

**AMENDED ARTICLES OF INCORPORATION  
OF  
THE COVE CREEK CLUB, INC.**

**October 24, 2011**

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## **Article One - Certification**

We, the undersigned President and Vice President of the Cove Creek Club, Inc., who are residents of Queen Anne's County, Maryland, and who are at least twenty-one (21) years of age, pursuant to the General laws of the State of Maryland authorizing the filing of Articles of Incorporation, hereby certify that these Amended Articles of Incorporation have been approved by an appropriate vote of the Members of the Corporation, and are intended and do hereby supercede, restate and replace the Articles of Incorporation of The Cove Creek Club, Inc. dated the 7th day of September, 1979 and all previous amendments and supplements made thereto. We further certify that, by these Articles of Amendment, it is our intent to continue with a non-stock not-for-profit corporation.

## **Article Two - Name of Corporation**

The name of the Corporation is The Cove Creek Club, Inc.

## **Article Three - Corporate Purposes**

The purposes for which the Corporation is formed are:

- a. To promote the health, safety and welfare of the residents of The Cove Creek Club that is located in the fourth election district of Queen Anne's County, Maryland, and as described and defined in the applicable Declaration of Covenants, Conditions and Restrictions, as amended, recorded or to be recorded in the land records for Queen Anne's County, Maryland.
- b. To acquire, own, maintain and operate a golf course, marina, and other recreational facilities, open spaces, commons and walkways, including such facilities and services in connection therewith as permitted by law and including, but not limited to, the following:
  - 1) Maintenance of properties within The Cove Creek Club;
  - 2) Such other supplemental municipal services or other services as may be deemed necessary.
- c. To fix assessments or charges to be levied against the Private Lots located within The Cove Creek Club and the Owners thereof.
- d. To enforce any and all covenants, conditions, restrictions, agreements and Bylaws applicable to The Cove Creek Club, Inc.
- e. To subdivide, sell, dedicate or transfer all or any part of the Community Properties pursuant to Article Seven of the Amended and Restated Bylaws of the Corporation.
- f. To carry out all or any part of the foregoing objects consistent with the Declaration of Covenants, Conditions, and Restrictions and the Bylaws.

- g. To carry out all or any part of the foregoing objects convenient or proper for the accomplishment of any of the objects and purposes herein enumerated or incidental to the powers herein specified, or which at any time may appear conducive to or expedient for the accomplishment of any such objects and purposes, consistent with the Declaration of Covenants, Conditions and Restrictions and the Bylaws.

#### **Article Four - Capital Stock**

This Corporation is not authorized to issue capital stock.

#### **Article Five - Membership**

Every individual person who is a record Owner of a fee or undivided fee interest in any Private Lot or condominium located within The Cove Creek Club, shall automatically be a Member of The Cove Creek Club, Inc., provided that any such person who holds such interest merely as security for the performance of an obligation shall not be a Member. The Owner shall file a current copy of the portion of the deed indicating the Owner's name(s) of the Private Lot with the Secretary. If the Owner is a corporation, trust, partnership, association or any other legal entity other than natural persons acting as individuals, then such Owners shall register the names of no more than two individuals with the Secretary and only such registered individuals are considered Members.

#### **Article Six - Voting Rights**

Members in good standing shall be entitled to one vote for each Private Lot in which they hold the interests required for Membership under Article Five. When more than one person or entity holds such interest or interests in any Private Lot, the one vote for such Private Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast per Private Lot. In the event that all co-owners are unable to agree on the manner in which to cast the vote, then such vote shall not be counted. Voting rights are contingent upon the Member being a Member in good standing on the date the votes are officially counted for any issue or for any election.

#### **Article Seven - Corporate Address**

The post office address of the principal office of the Corporation is 114 North Creek Court, Stevensville, Maryland 21666.

#### **Article Eight - Board of Directors**

A Board of five Directors, who shall be Members of the Corporation, shall manage the affairs of the Corporation. The Board of Directors shall consist of five Directors who shall hold office until the election of their successors for the terms hereinafter set forth. Beginning with the first annual meeting which was held on or about December 31, 1980, the Members elected two Directors for a term of three years; at the second annual meeting the Members elected two Directors for a term of three years; and at the third annual meeting, the Members elected one Director for a term of three years; and at each subsequent annual meeting the Members elected and shall elect the

applicable number of Directors to those terms then expiring in accordance with the foregoing schedule.

### **Article Nine - Corporate Dissolution and Disposition**

The Corporation may be dissolved only upon assent of seventy-five percent (75%) of all Membership votes eligible to be cast, which votes shall be cast by written ballot. The ballot shall be sent to all Members at least thirty days in advance of the date set forth for a return thereof and which notice shall set forth the reasons for such dissolution and the disposition to be made of assets (which shall be consistent with Article Ten hereof).

### **Article Ten - Conveyance of Corporate Assets Upon Dissolution**

Upon dissolution of the Corporation, the assets of the Corporation, both real and personal, shall be dedicated, granted or otherwise fully conveyed to the Queen Anne's County Government or such public agency or authority as the said Queen Anne's County Government may deem appropriate, to be devoted to purposes as nearly the same as practicable as those to which they were required to be devoted by the Corporation. In the event that such dedication, grant or conveyance is refused acceptance, then said assets shall be granted, conveyed or assigned to any not-for-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Corporation.

### **Article Eleven - Amendments**

These Articles, with the exception of Article Nine and Article Twelve, may be amended upon the assent of fifty-five percent (55%) of all Membership votes eligible to be cast. Article Nine and Article Twelve may be amended upon the assent of seventy-five percent (75%) of all Membership votes eligible to be cast.

All votes on amendments shall be cast by written ballot. The ballot shall be sent to all Members at least thirty days in advance of the date set forth for a return thereof and which notice shall set forth the proposed amendment to these Articles, provided that no amendment shall be effective to impair or dilute any rights of Members that are covered by the recorded covenants, conditions and restrictions applicable to the properties located within the Cove Creek Club (as, for example, Membership and voting rights) which are part of the property rights and interests created thereby.

### **Article Twelve - Corporate Duration**

The duration of the Corporation shall be perpetual.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, we, the undersigned, being the President and Vice President of the Cove Creek Club, Inc., have hereunto set our hands and seals this day of \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
President. The Cove Creek Club, Inc.

\_\_\_\_\_  
Vice President, The Cove Creek Club, Inc.

WITNESS my hand and notarial seal or stamp the day and year last above written

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_