

ARTICLES OF INCORPORATION  
FOR  
OLD STERLING GABLE CONSERVANCY

TABLE OF CONTENTS

<u>Article Number</u>	<u>Section Number</u>	<u>Page Number</u>
1	NAME . . . . .	1
2	INTERPRETIVE PROVISIONS . . . . .	1
	Section 2.1. Definitions . . . . .	1
	Section 2.2. Construction of Association Documents . . . . .	5
3	PURPOSES AND LIMITATIONS . . . . .	6
4	MEMBERSHIP AND VOTING . . . . .	6
	Section 4.1. Membership . . . . .	6
	Section 4.2. Classes of Members; Voting Rights . . . . .	7
	Section 4.3. Required Vote . . . . .	7
	Section 4.4. Cumulative Voting . . . . .	7
5	BOARD OF DIRECTORS . . . . .	7
	Section 5.1. Initial Directors . . . . .	7
	Section 5.2. Election of Directors and Term of Office . . . . .	8
	Section 5.3. Qualifications . . . . .	9
	Section 5.4. Action by Board of Directors . . . . .	9
	Section 5.5. Removal or Resignation of Directors . . . . .	9
	Section 5.6. Vacancies . . . . .	10
6	INITIAL REGISTERED OFFICE AND AGENT . . . . .	10
7	AMENDMENT . . . . .	10
8	DISSOLUTION . . . . .	11

ARTICLES OF INCORPORATION  
FOR  
OLD STERLING GABLE CONSERVANCY

ARTICLE 1

NAME

The name of this corporation is Old Sterling Gable Conservancy which is hereby incorporated as a nonstock corporation pursuant to Chapter 10 of Title 13.1 of the Code of Virginia (1950), as amended ("Act"). The duration of the corporation is perpetual.

ARTICLE 2

INTERPRETIVE PROVISIONS

Section 2.1. Definitions. Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Act. Capitalized terms used herein or in the Bylaws shall have the meanings specified for such terms below.

(1) "Approval of Secondary Mortgage Agencies or Mortgagees" means: (i) written approval; (ii) any written waiver of approval rights; (iii) a formal letter stating no objection; or (iv) presumptive approval if a Secondary Mortgage Agency or Mortgagee does not respond to a notice by certified or registered United States mail, return receipt requested, within thirty days after the date the request for approval is transmitted in accordance with the notice requirements of Article 11 of the Bylaws and Sections 13.2 and 14.4 of the Declaration.

(2) "Articles of Incorporation" means the Articles of Incorporation for the Association filed with the Virginia State Corporation Commission, as amended from time to time.

(3) "Assessments" means the sums levied against the Lots to pay Common Expenses as provided in Article 6 of the Declaration. Assessments include Annual Assessments, Additional Assessments, Individual Assessments and Special Assessments (Assessments levied pursuant to Section 55-514 of the Virginia Property Owners' Association Act, Chapter 26 of Title 55 of the Code of Virginia (1950), as amended).

(4) "Association" means Old Sterling Gable Conservancy and, with respect to the rights and obligations of the Association set forth in the Declaration, its successors and assigns.

(5) "Association Documents" means collectively these Articles of Incorporation, the Declaration, Supplementary Declarations and the Bylaws, all as amended from time to time. Any exhibit, schedule, certification or amendment to an Association Document is an integral part of that document.

(6) "Board of Directors" or "Board" means the executive and administrative entity established by Article 5 of these Articles of Incorporation as the governing body of the Association.

(7) "Builder" means a Person who purchases land for the purpose of constructing improvements for resale.

(8) "Bylaws" means the Bylaws of the Association, as amended from time to time.

(9) "Common Area" means, at any given time, all of the Property then owned by the Association and available for the benefit, use and enjoyment of the Owners.

(10) "Common Expenses" means all expenditures incurred by or on behalf of the Association, together with all funds determined to be necessary by the Board of Directors for the creation and maintenance of reserves pursuant to the provisions of the Association Documents. Except when the context clearly requires otherwise, any reference to Common Expenses includes Limited Common Expenses. "Limited Common Expenses" means expenses incurred by the Association and benefiting one or more but less than all of the Owners and assessed against the Lots owned by the Owners benefited pursuant to Subsection 6.2(a)(2) of the Declaration.

