COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

July 12, 1999

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

LANSDOWNE CONSERVANCY

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

Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective July 12, 1999, at 03:53 PM.

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 T. V. Morrison Jr.

Commissioner

99-07-06-0145
AMENACPT
CIS20436

Commonwealth of Virginia

State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the ARTICLES OF AMENDMENT of LANSDOWNE CONSERVANCY issued July 12, 1999.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
July 15, 1999

Joel H. Peck

Joel H. Peck, Clerk of the Commission

STATE CORPORATION COMMISSION VIRGINIA SIC SEMPER TYRANNIS 1903

CIS20502

ARTICLES OF AMENDMENT
OF
SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
LANSDOWNE CONSERVANCY

Pursuant to the provisions of Sections 13.1-886 through 13.1-889 of the Virginia Nonstock Corporation Act (Title 13.1, Chapter 10, Code of Virginia, 1950 edition), as amended, ("Act") the undersigned corporation, Lansdowne Conservancy ("Association") a Virginia nonstock corporation, hereby certifies to the Commonwealth of Virginia State Corporation Commission that:

FIRST: The name of the corporation is Lansdowne Conservancy.

SECOND: The Second Amended and Restated Articles of Incorporation for Lansdowne Conservancy are hereby amended as follows:

A. Section 5.1 is hereby deleted in its entirety and the following substituted in lieu thereof:

Section 5.1. Election of Directors by Xerox Realty.

For so long as Xerox Realty Corporation itself, or any of its affiliates, is the Declarant and owns not less than twenty-five percent (25%) of the Property, but in no event beyond the end of the year 2005, the Declarant shall elect all the directors; this sentence shall supersede all other provisions of this Article 5. Upon any Person becoming Declarant other than Xerox Realty Corporation, this Section 5.1 shall become void and thereafter shall be of no force or effect.

B. Section 2.1(18)(f) is hereby deleted in its entirety and the following substituted in lieu thereof:

(f) "Senior Lot" means any portion of the Property upon which the improvements constructed or to be constructed are primarily intended for use as a planned adult residential community with individually-owned residences occupied by persons fifty-five years of age or older (currently the "PD-AAAR" zoning district). Any portion of the Property which (i) has the same zoning as a Senior Lot, (ii) is subject to covenants dedicating such portion of the Property to the exclusive use of residents of one or more Senior Lots, and (iii) is not primarily intended for use as individually-owned residences, shall not be a Senior Lot, but such portion of the Property shall be subject to the Design Guidelines applicable to a Senior Lot and shall be deemed an appurtenance of the Senior Lots served by such Property. Each Senior Lot may be subjected to one or more condominium regimes and each separate condominium created on such portion of the Property shall constitute a separate "Senior Lot" and may be expanded and/or contracted as provided in the documents creating and governing such condominium.

<u>THIRD</u>: The members approved the foregoing amendments to the Second Amended and Restated Articles of Incorporation by unanimous vote at a meeting of the members duly held on April 9, 1999 at which a quorum was present (in compliance with the vote required by Section 13.1-886 of the Act and the Sixty-seven Percent Vote required by Article 7 of the Second Amended and Restated Articles of Incorporation).

<u>FOURTH</u>: The Certificate of Amendment shall become effective on the date of issuance.

IN WITNESS WHEREOF, the undersigned President of the Lansdowne Conservancy declares that the facts herein stated are true as of June 1, 1999.

LANSDOWNE CONSERVANCY, a Virginia nonstock corporation

By:
Name: Kevin J. Nicholas
Title: President

J:\DATA\CLIENT\10\10601\4THAMD.AOI
5/25/99 01:00

Commonwealth of Virginia

State Corporation Commission

I Certify the Following from the Records of the Commission:

the foregoing is a true copy of the ARTICLES OF AMENDMENT AND RESTATEMENT of LANSDOWNE CONSERVANCY issued August 31, 1998.

Nothing more is hereby certified.

STATE CORPORATION COMMISSION VIRGINIA SIC SEMPER TYRANNIS 1903

Signed and Sealed at Richmond on this Date: September 08, 1998

William J. Bridge

William J. Bridge, Clerk of the Commission

CIS20502

ARTICLES OF AMENDMENT AND RESTATEMENT
OF
ARTICLES OF INCORPORATION
LANSDOWNE CONSERVANCY

Pursuant to the provisions of Sections 13.1-886 through 13.1-889 of the Virginia Nonstock Corporation Act (Title 13.1, Chapter 10, Code of Virginia, 1950 edition), as amended, ("Act") the undersigned corporation, Lansdowne Conservancy ("Association") a Virginia nonstock corporation, hereby certifies to the Commonwealth of Virginia State Corporation Commission that:

FIRST: The name of the corporation is Lansdowne Conservancy.

