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11/29/88

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ARTICLES OF INCORPORATION
OF
QUAKER HILL COMMUNITY ASSOCIATION, INC.

In compliance with the requirements of Chapter 10 of Title 13.1 of the 1950 Code of Virginia, as amended, the undersigned, who is at least twenty-one (21) years of age, has this day, by execution of these Articles of Incorporation, voluntarily declared himself to be an incorporator for the purpose of forming a nonstock, nonprofit corporation pursuant to the general laws of Virginia, and does hereby certify:

ARTICLE I

Definitions

The words in these Articles which begin with capital letters (other than words which would be normally capitalized) shall have the following meanings assigned to them.

"Association" shall mean and refer to Quaker Hill Community Association, Inc., A Virginia Non-Stock Corporation, its successors and assigns. The Association is sometimes referred herein as "the Corporation".

"Board of Directors" shall mean and refer to the Board of Directors of the Association and any board, group or entity of the successor to or assignee of the Association serving in a comparable capacity to the Board of Directors of the Association.

"Class A Members" shall mean and refer to all Owners except, during the Development Period, the Developer.

"Class B Member" shall mean and refer to the Developer.

"Community Facilities" and "Common Area" shall mean and refer to, at any given time, all of the Property, other than Lots, then owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of the Owners; provided, however, that real estate within the Property shall not be a community facility solely because it is burdened by an easement for utilities, landscaping or signage or dedicated as a public street or roadway."

"Developer" shall mean and refer collectively to Cameron General Partnership, a Virginia General Partnership, its successors and assigns, provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in an instrument of succession or assignment designating a party as the Developer hereunder or which pass by operation of law.

"Development Period" and "Developer Control Period" shall mean and refer to the period commencing on the date of the Declaration and terminating on the earlier of: (i) December 30, 1994, (ii) two years from the first date neither entity comprising the Developer owns any portion of the Property or (iii) the date specified by the Developer in a written notice to the Association that the Developer Control Period is to terminate on that date.

If the Developer is delayed in the improvement and development of the Property due to a sewer, water or building permit moratorium or other cause or event beyond the Developer's control, then the aforesaid period shall be extended for the length of the delay or two years, whichever is less.

" Dwelling Unit " shall mean any portion of the Property, as improved, intended for any type of independent ownership for use and occupancy as a residence by a household and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, apartment and cooperative units, townhomes or detached single family homes.

" Exempt Property " shall mean and refer to all land and structures and community facilities owned by the Association for so long as the Association shall be the owner thereof.

" Federal Housing Administration " ("FHA") shall mean and refer to that governmental agency of the United States of America so entitled and any agency or regulatory authority of the United States of America which succeeds the Federal Housing Administration.

" Lot " shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property upon which a Dwelling Unit(s) could be constructed in accordance with the City of Alexandria zoning ordinances and to each condominium unit or apartment or cooperative unit on the Property created in accordance with the applicable laws of Virginia in effect from time to time. " Lot " shall not mean and refer to Community Facilities.

" Member " shall mean and refer to the Class A Members and the Class B Member of the Association.

" Owner " shall mean and refer to the record owner, whether one or more persons or entities, of any Dwelling Unit which is part of the Property but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this definition, the owner of Dwelling Units in an apartment shall be the record owner of the apartment building or buildings. The owner of a Residential Unit in a cooperative shall be the owner of the proprietary lease and the shares in the cooperative corporation.

"Person" shall mean and refer to any individual, corporation, joint venture, partnership, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other separate legal entity.

"Property" shall mean and refer to those certain lands in the City of Alexandria, Virginia more particularly described in Exhibit "A" to the Declaration. The Developer owns or may acquire other lands in the vicinity of the land described in "Exhibit "A" to the Declaration which it may, in accordance with Article VII of the Declaration, subject to the Declaration during the Development Period.

"Resident" shall mean and refer to (i) each individual occupying any Dwelling Unit pursuant to a lease agreement with the Owner thereof who, if requested by the Board of Directors, has delivered proof of such lease agreement to the Board of Directors; (ii) members of the immediate family of such individual or of an Owner who actually resides within the Property and in the same household with each such individual or Owner; and (iii) any person who has a fixed place of habitation at a Dwelling Unit of any such individual or Owner to which, whenever he is absent, he has the intention of returning.

"Veterans Administration" ("VA") shall mean and refer to that governmental agency of the United States of America so entitled and any agency or authority of the United States of America which succeeds the Veterans Administration.

ARTICLE II

Name of Corporation

The name of the Corporation is QUAKER HILL COMMUNITY ASSOCIATION, INC., hereinafter called the "Association."

ARTICLE III

Registered Office

The initial registered office of the Association is located at 13601 Office Place, Suite 201, Woodbridge, Virginia 22192, which is in the County of Prince William.

ARTICLE IV

Registered Agent

F. Gary Garczynski, who is a resident of the State of Virginia, a member of the Board of Directors of the Association, and whose business address is 13601 Office Place, Suite 201, Woodbridge, Virginia 22192, is hereby appointed the initial registered agent of this Association.

ARTICLE V

Purposes

The purpose or purposes for which the Association is organized are (i) to provide for the acquisition, construction, management, maintenance and care of the Community Facilities, (ii) at its option to obtain, manage and maintain services for the Property, or sections thereof, including, as necessary, refuse collection, street cleaning and snow plowing; and (iii) to take other acts or actions which would promote the health, safety or welfare of the Owners and Residents.