(11) "Covenants Committee" means the committee that may be established pursuant to Article 9 of the Declaration to assure that the Property will be maintained in a manner consistent with the purposes and intents of the Declaration.

(12) "Declarant" means Old Sterling Gable Limited Partnership, a Virginia limited partnership. Following recordation of an instrument assigning to another Person all or some of the rights reserved to the Declarant under the Association Documents pursuant to Section 5.2 of the Declaration, the term "Declarant" shall mean or include that assignee.

(13) "Declarant Control Period" means the period ending on the earliest of: (i) the seventh anniversary of the date of recordation of the Declaration; (ii) the date the number of votes

of the Class A members equals the number of votes of the Class B member; (iii) the date specified by the Declarant in a written notice to the Association that the Declarant Control Period is to terminate on that date or (iv) the end of the Development Period.

(14) "Declaration" means the Declaration for Old Sterling Gable made by the Declarant and recorded among the Land Records. The term Declaration shall include all amendments thereto and, except when the context clearly requires otherwise, all Supplementary Declarations. "Supplementary Declaration" means any declaration: (i) submitting land to the terms of the Declaration and subjecting such land to the jurisdiction of the Association, whether or not such Supplementary Declaration contains additional provisions reflecting the unique characteristics of the land being submitted; or (ii) submitting a portion of the Property to such supplementary covenants in accordance with the provisions of Article 4 of the Declaration. A Supplementary Declaration may be part of a deed of subdivision.

(15) "Development Period" means the period of time that the Declarant or any Builder is engaged in development or sales or activities related thereto, anywhere on the Property or the Additional Land and the Declarant is entitled to exercise certain special declarant rights under the Association Documents. When all the land described in Exhibits A and B to the Declaration or amendments thereto has been conveyed to Owners other than the Declarant, all of the Submitted Land has been conveyed to Owners other than the Declarant or a Builder and all bonds filed by the Declarant with respect to the Property or the Additional Land have been released, then the Development Period shall end.

(16) "Land Records" means the land records of Loudoun County, Virginia, the jurisdiction in which the Property and the Additional Land are located.

(17) "Lot" means a portion of the Property which is a separate subdivided lot of record or any other parcel of Submitted Land held in separate ownership (but not including the Submitted Land designated as Common Area and owned by the Association or dedicated for public street purposes) together with any improvements now or hereafter appurtenant to that Submitted Land.

(18) "Majority Vote" means a simple majority (more than fifty percent) of the votes entitled to be cast by members present in person or by proxy at a duly held meeting of the members at which a quorum is present. Any vote of a specified percentage of members means that percentage with respect to the total number of votes actually cast by members present in person or by proxy at a duly held meeting at which a quorum is present. Any vote by a specified percentage of the Board of Directors (or

committee) means that percentage with respect to votes entitled to be cast by directors (or committee members) present at a duly held meeting of the Board of Directors (or committee) at which a quorum is present. Any vote of or approval by a specified percentage of the Mortgagees means a vote of or approval by the Mortgagees calculated based on one vote for each Lot on which a Mortgage is held by a Mortgagee.

(19) "Mortgagee" means an institutional lender (one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such lender, or any combination of any of the foregoing entities) holding a first mortgage or first deed of trust ("Mortgage") encumbering a Lot which has notified the Board of Directors of its status in writing pursuant to Section 13.2 of the Declaration and has requested all rights under the Association Documents. Only for purposes of the notice and inspection rights in Articles 13, 14 and 15 of the Declaration, the term "Mortgagee" shall also include the Federal Housing Administration (FHA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the Department of Veterans Affairs (VA), the Government National Mortgage Association (GNMA) and any other public or private secondary mortgage market entity participating in purchasing, guarantying or insuring Mortgages which has notified the Board of Directors of such participation in writing ("Secondary Mortgage Agencies").

(20) "Officer" means any Person holding office pursuant to Article 6 of the Bylaws.

