That I, the incorporator, Jack Alfandre, Jr., whose post office address is 932 Hungerford Drive, Suite 212, Rockville, Maryland 20850, being at least twenty-one years of age, do under and by virtue of the general laws of the State of Maryland, authorizing the formation of corporations, hereby form a corporation by the execution and filing of these Articles.

SECOND: That the name of the nonprofit corporation (which is hereafter called the "Corporation") is:
WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION, INC.

THIRD: The purposes for which the Corporation is formed are as follows: To organize and operate an association exclusively for recreational, educational, charitable, and welfare purposes, no part of the net earnings of which is to inure to the benefit of any member or other individual.

For the general purposes aforesaid and limited to those purposes, the Corporation (hereinafter sometimes referred to as the "Association") shall have the following powers and purposes:

(a) To promote the health, safety and welfare of its members within that portion of the subdivision located in Montgomery County, Maryland, known and identified as Washingtonian Woods and which may include Washingtonian Woods Condominium, (hereinafter referred to as the "Property"), as recorded, or will be recorded in the Land Records of Montgomery County, Maryland, and which will be subject to the Declaration of Covenants, Easements, and Restrictions (hereinafter referred to as the "Declaration") to be recorded among the said Land Records giving this Association authority to fix assessments and charges thereon and to maintain and control certain parcels of land to be conveyed to this Association, and for the aforesaid purposes to have the following powers:

(b) To own, acquire, build, operate and maintain sidewalks and pedestrian access areas, recreational spaces and facilities, playgrounds, easement areas, parking areas, swimming areas, commons, buildings, structures, personal properties and other lands, property and interests in properties and to provide such facilities and services in connection therewith as may be deemed desirable and in conformance with the purposes of the Corporation.

(c) To fix assessments or charges to be levied against the lots, dwelling units, owners, members, and residents of the portion of said property covered by the said Declaration of Covenants, Easements, and Restrictions.

(d) To exercise all of the powers and privileges and to perform all of the duties and obligations that this Association has set forth in the said certain Declaration of Covenants, Easements, and Restrictions to be recorded by National Partnership, as Declarant, among the Land Records of Montgomery County, Maryland, applicable to the said property and common areas referred to therein and as the same may be amended from time to time as therein provided.

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STATE OF MARYLAND	
100	is a true and complete copy of the
	of this office. FILED:
	STATE DEPARTMENT OF REVENUE AND TREASURY
BY:	<i>[Signature]</i>
This stamp replaces our previous certification system. Effective: 12/84	

(e) To pay any taxes on the properties owned by this Corporation.

(f) To borrow money, and with the assent of two-thirds of each class of members, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred. No part of the Common Area shall be mortgaged, pledged or hypothecated except with the prior approval in writing of the The Maryland-National Capital Park and Planning Commission or any agency which may be the successor thereto, or upon dissolution of said agency, any other appropriate agency, designated by proper authority for such purpose, of Montgomery County, Maryland, if required by said Agency, and except with the prior approval in writing of the Federal Housing Administration ("FHA"), the Veterans Administration ("VA"), the U.S. Department of Housing and Urban Development ("HUD") respectively, if required by said Agencies.

(g) To sell or transfer all or any part of the Common Area, as defined in the aforesaid Declaration, owned by the Association 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, sale or transfer shall be effective unless an instrument has been signed by two-thirds of each class of members, agreeing to the same. No such dedication, sale or transfer shall be made except with the prior approval in writing of the The Maryland-National Capital Park and Planning Commission or any agency which may be the successor thereto, or upon dissolution of said agency, any other appropriate agency, designated by proper authority for such purpose, of Montgomery County, Maryland, if required by said Agency, and with the prior approval in writing of FHA, VA, or HUD, if required by said Agencies.

(h) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided any such merger or consolidation shall have the assent of two-thirds of each class of members, and have the prior written approval of the The Maryland-National Capital Park and Planning Commission or any agency which may be the successor thereto, or upon dissolution of said agency, any other appropriate agency, designated by proper authority for such purpose, of Montgomery County, Maryland, if required by said Agency, and with the prior written approval of FHA, VA, or HUD, if required by said Agencies.

(i) To do all things insofar as may be permitted by law as in the opinion of the Board of Directors will promote the common benefit and enjoyment of said residents in said areas of said subdivision.

(j) The Corporation shall be authorized to exercise and enjoy all the powers, rights, and privileges granted to or conferred upon corporations of a similar character by the General Laws of the State of Maryland now or hereinafter in effect, and the enumeration of the foregoing powers shall not be deemed to exclude powers, rights and privileges so granted or conferred.

(k) To make and establish rules and regulations for governance of the Property.

FOURTH: The post office address of the principal office of the Corporation in this state is 932 Hungerford Drive, Suite 315, Rockville, Maryland 20850. The resident

agent of the Corporation is Jack Alfandre, Jr., whose post office address is 932 Hungerford Drive, Suite 318, Rockville, Maryland 20850. Said resident agent is a citizen and actual resident of the State of Maryland.