SECOND: The Articles of Incorporation for Lansdowne Conservancy are hereby amended and restated as attached.

THIRD: The Board of Directors adopted a resolution approving the submission of the Second Amended and Restated Articles of Incorporation attached hereto to the members in accordance with Section 13.1-886 of the Act on February 23, 1998. The members approved the Amended and Restated Articles of Incorporation by a vote of 1,152.105 to 103.677 out of 1,255.782 votes entitled to be cast at a meeting of the members duly held on March 27, 1998 at which a quorum was present (in compliance with the vote required by Section 13.1-886 of the Act and the Sixty-seven Percent Vote required by Article 7 of the Articles of Incorporation).

FOURTH: The Certificate of Amendment and Restatement shall become effective on the date of issuance.

IN WITNESS WHEREOF, the undersigned President of the Lansdowne Conservancy declares that the facts herein stated are true as of August 13, 1998.

LANSDOWNE CONSERVANCY, a Virginia nonstock corporation

By: [signature]
Name: A. Roy Windham
Title: PRESIDENT

B:AMD4.AOI

SECOND AMENDED AND RESTATED

ARTICLES OF INCORPORATION

FOR

LANSDOWNE CONSERVANCY

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SECOND AMENDED AND RESTATED

ARTICLES OF INCORPORATION

FOR

LANSDOWNE CONSERVANCY

ARTICLE 1

NAME

The name of this corporation is Lansdowne 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 (the "Act").

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 shall have the meanings specified for such terms below.

(1) "Additional Real Estate" means the real estate so designated in Exhibit B to the Declaration.

(2) "Assessed Value" means the total assessed value of a Lot as determined each year by the real estate tax assessor (or similar official) for the jurisdiction in which the Lot is located at the time the Association makes initial assessments for such year. If the Assessed Value is subsequently adjusted during the Association's fiscal year, such adjustment shall not be taken into account. If any Lot is subdivided during any fiscal year, the Assessed Value of each Lot so created shall be as determined by the subdividing Owner in the deed of subdivision, or if no such determination is made, the Assessed Value of each Lot so created shall be in proportion to the relative acreage (as to land value) and relative square footage of the improvements (as to value of the improvements) on each such Lot (until a separate assessed value for each Lot is available from the real estate tax assessor); provided, however, that in any such event the combined Assessed Values of the new subdivided Lots and of the residue of the Lot(s) as previously existing shall not be less than the Assessed Value(s) of the Lot(s) before the subdivision. If a Lot is no longer assessed for real estate tax purposes, the Assessed Value of the Lot shall be determined by periodic independent appraisals to be obtained by the Board of Directors. Notwithstanding the foregoing, for any Senior Lot (defined below) which is subjected to a condominium regime in accordance with Chapter 4.2 of Title 55 of the Code of Virginia

(1950), as amended, the term "Assessed Value" means the sum of the aggregate assessed values (as determined by the real estate tax assessor or the Owner, as applicable) of all condominium units existing within such condominium regime, together with the units' appurtenant common elements. The "Assessed Value" of any Senior Lot which is not a condominium regime (i.e., either a legally subdivided lot out of or upon which no condominium regime has been created or the portion of a legally subdivided lot which has not yet been subjected to a condominium regime) shall be determined in the same manner as other Lots as set forth above in this Section 2.1(2), provided, however, that for any given year the combined Assessed Values of all Senior Lots, including those which are condominium regimes and those which are not condominium regimes, shall not be less than the Assessed Values of all Senior Lots that existed in the prior year (or, as to the initial year of assessments upon Senior Lots, not less than would have existed in the prior year if assessments had been made upon the land and any improvements within the Senior Lots), provided further, however, that subsequent year Assessed Values may decrease if and only if the value per unit of land only, as assessed by tax assessors, decreases, and in such event any reduction shall not exceed the percentage by which such land only assessments decreased. "Assessed Value" shall be calculated separately for (i) each individual condominium regime created on a portion of land constituting a Senior Lot, and (ii) any portions of such Lot which are not subject to any condominium regime(s).