(21) "Owner" means one or more Persons who own a Lot in fee simple, but does not mean a Person having an interest in a Lot solely by virtue of an unrecorded contract or as security for an obligation.

(22) "Person" means a natural person, corporation, partnership, association, trust or other entity capable of holding title or any combination thereof.

(23) "Property" means, at any given time, the Submitted Land together with all improvements and appurtenances thereto now or hereafter existing.

(24) "Rules and Regulations" means the rules and regulations governing the use, occupancy, operation and physical appearance of the Property adopted from time to time by the Board of Directors.

(25) "Submitted Land" means the land designated as such in Exhibit A to the Declaration and all land which is from time to time submitted to the Declaration (including Lots and Common Area). "Additional Land" means the land so designated in Exhibit B to the Declaration, as amended from time to time, which the Declarant may submit to the Declaration and to the jurisdiction of the Association pursuant to Section 4.1 of the Declaration.

(26) "Upkeep" means care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.

Section 2.2. Construction of Association Documents.

(a) Captions. The captions are inserted only for reference, and in no way define, limit or describe the scope of any provision.

(b) Pronouns. The use of the masculine gender shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

(c) Severability. Each provision of an Association Document is severable from every other provision, and the invalidity of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any provision of the Association Documents is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent practicable, the provision shall be enforced.

(d) Interpretation. If there is any conflict among the Association Documents, the Declaration, and thereafter the applicable Supplementary Declaration, shall control, except as to matters of compliance with the Act, in which case the Articles of Incorporation shall control. Particular provisions shall control general provisions, except that a construction consistent with the Act shall in all cases control over any construction inconsistent therewith. The provisions of the Bylaws shall control over any conflicting provision of any rule, regulation or other resolution adopted pursuant to any of the Association Documents. The Association Documents shall be construed together and shall be deemed to incorporate one another in full. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others.

### ARTICLE 3

#### PURPOSES AND LIMITATIONS

The Association does not contemplate pecuniary gain or profit to its members. No part of any net earnings shall be paid to any director, Officer or member, and as such they will have no interest in or any title to any of the property or assets of the Association except in accordance with the provision herein relating to dissolution. Nothing shall prohibit the Association from reimbursing its directors and Officers for services performed or for all reasonable expenses incurred in performing services for the Association. The purposes for which the Association is organized are to:

- (1) provide for the Upkeep of the Common Area and, to the extent provided in the Association Documents, of the Lots;
- (2) establish and administer the architectural, landscaping and maintenance standards governing the Property;
- (3) promote and provide for the health, safety, convenience, comfort and the general welfare of the Owners of the Lots and the occupants of the Property;
- (4) impose, collect and disburse dues and Assessments in accordance with the provisions of the Declaration;
- (5) exercise all other powers and perform all duties and obligations of the Association as set forth in the Association Documents with respect to all or any portion of the Property; and
- (6) exercise the powers now or hereafter conferred by law on Virginia nonstock corporations as may be necessary or desirable to accomplish the purposes set forth above.

### ARTICLE 4

#### MEMBERSHIP AND VOTING

Section 4.1. Membership. Members of the Association shall at all times be, and be limited to, the Declarant (during the Development Period) and the Persons who constitute Owners of the Lots. If more than one Person owns a Lot, then all of the Persons who own such Lot shall collectively constitute one Owner and be one member of the Association. Each such Person is entitled to attend all meetings of the Association. Membership in the Association is mandatory and automatic.

Section 4.2. Classes of Members; Voting Rights.

(a) Classes; Voting Rights. The Association shall have the following classes of members:

The Class A members shall be the Owners, other than the Declarant during the Declarant Control Period. During the Declarant Control Period a Class A member shall have one vote for each Lot owned upon the earlier of: (i) initial occupancy of the Lot; or (ii) conveyance to an Owner other than the Declarant or a Builder. After the Declarant Control Period, a Class A member shall have one vote for every Lot owned.

The Class B member shall be the Declarant. During the Declarant Control Period, the Class B member shall have 167 votes less the number of votes held by the Class A members when a vote is taken. If land that was not originally described in Exhibit B to the Declaration is subjected to the Declaration, then the number of votes of the Class B member described above shall be increased by one and one-half times the number of votes that would be appurtenant to any Lots located on such land if such land were fully developed under the applicable zoning and subdivision ordinances.