FIFTH: This Corporation is not authorized to issue capital stock.

SIXTH: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot included in the property, as said term "Lot" is defined in said Declaration, which is subject by covenants of record to assessment by this Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

SEVENTH: The Association shall have two classes of voting membership.

Class A. Class A members shall be all of said owners qualifying for membership as aforesaid, with the exception of the Declarant of said Declaration of Covenants, Easements, and Restrictions, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members and the vote for each such lot shall be exercised as such multiple owners of a lot shall among themselves determine. In no event shall more than one vote be cast with respect to each lot. In the event that multiple owners of any lot have not designated in writing to the Corporation which one of them shall be entitled to cast the vote, the person who is first named on the deed into them of such lot shall be deemed to have the right to cast the vote. Members entitled to vote may, by written proxy filed with the Association, designate any other person to cast their vote.

Class B. The Class B member shall be the said Declarant (as defined in said Declaration), and shall be entitled to three votes for each lot owned. The votes of the Class B member shall be cast by such person as the Declarant shall in writing designate. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) on December 31, 1995.

EIGHTH: The Corporation shall have the right to impose a lien in accordance with the terms of said Declaration on the property owned by the Class A Members which is covered by said Declaration in order to secure payment of any sums which shall be due or become due from Class A Members to the Corporation for any of the reasons set forth in said Declaration.

NINTH: In the event any Class A Member sells, assigns, or otherwise transfers or records the fee interest in any lot in which he holds the interest required for Class A membership, such member shall, at the same time, assign the Class A membership appurtenant to said lot to the transferee of the lot and deliver it to him for transfer on the books of the

Corporation. The foregoing requirement shall not pertain in the event a lot is transferred as aforesaid merely as security for the performance of an obligation.

— Except as provided in this Article, Class A membership shall not be transferable.

TENTH: The Corporation shall have initially three (3) directors, and Jack Alfandre, Jr., Steven L. Lehling and Charles L. Wilson shall act as such until the first annual meeting of the members or until their successors are duly elected. At the first annual meeting of the members of the Corporation, five directors shall be elected, one of them for a term of one year, two for a term of two years, and two for a term of three years. At each annual meeting of the members thereafter, directors shall be elected for the vacancies or vacancy then occurring for a term of three years. All Directors need not be members of the Corporation. The members of this Corporation reserve the right to amend the By-Laws of the Corporation, to increase and decrease the number of members of the Board of Directors, but in no case shall said number be less than five, except for the initial Board of Directors.

FIFTEENTH: The Corporation shall indemnify every Officer and Director of the Corporation against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit or proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Corporation) to which he may be made a party by reason of being or having been an Officer or Director of the Corporation whether or not such person is an Officer or Director at the time such expenses are incurred. The Officers and Directors of the Corporation shall not be liable to the members of the Corporation for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation and the Corporation shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer or Director of the Corporation, or former Officer or Director of the Corporation, may be entitled.

The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Corporation and the property. No contract or other transaction between the Corporation and one or more of its Directors or between the Corporation and any other corporation, firm or association (including the Declarant) in which one or more of the Directors of the Corporation are Directors or Officers, or are pecuniarily or otherwise interested, is either void or voidable solely because of the common directorship or interest; or because of the presence of such Director or Directors at the meeting of the Board of Directors or any committee thereof which authorizes, approves or ratifies the contract or transaction; or because such Directors' votes are counted for such purpose, provided that the fact of the common directorship or interest is disclosed or known to the Board of Directors or the Committee, and the Board or Committee authorizes, approves, or ratifies the contract or transaction by the affirmative vote

of a majority of disinterested Directors, even if the disinterested Directors constitute less than a quorum. The contract or transaction must be fair and reasonable to the Corporation.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or Committee thereof which authorizes, approves or ratifies any contract or transaction and may vote thereat to authorize any contract or transaction as if said Director was not such Director or officer of such other corporation, or not so interested.

TWELFTH: (a) Subject to the limitations hereinafter provided for, this Corporation reserves the right to amend, alter or repeal any provision contained in these Articles in the manner now or hereafter prescribed by statute for the amendment of Articles of Incorporation. Any other provision of these Articles of Incorporation to the contrary notwithstanding, neither the members, the Board of Directors nor the Corporation shall, by act or omission, take any of the following actions without the prior written consent and approval of the holders of all first mortgages of record on the lots, The Maryland-National Capital Park and Planning Commission, if required by said Agency, and FRA, VA, or HUD, if required by said Agencies:

(i) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Corporation shall not be considered a transfer within the meaning of this Section; or

(ii) abandon or terminate the Declaration; or

(iii) modify or amend any material or substantive provision of these Articles of Incorporation, the Declaration, or the By-Laws of the Corporation; or

(iv) substantially modify the method of determining and collecting assessments as provided in the Declaration.

