

ARTICLES OF INCORPORATION
OF
THE WHITTIER PARK HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of the Virginia Nonstock Corporation Act (Chapter 10 of Title 13.1 of the Code of Virginia), the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

1.1 The name of the corporation is The Whittier Park Homeowners Association, Inc. (hereinafter called the "Association").

1.2 The initial registered office of the Association is located at 100 North Pitt Street, Suite 201, Alexandria, VA 22314-3134, located in the City of Alexandria.

1.3 Douglas E. McKinley, who is a resident of Virginia and a member of the Virginia State Bar, and whose business address is 100 North Pitt Street, Suite 201, Alexandria, VA 22314-3134, is hereby appointed the initial registered agent of the Association.

ARTICLE II

PURPOSES AND POWERS OF THE ASSOCIATION

2.1 The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in The Whittier Park Declaration of Covenants and Restrictions (hereinafter called the "Declaration"), and all Supplementary Declarations thereto, applicable to all or any part of the property subjected to the Declaration (the "Property") in the Land Records of Arlington County, Virginia, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein and made a part hereof. Unless the context requires otherwise, the term Declaration shall include all Supplementary Declarations.

(b) To provide for the maintenance, preservation and architectural control of the Lots and Common Areas (as said terms are defined in the Declaration) within that certain Property as described in the Declaration, and any and all other properties which may be annexed thereto in accordance with the provisions of the Declaration.

(c) To promote the general health, safety and welfare of the residents within the residential community created at the Property.

(d) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in any and all easement and cost-sharing agreements affecting the Property, as the same may be amended from time to time.

2.2 Without limiting the generality thereof, subject to such limitations as are set forth in the Declaration, said powers and duties of the Association shall be;

(a) To acquire (by gift, purchase or otherwise), own, hold, improve, maintain, manage, lease, pledge, convey, transfer or dedicate real or personal property for the benefit of its members in connection with the affairs of the Association, except that the

acquisition, mortgaging or disposal of Common Areas or improvements, or both, shall be subject to the provisions of the Declaration.

(b) To establish, and amend from time to time, rules and regulations for the use of the Association's property.

(c) To review, modify, and approve architectural standards adopted by the Architectural Review Board in accordance with the provisions of the Declaration.

(d) To fix, levy and collect assessments as provided in the Declaration.

(e) To pay all expenses incident to the conduct of business of the Association.

(f) To enter into, make, grant, perform, enforce and vacate contracts, agreements, licenses, leases, easements and/or rights-of-way over and across the Common Areas, as may become necessary, or as deemed reasonable by the Board of Directors, or those anticipated pursuant to easement and cost-sharing agreements and other agreements affecting the Property, or as otherwise provided in accordance with the provisions of the Declaration.

(g) To employ, enter into contracts with, delegate authority to and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association.

(h) To participate in mergers and consolidations with other corporations as provided in the Declaration.

(i) To perform such acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, for

enforcing or effectuating any of the provisions of the Declaration, these Articles, and the Bylaws of the Association.

(j) To regulate the external design, appearance and location of the Association's property and the improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among the structures and the natural vegetation and topography.

(k) To form subsidiary corporations.

(l) To exercise any and all powers, rights and privileges which a corporation organized under the Virginia Nonstock Corporation Act by law may now or hereafter have or exercise.

ARTICLE III

MEMBERSHIP AND VOTING

3.1 Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the Declaration 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.

Class A. Class A members shall be all owners of Lots, except the Class B member. Class A members shall be entitled to one vote for each Lot owned.

Class B. The Class B member shall be Whittier Park, L.L.C., a Virginia limited liability company (the "Developer"), its successors and assigns, to whom the Developer assigns any or all of its rights as Developer pursuant to the Declaration, by assignment recorded in the Land Records of Arlington County, Virginia, or who is a

purchaser at foreclosure with respect to the Developer's interest in the Property or a grantee in a deed in lieu of foreclosure from the Developer, who acquires not less than ten (10) lots. The Class B member shall have three (3) votes for each Lot in which it owns a fee or undivided fee interest.