The Class B membership shall expire at the end of the Declarant Control Period and the Declarant shall become a Class A member.

(b) Additional Provisions Governing Voting. Additional provisions governing voting rights and procedures shall be as set forth in Article 3 of the Bylaws.

Section 4.3. Required Vote. A Majority Vote of the members shall be necessary for the adoption of any matter voted upon, except as otherwise provided herein. Directors shall be elected in accordance with Article 5 hereof. The Bylaws shall be amended only in accordance with the terms thereof. The Association is also bound by the requirements set forth in the Declaration and shall not take any action in violation thereof. Voting shall not be conducted by class, unless specifically stated otherwise.

Section 4.4. Cumulative Voting. There shall be no cumulative voting.

ARTICLE 5

BOARD OF DIRECTORS

Section 5.1. Initial Directors. The three initial directors of the Association are Stuart E. Butler, William A.

Moran and Sharon L. Bobel, each of whose business address is: 6820 Elm Street, Suite 200, McLean, Virginia 22101. The initial directors shall serve until their successors are elected in accordance with Section 5.2 hereof. The Class B member shall be entitled to remove and replace the initial directors at will.

Section 5.2. Election of Directors and Term of Office

(a) Declarant-Controlled Board of Directors. The initial Board of Directors consists of three Persons; thereafter, the number of directors may be increased to not more than five directors pursuant to this section and Section 4.2 of the Bylaws. Except as provided in this section, all directors shall be elected by the Class B member who shall elect, remove and replace such directors at will, and designate the terms thereof, until the meeting described in Subsection 5.2(b) at which the Class A members are entitled to elect a majority of the directors. The term of office of at least one but less than three of the directors elected by the Class B member at the first election of directors shall expire at the third annual meeting following their election, the term of office of at least one but less than three of the directors shall expire at the second annual meeting and the term of office of at least one but less than three of the directors shall expire at the first annual meeting following their election. The actual number of directors whose term of office expires at each of the three annual meetings described in the preceding sentence shall be one-third (or a fraction as near to one-third as possible) of the total number of directors. Thereafter, each director shall serve for a three-year term. If the aggregate number of directors is changed, terms shall be established so that one-third (or a fraction as near to one-third as possible) of the total number of directors is elected each year.

(b) Owner-Controlled Board of Directors. At the first annual meeting of the Association following the end of the Declarant Control Period or at any special meeting called by the Class B member to transfer control of the Board of Directors, the number of directors shall be increased to five and the directors elected by the Class B member shall resign as necessary to allow a majority of directors to be elected by all classes of members. Thereafter all directors shall be elected by all members with voting rights.

Persons elected shall serve for the remainder of the terms of the directors replaced, or if no resignation was required, for the terms of office necessary so that the term of office of one-third (or a fraction as near to one-third as possible) of the directors shall expire at the first three annual meetings after their election. The directors receiving the greatest vote shall be elected for the longest available terms. All successor

directors shall be elected to serve for staggered terms of three years unless elected to fill a vacancy in which case such director shall serve as provided in Section 5.6 hereof. Except for death, resignation or removal, the directors shall hold office until their respective successors shall have been elected. If an election is not held when required, the directors holding over shall have the authority and power to manage the business of the Association until their successors are duly elected.

Section 5.3. Qualifications. No person shall be eligible for election as a member of the Board of Directors unless such person is an Owner, the Declarant (or a designee of the Declarant) or a Mortgagee in possession (or a designee of a Mortgagee in possession). No Owner or representative of such Owner shall be elected as a director or continue to serve as a director if such Owner is more than sixty days delinquent in meeting financial obligations to the Association or found by the Board of Directors after hearing to be in violation of the Association Documents.