(b) Provided that if any lot in the project is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration and, provided further, that there are then Class B memberships of the Corporation outstanding, neither the members, the Board of Directors nor the Corporation shall, by act or omission, take any of the following actions without the prior written consent and approval of the FPA, VA, or HUD, if required by said Agencies:

(i) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Corporation shall not be considered a transfer within the meaning of this Section; or

(ii) abandon or terminate the Declaration; or

(iii) modify or amend any provision of these Articles of Incorporation, ~~the~~ Declaration or the By-Laws of the Corporation.

THIRTEENTH: These Articles of Incorporation may be amended only upon the assent of seventy-five percent (75%) of the total votes of all classes of members and then only with the consent in writing of the The Maryland-National Capital Park and Planning Commission, if required by said Agency, and with the consent in writing of FPA, VA, or HUD, if required by said Agencies.

FOURTEENTH: The Corporation may be dissolved with the assent given in writing and signed by not less than two-thirds of each class of members, and then only with the assent of the The Maryland-National Capital Park and Planning Commission, if required by said Agency, and FPA, VA, or HUD, if required by said Agencies. Prior to any dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be first offered to be dedicated to the Maryland-National Capital Park and Planning Commission. In the event that such dedication is refused acceptance, each asset shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes similar to those herein set forth.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation on the 10th day of February, 1986.

Ruthie Silver
Witness

Jack Alfandre, Jr.
Jack Alfandre, Jr.

STATE OF MARYLAND)
) ss.
COUNTY OF Montgomery)

BE IT REMEMBERED, that on this 10th day of February, 1986, personally appeared before me, a Notary Public in and for the State and County aforesaid, JACK ALFANDRE, JR., party to the foregoing Articles of Incorporation, known personally to me as such, and I having first made known to him the contents of said Articles of Incorporation, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed, and he acknowledged the facts herein stated to be true as set forth.

GIVEN under my hand the year and day first above written.

Ruthie Silver
Notary Public, Maryland

My Commission Expires: 7/1/86

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AMENDMENT OF THE ARTICLES OF INCORPORATION
WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT OF THE ARTICLES OF INCORPORATION OF WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION, INC. (the "Amendment") is entered into this 28th day of September, 1988, by NATIONAL PARTNERSHIP, a Maryland general partnership, CENTEX REAL ESTATE CORPORATION, a Nevada corporation, CENTEX HOMES CORPORATION, a Nevada corporation, CHRISTOPHER PROPERTIES, L.P., a Virginia limited partnership, JOSEPH ALFANDRE HOMES LIMITED PARTNERSHIP, a Maryland limited partnership, and NATIONAL GOLF COURSE APARTMENTS LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to collectively as the "Owners") and WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION, INC., a Maryland corporation.

WHEREAS, the Articles of Incorporation for Washingtonian Woods Homeowners Association, Inc., a Maryland corporation (the "Corporation" and also sometimes referred to herein as the "Association"), were filed with the Maryland State Department of Assessments and Taxation on March 6, 1986; and

WHEREAS, the Thirteenth Article of the Articles of Incorporation provides that such Articles of Incorporation may be amended pursuant to the assent of seventy-five percent (75%) of the total votes of all classes of members and with the written consent of the Maryland-National Capital Park and Planning Commission (the "Commission"), if required by said Commission, and with the written consent of the Federal Housing Administration, the Veterans Administration or the United States Department of Housing and Urban Development, if required by such agencies; and

WHEREAS, the assent of the Owners, who own not less than seventy-five percent (75%) of the votes of all classes of membership in the Corporation has been obtained pursuant to this Amendment; and the Maryland-National Capital Park and Planning Commission has stated that its consent with respect to the terms of this Amendment is not required; and

WHEREAS, the Board of Directors of the Corporation and all the members of the Corporation have authorized and approved the terms of this Amendment.

NOW, THEREFORE, in consideration of the foregoing, the Articles of Incorporation for the Association are hereby amended as follows:

A. The reference in the Third Article, subparagraph (a) of the Articles of Incorporation to "Declaration of Covenants, Easements and Restrictions" is hereby amended to provide "Declaration of Covenants, Conditions and Restrictions."

B. Subparagraph (d) of the Third Article of the Articles of Incorporation is hereby deleted in its entirety and the following substituted in lieu thereof:

"To exercise all of the powers and privileges and to perform all of the duties and obligations that this Association has as set forth in the Declaration recorded, or to be recorded, among the Land Records of Montgomery County, Maryland, applicable to the property referred to therein as the same may be amended from time to time."

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12/2/88 9:59

STATE OF MARYLAND.
I hereby certify that this is a true and complete copy of the page document on file in this office. DATE: 12/2/88
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

C. The Fourth Article is hereby amended by deleting the reference to "932 Hunderford Drive, Suite 318, Rockville, Maryland 20850" and substituting in lieu thereof "15850 Crabbs Branch Way, Suite 200, Rockville, Maryland 20855."