The Class B membership and Class B voting rights shall cease, and be converted to a Class A membership with Class A voting rights, upon the earlier to occur of the following events: (i) when at least seventy-five percent (75%) of the Lots at the Property have been conveyed by the Developer to individuals or entities other than the Developer or an assignee or successor to the Developer as described hereinabove, or (ii) five (5) years after settlement on the sale of the first Lot to an Owner other than the Developer; provided, however, that in the event of the annexation of additional properties pursuant to the Declaration, the Class B membership shall be revived with respect to those Lots contained in the annexed property, which Class B membership shall cease and be converted to Class A membership with Class A voting rights upon the earlier to occur of the following events: (i) when at least seventy-five percent (75%) of the Lots in such annexed property have been conveyed by the Developer to individuals or entities other than the Developer or an assignee or successor to the Developer as described hereinabove, or (ii) five (5) years after the date of recordation of the Supplementary Declaration subjecting such annexed property to the provisions of the Declaration.

If any membership is held by more than one person, the voting rights appurtenant to that membership may be exercised by any one of the members holding that membership, unless any objection or protest by any other holder of such membership is made

prior to the completion of a vote, in which case the vote for such membership shall not be counted, but the member whose vote is in dispute shall be counted as present at the meeting for quorum purposes if the protest is lodged at such meeting. Except in the case of the Class B voting rights, in no event shall more than one vote be cast with respect to any Lot.

3.2 Class A members and Class B members shall have voting rights, as the same are expressly set forth in the Declaration, including the right to approve (i) a raise in the maximum annual assessments which is greater than allowed by the Declaration, (ii) special capital improvement assessments, (iii) mergers, consolidations or dissolution of the Association, (iv) the conveyance, dedication or mortgaging of the Common Areas, and (v) amendments to the Declaration and to the Supplementary Declaration.

3.3 Except as provided otherwise by law, where a vote of the members is required, the Board of Directors shall determine by resolution whether the questions shall be decided by ballot vote at a meeting or by mail or at polling places designated by the Board, and shall give notice thereof as provided in the Bylaws.

ARTICLE IV

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who need not be members of the Association. The number and method of selection shall be as provided in the Bylaws of the Association. The initial Board of Directors shall consist of three (3) Directors appointed by the Developer. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Wallace F. Holladay, Jr.	c/o The Holladay Corporation 3400 Idaho Avenue, N.W. Suite 500 Washington, D.C. 20016
Jonathan B. Cox	c/o The Holladay Corporation 3400 Idaho Avenue, N.W. Suite 500 Washington, D.C. 20016
Rita J. Bamberger	c/o The Holladay Corporation 3400 Idaho Avenue, N.W. Suite 500 Washington, D.C. 20016

ARTICLE V

DURATION

The corporation shall exist perpetually unless dissolved as provided in Article VI.

ARTICLE VI

DISSOLUTION

The Association may be dissolved at a duly held meeting at which a quorum is present upon the approval of (i) at least seventy-five percent (75%) of the votes, in person or by proxy, of the Class A members, (ii) the Class B member, if the Class B membership still exists, and (iii) at least sixty-seven percent (67%) of the First Mortgagees (as defined in the Declaration). Prior to dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be offered for dedication to Arlington County, Virginia. In the event that such dedication is refused acceptance upon dissolution,

such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE VII

SEVERABILITY

Invalidation of any of these articles or sections of articles by judgment or court order shall in no way effect any other provisions, which shall remain in full force and effect.

ARTICLE VIII

ANNEXATION

Additional properties may be annexed to the area subject to the Association as provided in the Declaration.

ARTICLE IX

AMENDMENTS

Amendment of these Articles shall require the approval of (i) at least seventy-five percent (75%) of the votes of the Class A members and (ii) consent of the Class B member, so long as the Class B membership exists.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the Commonwealth of Virginia, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation as of the 30th day of April, 1998.

INCORPORATORS

Wallace F. Holladay, Jr.
Wallace F. Holladay, Jr.

Jonathan B. Cox
Jonathan B. Cox

Rita J. Bamberger
Rita J. Bamberger