Section 5.4. Action by Board of Directors. At all meetings of the Board of Directors a majority of the total number of directors shall constitute a quorum for the transaction of business. A Majority Vote of the directors while a quorum is present shall constitute a decision of the Board of Directors, unless otherwise provided in the Act, these Articles of Incorporation or the Bylaws. The Board of Directors may not mortgage, pledge or dedicate to the repayment of indebtedness or otherwise transfer, convey or encumber any or all of the Association property without the approval of the members and Mortgagees as required by Section 14.4 of the Declaration.

Section 5.5. Removal or Resignation of Directors. Except with respect to initial directors, directors elected by the Class B member and replacements thereof, at any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by members entitled to cast a majority of the total number of votes and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given at least ten days notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. The notice given to members of such meeting shall state that one of the purposes of the meeting is to remove such director. The Class B member may remove and replace any initial director or any director elected by the Class B member or a replacement thereof at will, pursuant to Section 5.2 hereof. A director may resign at any time by giving notice to the Board of Directors, the President or the Secretary. Unless otherwise specified, such resignation shall

take effect upon the receipt thereof and the acceptance of such resignation shall not be necessary to make it effective. Except for initial directors, directors elected by the Class B member or replacements thereof, a director shall be deemed to have resigned upon disposition by the Owner of the Lot which made such person eligible to be a director, or if such director is not in attendance at three consecutive regular meetings of the Board without approval for such absence, and the minutes reflect the director's resignation pursuant to this section.

Section 5.6. Vacancies. Vacancies on the Board of Directors caused by any reason other than: (i) the removal of a director by the members; or (ii) removal or resignation of an initial director or a director elected by the Class B member shall be filled by a Majority Vote of the remaining directors at the meeting of the Board held for such purpose promptly after the occurrence of such vacancy or, if the directors remaining in office constitute fewer than a quorum, an affirmative vote of the majority of the directors remaining in office even though the directors present at such meeting constitute less than a quorum. Each person so elected shall be a director until a successor shall be elected at the next annual meeting of the Association. Vacancies caused by removal of a director by the members shall be filled by a vote of the members, pursuant to Sections 4.2 and 5.5 hereof, and the successor director shall serve the remainder of the term of the director being replaced. The Class B member shall designate the successor to an initial director or any director elected by the Class B member. The term of the replacement directors shall expire so that the staggered terms shall remain unaffected.

## ARTICLE 6

### INITIAL REGISTERED OFFICE AND AGENT

The initial registered office for the Association is located in Fairfax County at 3110 Fairview Park Drive, Falls Church, Virginia 22042, at which office the initial registered agent of the Association is Robert M. Diamond who meets the requirements of Section 13.1-833 of the Act by reason of the fact that he is a resident of Virginia and a member of the Virginia State Bar.

## ARTICLE 7

### AMENDMENT

These Articles may be amended if the amendment is adopted by members entitled to cast at least seventy-five percent of the total number of votes, including a majority of the votes of the

Class B member, if any. No amendment to these Articles may diminish or impair the rights of the Declarant without the prior written consent of the Declarant. The Association shall take no action to amend the Articles of Incorporation in violation of Section 14.4 of the Declaration.

ARTICLE 8

DISSOLUTION

The Association may be dissolved if the resolution to dissolve is adopted by members entitled to cast at least sixty-seven percent of the total number of votes of each class of the members. The Association may not be dissolved during the Development Period without the written consent of the Declarant. The Association shall take no action to dissolve the Association or transfer Common Area except in accordance with Sections 14.4 and 15 of the Declaration.

IN WITNESS WHEREOF, the incorporator of the Association has signed these Articles of Incorporation on June 25, 1993

William K. Garner  
Incorporator

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

June 29, 1993

The State Corporation Commission has found the accompanying articles submitted on behalf of

OLD STERLING GABLE CONSERVANCY

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective June 29, 1993.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner

CORPACPT  
CIS20436  
93-06-28-0159

# Commonwealth of Virginia



## State Corporation Commission

I Certify the Following from the Records of the Commission:

the foregoing is a true copy of all documents constituting the charter of OLD STERLING GABLE CONSERVANCY.

Nothing more is hereby certified.



Signed and Sealed at Richmond  
on this Date: June 29, 1993

*William J. Bridge*

William J. Bridge, Clerk of the Commission