D. The Seventh Article of the Articles of Incorporation is hereby deleted in its entirety and the following substituted in lieu thereof:

" Voting Rights. The Association shall have two (2) classes of voting membership;

Class A. With the exception of the Declarant (as defined in the Declaration), every person, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Lot which is part of the premises described in Article II of the Declaration, or which otherwise becomes subject to the covenants set forth in the Declaration to assessments by the Association, 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 Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine in writing and notify the Association, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event that multiple owners of any Lot have not designated in writing to the Association which one of them shall be entitled to cast the vote for such Lot, the person who is first named on the deed into them of such Lot shall be deemed to have the right to cast such vote. Members entitled to vote may, by written proxy filed with the Association, designate any other to cast their vote.

Class B. The Class B member shall be the Declarant and any successor, assign or nominee of the Declarant to whom the Declarant assigns any Class B membership pursuant to an instrument in writing. The Class B member shall be entitled to one thousand seven hundred nineteen (1,719) Class B memberships. The Declarant shall be entitled to one (1) vote for each Class B membership. Upon the conveyance of any Lot to any Class A member, other than a Builder (as defined in the Declaration), three (3) Class B memberships shall lapse and become null and void. The votes of the Class B member shall be cast by such person as the Declarant shall in writing designate. Each Class B membership shall lapse and become a nullity on the first to happen of the following events:

(i) thirty (30) days after the date the total authorized and outstanding votes of the Class A members, other than the Builders, equals four hundred thirty (430); or

(ii) seven (7) years after the recordation of the Declaration; provided, however, in the event of any water or sewer moratorium or any other event or occurrence beyond the reasonable control of the Declarant or any Builder which delays development of the Property the aforesaid seven (7) year period shall be extended by an additional five (5) years or the length of the cause of such delay, whichever is greater; or

(iii) upon the surrender of the Class B memberships on the books and records of the Association by the Declarant.

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 Lot in which the Declarant then holds the interest otherwise required for such Class A membership."

E. The Tenth Article of the Articles of Incorporation is hereby deleted in its entirety and the following substituted in lieu thereof:

"The Corporation shall have initially three (3) directors and Jack Alfandre, Jr. Steven L. Lebling and Walter Mathieson shall act as such until the first annual meeting of the members or until their successors are duly elected. At the first annual meeting of the members of the Corporation the members shall elect an uneven number of not less than five (5) nor more than seven (7) Directors. Prior to the lapse of the Class B memberships the initial Directors appointed by the Declarant shall determine the number of members of the Board of Directors and thereafter the number of Directors shall be determined by a vote of the members of the Association at an annual meeting, which number may be changed by the members at any subsequent annual or special meeting of the members subject to the provisions of the Bylaws for the Corporation. The term of such Directors and the composition and procedures for electing the Directors shall be as set forth in such Bylaws."

F. The Commission has indicated its consent to the terms hereof is not required.

G. Except as otherwise provided herein, the terms and provisions of the Articles of Incorporation of the Corporation shall remain in full force and effect and in the event of any conflict between the Articles of Incorporation and this Amendment, the terms of this Amendment shall control.

H. In the event any of the terms and provisions of this Amendment are deemed invalid or unenforceable for any reason, the remaining terms and provisions shall not be affected and shall remain in full force and effect.

L. This Amendment shall be construed in accordance with the laws of the State of Maryland.

J. This Amendment may be executed in counterparts each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, the undersigned Owners of not less than seventy-five percent (75%) of the votes of all classes of membership in the Association and the Commission hereby execute this Amendment as of the date and year hereinabove first written.

ATTEST:

NATIONAL PARTNERSHIP,
a Maryland general partnership.

By: ALDRE INC.,
a Maryland corporation,
General Partner

[Signature]
E. Vandevander, (Asst) Secretary

By: [Signature]
Steven L. Lebling, (Vice) President

[CORPORATE SEAL]

ATTEST:

CENTEX REAL ESTATE CORPORATION,
a Nevada corporation

[Signature]
(Asst) Secretary

By: [Signature]
(Vice) President

[CORPORATE SEAL]

ATTEST:

CENTEX HOMES CORPORATION,
a Nevada corporation

[Signature]
(Asst) Secretary

By: [Signature]
(Vice) President

[CORPORATE SEAL]

[ADDITIONAL SIGNATURES FOLLOW]

ATTEST:

CHRISTOPHER PROPERTIES, L.P.,
a Virginia limited partnership

By: Christopher Development Co.,
a Virginia corporation,
General Partner

Patti J. Rivera
Patti J. Rivera, (Asst) Secretary

By: Robert D. Mosher
Robert D. Mosher, (Vice) President

[CORPORATE SEAL]

WITNESS:

JOSEPH ALEANDRE HOMES LIMITED
PARTNERSHIP, a Maryland limited
partnership

BY: JOSEPH ALEANDRE DEVELOPMENT
CORPORATION, General Partner

[Signature]
Assistant Secretary

By: Joseph Aleandre
Joseph Aleandre, President

ATTEST:

NATIONAL GOLF COURSE
APARTMENTS LIMITED PARTNERSHIP,
a Maryland limited partnership

By: ALDRE, INC.,
a Maryland corporation
General Partner

Julie Vandevander
Julie Vandevander, (Asst) Secretary

By: Steven L. Lebling
Steven L. Lebling, (Vice) President

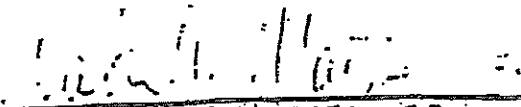
[CORPORATE SEAL]

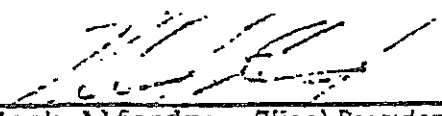
~~WITNESS:~~

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ATTEST:

WASHINGTONIAN WOODS
HOMEOWNERS ASSOCIATION, INC.

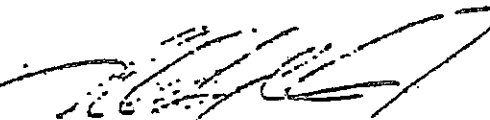

Walter W. Mathies, ~~Asst.~~ Secretary

By: 
Jack Alfandre, (Vice) President

CERTIFICATION

I Jack Alfandre, Jr. hereby acknowledge on behalf of Washingtonian Woods Homeowners Association, Inc. that the foregoing Articles of Amendment are the corporate act of said corporation and further certify under the penalties of perjury to the best of my knowledge, information and belief, the matters and facts set forth in the Articles are true in all material respects.

WASHINGTONIAN WOODS
HOMEOWNERS ASSOCIATION, INC.

By: 
Jack Alfandre, Jr. ~~Vice~~ President

STATE OF MARYLAND:

COUNTY OF MONTGOMERY:

to wit:

I HEREBY CERTIFY that on this 12th day of September, 1988, before me, a Notary Public in and for the State and County aforesaid, personally appeared Steven L. Lebling, known to me (or satisfactorily proven) to be the (Vice) President of Aldre, Inc., a Maryland corporation, and that such corporate officer, being authorized to do so, executed the foregoing and annexed instrument on behalf of the aforesaid corporation as a general partner of National Partnership, a Maryland general partnership, for the purposes therein contained by signing the name of the said corporation as such corporate officer.

GIVEN under my hand and seal this 12th day of September, 1988.

Notary Public

My Commission Expires: July 1, 1990

[NOTARIAL SEAL]

STATE OF VIRGINIA:

COUNTY OF FAIRFAX:

to wit:

On this 8 day of September, 1988, before me, the undersigned officer, personally appeared Robert Stevens and David Solomon, who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Centex Real Estate Corporation, a Nevada corporation, and that said Robert Stevens and David Solomon, as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 8th day of September, 1988.

Notary Public

My Commission Expires: 11/15/91

[NOTARIAL SEAL]

STATE OF

to wit:

COUNTY OF

On this 5th day of September, 1988, before me, the undersigned officer, personally appeared Willie J. Jones and John J. ..., who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Centex Homes Corporation, a Nevada corporation, and that said WILLIE JONES and JOHN J. ..., as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 5th day of September, 1988.

[Signature]
Notary Public

My Commission Expires: 6/15/91

[NOTARIAL SEAL]

STATE OF Virginia

to wit:

COUNTY OF Fairfax

On this 23rd day of September, 1988, before me, the undersigned officer, personally appeared Robert D. ... and Paul J. ..., who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Christopher Development Co., a Virginia corporation, general partner of Christopher Properties, L.P., a Virginia limited partnership, and that said Robert D. ... and Paul J. ..., as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 23rd day of September, 1988.

[Signature]
Notary Public

My Commission Expires: 11/30/91

[NOTARIAL SEAL]

Notary Public for the State of Maryland

STATE OF MARYLAND
COUNTY OF MONTGOMERY

...
= to wit:
=

On this 28th day of September, 1988, before me the undersigned officer, personally appeared Joseph Alfandre, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be general partner of Joseph Alfandre Homes Limited Partnership, a Maryland limited partnership, and executed the foregoing instrument for the purposes therein contained.

GIVEN under my hand and seal this 28th day of September, 1988.

Maude A. Aitennis
Notary Public

My Commission Expires: 7/1/90

[NOTARIAL SEAL]

STATE OF MARYLAND
COUNTY OF MONTGOMERY

...
= to wit:
=

I HEREBY CERTIFY that on this 12th day of September, 1988, before me, a Notary Public in and for the State and County aforesaid, personally appeared Steven L. Lebling, known to me (or satisfactorily proven) to be the (Vice) President of Ald-e, Inc., a Maryland corporation, and that such corporate officer, being authorized to do so, executed the foregoing and annexed instrument on behalf of the aforesaid corporation as a general partner of National Golf Course Apartments Limited Partnership, a Maryland limited partnership, for the purposes therein contained by signing the name of the said corporation as such corporate officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Maude A. Aitennis
Notary Public

My Commission Expires: July 1, 1990

[NOTARIAL SEAL]

STATE OF MARYLAND

COUNTY OF MONTGOMERY

o o o

to wit:

On this 8th day of November, 1988, before me, the undersigned officer, personally appeared Jack Alfandre, Jr. and Walter W. Mathieson, III, who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be ~~(Vice)~~ President and (Assistant) Secretary, respectively, of Washingtonian Woods Homeowners Association, Inc., a Maryland corporation, and that said Jack Alfandre, Jr. and Walter W. Mathieson as such ~~(Vice)~~ President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as ~~(Vice)~~ President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 8th day of November, 1988.