No part of the net earnings of the Association shall inure to the benefit of any Member or individual except through the acquisition, construction, management, maintenance or care of Community Facilities or through the rebate of any excess membership dues, fees or assessments.

ARTICLE VI

Classes of Members

The Association shall have the following classes of members:

Class A. Class A Members shall be all Owners (with the exception of the Developer as provided in subparagraph (b) of Article VII hereof. A Person shall automatically become a Class A Member upon his becoming an Owner and shall remain a Class A Member for so long as he is an Owner.

Class B. The Class B Member shall be the Developer.

ARTICLE VII

Voting Rights of Members

(a) Each Class A Member shall be entitled to one vote on each matter submitted to the members for each Dwelling Unit owned by such Class A Member which is not Exempt Property. If more than one Dwelling Unit is located on any Lot (which is not Exempt Property) the Class A Member owning such Lot shall be entitled to one vote on each matter submitted to the members for each Dwelling Unit located on such Lot. Any Class A Member who is in violation of the Declaration, as determined by the Board of Directors in accordance with the provisions thereof and regulations established thereunder, shall not be entitled to vote during any period in which such violation continues. If a Lot shall be owned by more than one owner, such owners shall be deemed to constitute a single Class A Member as to such Lot and shall collectively be entitled to a single vote for such Lot (or for each Dwelling Unit located on such Lot) as to each matter properly submitted to the Members.

(b) The Class B Member shall originally be entitled to four hundred forty-seven (447) votes (Based upon 1.5 times the maximum number of potential Class "A" votes.); this number shall be decreased by one (1) vote for each Class A vote existing at any one time. The Class B membership shall terminate and become converted to Class A membership upon the happening of the earlier of the following:

(i) When the total outstanding Class "A" votes equal the number of Class "B" votes;

(ii) December 31, 1994; or

(iii) Such earlier time as Developer, in its sole discretion, determines.

(c) Any vote of the Members shall be taken without regard to class of membership except in those instances requiring the affirmative vote or approval of each class of membership in accordance with the Declaration, the Articles of Incorporation or the Bylaws of the Association.

(d) The Members shall have the right to vote to amend these Articles of Incorporation and the Bylaws of the Association in the manner provided in the Bylaws. Any such amendment shall require the affirmative vote of the Developer during the Development Period. In any event, these Articles of Incorporation and the Bylaws shall not be amended so as to be inconsistent with the Declaration. Notwithstanding anything to the contrary herein contained, the Class B member shall have the exclusive right to vote on any amendment of these Articles of Incorporation or the Bylaws during the Development Period if such amendment is necessary to bring the Articles of Incorporation or Bylaws into compliance with any rule, regulation or requirement of the Federal Housing Administration, the Veterans Administration or the City of Alexandria, Virginia.

ARTICLE VIII

Board of Directors

The Board of Directors shall consist of not fewer than ~~three~~ (3) members and not more than five (5) members. The initial Board shall consist of three (3) members appointed by the Developer. At the first Annual Meeting following the expansion of the Association to include at least 118 Class A members, the Board of Directors shall be expanded to consist of five (5) members. Until the next annual meeting occurring two (2) years after the Class B membership and the Class B voting rights expire, the Board shall consist of appointed Directors and elected Directors. Thereafter, all Directors shall be elected. The names and addresses of the persons who are to initially act in the capacity of Directors until the selection of their successors are:

T. J. Pecorak
13601 Office Place, Suite 201
Woodbridge, Virginia 22192

Michael B. Hummel
Vice-President Roy R. Barnett
13601 Office Place, Suite 201
Woodbridge, Virginia 22192

Sec - Treasurer Judy Buckley
13601 Office Place, Suite 201
Woodbridge, Virginia 22192

ARTICLE IX

Dissolution

The Association shall exist in perpetuity unless dissolved as provided herein.

The Association may be dissolved at an Annual or Special Meeting by the vote of seventy five percent (75%) of the Members of each Class as provided in Section 13.1-902, Code of Virginia, 1950, as amended. Written notice of such proposed action shall be sent to all Members not less than twentyfive (25) nor more than fifty (50) days prior to a meeting called for such purpose. Upon dissolution of the Association, the assets both real and personal of the Association shall be (i) granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization engaged in activities substantially similar to those of the Association or (ii) dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association; provided, however, that any such dedication shall require the affirmative vote of seventy five percent (75%) of the votes then held by all Class A Members.

ARTICLE X

Duration

The duration of the Association shall be perpetual.

ARTICLE XI

Amendments

Amendment of these Articles shall require the affirmative vote of sixty-six and two thirds (66 2/3%) of the votes then entitled to be cast by all Members.

ARTICLE XII

VA Approval

As long as there is a Class B membership the following actions will require the prior approval of the Veterans Administration and the Federal Housing Administration: annexation of additional properties, other than as shown on Exhibit "B" of the Declaration, mergers and consolidations, mortgaging of Community Facilities, dedication of Community Facilities, dissolution, and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this Corporation, under the laws of the State of Virginia, the undersigned, incorporator of this Association, has executed these Articles of Incorporation this ___ day of _____, 19 .

F. GARY GARCZYNSKI
Incorporator