Notary Public.

My Commission Expires: July 1, 1990

[NOTARIAL SEAL]

AMENDMENT OF THE ARTICLES OF INCORPORATION
WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT OF THE ARTICLES OF INCORPORATION OF WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION, INC. (the "Amendment") is entered into this 28th day of September, 1988, by NATIONAL PARTNERSHIP, a Maryland general partnership, CENTEX REAL ESTATE CORPORATION, a Nevada corporation, CENTEX HOMES CORPORATION, a Nevada corporation, CHRISTOPHER PROPERTIES, L.P., a Virginia limited partnership, JOSEPH ALFANDEE HOMES LIMITED PARTNERSHIP, a Maryland limited partnership, and NATIONAL GOLF COURSE APARTMENTS LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to collectively as the "Owners") and WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION, INC., a Maryland corporation.

WHEREAS, the Articles of Incorporation for Washingtonian Woods Homeowners Association, Inc., a Maryland corporation (the "Corporation" and also sometimes referred to herein as the "Association"), were filed with the Maryland State Department of Assessments and Taxation on March 8, 1984; and

WHEREAS, the Thirteenth Article of the Articles of Incorporation provides that such Articles of Incorporation may be amended pursuant to the assent of seventy-five percent (75%) of the total votes of all classes of members and with the written consent of the Maryland-National Capital Park and Planning Commission (the "Commission"), if required by said Commission, and with the written consent of the Federal Housing Administration, the Veterans Administration or the United States Department of Housing and Urban Development, if required by such agencies; and

WHEREAS, the assent of the Owners, who own not less than seventy-five percent (75%) of the votes of all classes of membership in the Corporation has been obtained pursuant to this Amendment; and the Maryland-National Capital Park and Planning Commission has stated that its consent with respect to the terms of this Amendment is not required; and

WHEREAS, the Board of Directors of the Corporation and all the members of the Corporation have authorized and approved the terms of this Amendment.

NOW, THEREFORE, in consideration of the foregoing, the Articles of Incorporation for the Association are hereby amended as follows:

A. The reference in the Third Article, subparagraph (a) of the Articles of Incorporation to "Declaration of Covenants, Easements and Restrictions" is hereby amended to provide "Declaration of Covenants, Conditions and Restrictions."

B. Subparagraph (d) of the Third Article of the Articles of Incorporation is hereby deleted in its entirety and the following substituted in lieu thereof:

"To exercise all of the powers and privileges and to perform all of the duties and obligations that this Association has as set forth in the Declaration recorded, or to be recorded, among the Land Records of Montgomery County, Maryland, applicable to the property referred to therein as the same may be amended from time to time."

83426174

12/2/88 9:59

STATE OF MARYLAND.
I hereby certify that this is a true and correct copy of the
page document on file in this office. DATE: 12/2/88
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

C. The Fourth Article is hereby amended by deleting the reference to "932 Hunderford Drive, Suite 318, Rockville, Maryland 20850" and substituting in lieu thereof "15850 Crabbs Branch Way, Suite 300, Rockville, Maryland 20855."

D. The Seventh Article of the Articles of Incorporation is hereby deleted in its entirety and the following substituted in lieu thereof:

" Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. With the exception of the Declarant (as defined in the Declaration), every person, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Lot which is part of the premises described in Article II of the Declaration, or which otherwise becomes subject to the covenants set forth in the Declaration to assessments by the Association, 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 Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine in writing and notify the Association, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event that multiple owners of any Lot have not designated in writing to the Association which one of them shall be entitled to cast the vote for such Lot, the person who is first named on the deed into them of such Lot shall be deemed to have the right to cast such vote. Members entitled to vote may, by written proxy filed with the Association, designate any other to cast their vote.

Class B. The Class B member shall be the Declarant and any successor, assign or nominee of the Declarant to whom the Declarant assigns any Class B membership pursuant to an instrument in writing. The Class B member shall be entitled to one thousand seven hundred nineteen (1,719) Class B memberships. The Declarant shall be entitled to one (1) vote for each Class B membership. Upon the conveyance of any Lot to any Class A member, other than a Builder (as defined in the Declaration), three (3) Class B memberships shall lapse and become null and void. The votes of the Class B member shall be cast by such person as the Declarant shall in writing designate. Each Class B membership shall lapse and become a nullity on the first to happen of the following events:

(i) thirty (30) days after the date the total authorized and outstanding votes of the Class A members, other than the Builder, equals four hundred thirty (430); or

(iii) seven (7) years after the recordation of the Declaration; provided, however, in the event of any water or sewer moratorium or any other event or occurrence beyond the reasonable control of the Declarant or any Builder which delays development of the Property the aforesaid seven (7) year period shall be extended by an additional five (5) years or the length of the cause of such delay, whichever is greater; or

(iii) upon the surrender of the Class B memberships on the books and records of the Association by the Declarant.

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 Lot in which the Declarant then holds the interest otherwise required for such Class A membership.²

E. The Tenth Article of the Articles of Incorporation is hereby deleted in its entirety and the following substituted in lieu thereof:

"The Corporation shall have initially three (3) directors and Jack, Alandre, Jr., Stevan L. Lebling and Walter Mathieson shall act as such until the first annual meeting of the members or until their successors are duly elected. At the first annual meeting of the members of the Corporation the members shall elect an uneven number of not less than five (5) nor more than seven (7) Directors. Prior to the lapse of the Class B memberships the initial Directors appointed by the Declarant shall determine the number of members of the Board of Directors and thereafter the number of Directors shall be determined by a vote of the members of the Association at an annual meeting, which number may be changed by the members at any subsequent annual or special meeting of the members subject to the provisions of the Bylaws for the Corporation. The term of such Directors and the composition and procedures for electing the Directors shall be as set forth in such Bylaws."

F. The Commission has indicated its consent to the terms hereof is not required.

G. Except as otherwise provided herein, the terms and provisions of the Articles of Incorporation of the Corporation shall remain in full force and effect and in the event of any conflict between the Articles of Incorporation and this Amendment, the terms of this Amendment shall control.

H. In the event any of the terms and provisions of this Amendment are deemed invalid or unenforceable for any reason, the remaining terms and provisions shall not be affected and shall remain in full force and effect.

I. This Amendment shall be construed in accordance with the laws of the State of Maryland.

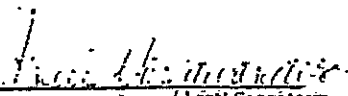
J. This Amendment may be executed in counterparts each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, the undersigned Owners of not less than seventy-five percent (75%) of the votes of all classes of membership in the Association and the Commission hereby execute this Amendment as of the date and year hereinabove first written.

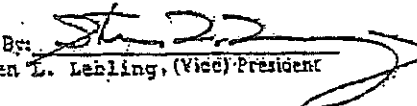
ATTEST:

NATIONAL PARTNERSHIP,
a Maryland general partnership.


By: ALDRE INC.,
a Maryland corporation,
General Partner


Lisa Vandevander, (Asst) Secretary

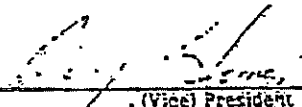
[CORPORATE SEAL]
ATTEST:

By: 
Steven L. Lehling, (Vice) President

CENTEX REAL ESTATE CORPORATION,
a Nevada corporation

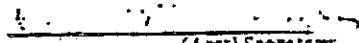

(Asst) Secretary

[CORPORATE SEAL]

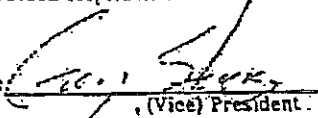
By: 
(Vice) President

ATTEST:

CENTEX HOMES CORPORATION,
a Nevada corporation


(Asst) Secretary

[CORPORATE SEAL]

By: 
(Vice) President

[ADDITIONAL SIGNATURES FOLLOW]

ATTEST:

Patti J. Rivera
Patti J. Rivera, (Asst) Secretary

[CORPORATE SEAL]

WITNESS:

[Signature]
Assistant Secretary

ATTEST:

Julie Vandevander
Julie Vandevander, (Asst) Secretary

[CORPORATE SEAL]

WITNESS:

[Signature]

CHRISTOPHER PROPERTIES, L.P.,
a Virginia limited partnership

By: Christopher Development Co.,
a Virginia corporation,
General Partner

[Signature]
By: Robert D. Masher, (Vice) President

JOSEPH ALEANDRE HOMES LIMITED
PARTNERSHIP, a Maryland limited
partnership

By: JOSEPH ALEANDRE DEVELOPMENT
CORPORATION, General Partner

[Signature]
By: Joseph Aleandre, President

NATIONAL GOLF COURSE
APARTMENTS LIMITED PARTNERSHIP,
a Maryland limited partnership

By: ALDRE INC.,
a Maryland corporation
General Partner

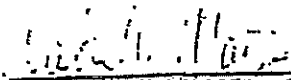
[Signature]
By: Steven L. Lebling, (Vice) President

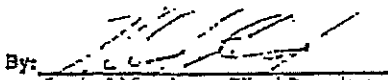
[Signature]

[Signature]

ATTEST:

WASHINGTONIAN WOODS
HOMEOWNERS ASSOCIATION, INC.

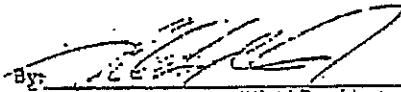

Walter W. Mathles, Secretary

By: 
Jack Alfandre, Vice President

CERTIFICATION

I, Jack Alfandre, Jr. hereby acknowledge on behalf of Washingtonian Woods Homeowners Association, Inc. that the foregoing Articles of Amendment are the corporate act of said corporation and further certify under the penalties of perjury to the best of my knowledge, information and belief, the matters and facts set forth in the Articles are true in all material respects.

WASHINGTONIAN WOODS
HOMEOWNERS ASSOCIATION, INC.

By: 
Jack Alfandre, Jr., President

STATE OF MARYLAND:

COUNTY OF MONTGOMERY:

to-wit:

I HEREBY CERTIFY that on this 12th day of September, 1988, before me, a Notary Public in and for the State and County aforesaid, personally appeared Steven L. Lebling, known to me (or satisfactorily proven) to be the (Vice) President of Aldre, Inc., a Maryland corporation, and that such corporate officer, being authorized to do so, executed the foregoing and annexed instrument on behalf of the aforesaid corporation as a general partner of National Partnership, a Maryland general partnership, for the purposes therein contained by signing the name of the said corporation as such corporate officer.

GIVEN under my hand and seal this 12th day of September, 1988.

Notary Public

My Commission Expires: July 1, 1990

[NOTARIAL SEAL]

STATE OF VIRGINIA:

COUNTY OF FAIRFAX:

to-wit:

On this 8th day of SEPTEMBER, 1988, before me, the undersigned officer, personally appeared ~~Robert S. ...~~ and ~~David S. ...~~ who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Centex Real Estate Corporation, a Nevada corporation, and that said ~~Robert S. ...~~ and ~~David S. ...~~ as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 8th day of SEPTEMBER, 1988.

Notary Public

My Commission Expires: 6/15/91

[NOTARIAL SEAL]

STATE OF

to wit:

COUNTY OF

On this 5th day of September, 1988, before me, the undersigned officer, personally appeared Willie E. [unclear] and [unclear], who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Centex Homes Corporation, a Nevada corporation, and that said Willie E. [unclear] and [unclear], as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 5th day of September, 1988.

[Signature]
Notary Public

My Commission Expires: 11/15/91

[NOTARIAL SEAL]

STATE OF Virginia

to wit:

COUNTY OF Fairfax

On this 23rd day of September, 1988, before me, the undersigned officer, personally appeared Robert D. [unclear] and [unclear], who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Christopher Development Co., a Virginia corporation, general partner of Christopher Properties, L.P., a Virginia limited partnership, and that said Robert D. [unclear] and [unclear], as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 23rd day of September, 1988.

[Signature]
Notary Public

My Commission Expires: March 30, 1991

[NOTARIAL SEAL]

copy to be returned to the Notary Public

STATE OF MARYLAND "
COUNTY OF MONTGOMERY " to wit:

On this 28th day of September, 1988, before me the undersigned officer, personally appeared Joseph Alfandre, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be general partner of Joseph Alfandre Homes Limited Partnership, a Maryland limited partnership, and executed the foregoing instrument for the purposes therein contained.

GIVEN under my hand and seal this 28th day of September, 1988.

[Signature]
Notary Public

My Commission Expires: 7/1/90

[NOTARIAL SEAL]

STATE OF MARYLAND "
COUNTY OF MONTGOMERY " to wit:

I HEREBY CERTIFY that on this 12th day of September, 1988, before me, a Notary Public in and for the State and County aforesaid, personally appeared Steven L. Lebling, known to me (or satisfactorily proven) to be the (Vice) President of Alder, Inc., a Maryland corporation, and that such corporate officer, being authorized to do so, executed the foregoing and annexed instrument on behalf of the aforesaid corporation as a general partner of National Golf Course Apartments Limited Partnership, a Maryland limited partnership, for the purposes therein contained by signing the name of the said corporation as such corporate officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires: July 1, 1990

[NOTARIAL SEAL]

STATE OF MARYLAND
COUNTY OF MONTGOMERY

*
* to wit:
*

On this 8th day of November, 1988, before me, the undersigned officer, personally appeared Jack Alfandre, Jr. and Walter W. Mathieson, III, who have been satisfactorily proven to be the persons whose names are subscribed to this written instrument, who acknowledged themselves to be (Vice) President and (Assistant) Secretary, respectively, of Washingtonian Woods Homeowners Association, Inc., a Maryland corporation, and that said Jack Alfandre, Jr. and Walter W. Mathieson as such (Vice) President and (Assistant) Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as (Vice) President and (Assistant) Secretary, respectively.

GIVEN under my hand and seal this 8th day of November, 1988.

Notary Public.

My Commission Expires July 1, 1990

[NOTARIAL SEAL]