(3) "Association" means Lansdowne Conservancy and, with respect to the rights and obligations of the Association set forth in the Declaration, its successors and assigns.

(4) "Association Documents" means collectively the Second Amended and Restated Articles of Incorporation for the Lansdowne Conservancy, the Declaration, the Bylaws, the Design Guidelines (defined in Section 1.1 of the Declaration) and the Rules and Regulations, as each of these may be amended from time to time. Any exhibit, schedule, certification or amendment to an Association Document shall be deemed a part of the Association Documents.

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

(6) "Building Envelope" means that portion of a Lot intended to be permanently enclosed by the outermost surface of the building structure or other structures located thereon, as expanded or reconstructed from time to time, extending both above and below the surface of the earth, including any supporting columns thereof and any balconies, or as may be otherwise described and defined in any amendment to the Declaration adding Additional Real Estate.

(7) "Bylaws" means the Second Amended and Restated Bylaws for

Lansdowne Conservancy, as amended from time to time.

(8) "Common Area" means, at any given time, any portion of the Property which the Association, by contract, lease, license, easement or otherwise, may lawfully maintain, repair, replace or control or which is otherwise available to the Association for the benefit, use and enjoyment of the Owners; provided, however, that real estate within the Property is not Common Area solely because it is burdened by an easement for utilities or dedicated as a public street or roadway. The Association shall not own any land in fee simple, unless it acquires it pursuant to the exercise of its rights set forth in Article 12 of the Declaration. A portion of the Common Area which the Association has the right to use and/or maintain for the benefit of the Owners may be located within a Lot. For the purposes of jurisdiction, operation and control, such portion of the Lot shall be treated as Common Area; for purposes of ownership, such portion shall be part of the Lot and shall be included in the calculation of voting rights and assessments.

(9) "Common Expenses" means all expenditures lawfully made and incurred on behalf of the Association, together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of the Association Documents. Except where the context clearly requires otherwise, any reference to Common Expenses is intended to include Limited Common Expenses.

(10) "Covenants Committee" means the committee that may be established by the Board of Directors 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.

(11) "Declarant" means Xerox Realty Corp., a Delaware corporation authorized to do business in the Commonwealth of Virginia. Following recordation of a document assigning to another Person all of the rights reserved to the Declarant under the Association Documents, the term "Declarant" shall mean that assignee.

(12) "Declaration" means the Second Amended and Restated Declaration for Lansdowne, as recorded among the Land Records, together with all amendments thereto: (i) duly amending the provisions of the Declaration, and (ii) submitting Additional Real Estate to the terms of the Declaration and the jurisdiction of the Association, whether or not (pursuant to Article 4 of the Declaration) such amendments add provisions to the Declaration reflecting the unique character of the real estate being added.

(13) "Development Period" means the period ending on the earliest of: (1) the later of (i) the tenth anniversary of the date of recordation of the Declaration or (ii) the tenth anniversary of the date of recordation of the most recent amendment to the Declaration made by the Declarant subjecting Additional Real

Estate to the Declaration (provided, however, that once the Development Period has expired, the recordation of a subsequent amendment to the Declaration shall not reinstate the Development Period; and provided, further, that if the Declarant 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 Declarant's control, then the aforesaid period shall be extended for the length of the delay or three years, whichever is less); (2) the date the number of votes of all other classes of members exceeds the number of votes of the Declarant; or (3) the date specified by the Declarant in a written notice to the Association that the Development Period is to terminate on that date.

(14) "Development Plan" means the Lansdowne Development Concept Plan for the Property and Additional Real Estate as approved by resolutions of the Board of Supervisors of Loudoun County on December 16, 1985, as amended from time to time, and such additional development as may be approved for any Additional Real Estate.

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

(16) "Limited Common Area" means a portion of the Common Area which has been designated by the Declarant pursuant to Section 3.9 of the Declaration for the exclusive use of one or more but less than all of the Owners.

(17) "Limited Common Expenses" means expenses separately assessed against one or more but less than all of the Lots.

(18) "Lot" means a portion of the Property designated as a separate subdivided lot of record on a plat of subdivision, resubdivision or consolidation of the Property recorded among the Land Records and includes any improvements now or hereafter appurtenant to that real estate. "Lot" shall also mean any portion of the Property the ownership of which is transferred to an adjacent owner by a boundary line adjustment and that part of the Property to which the portion is added. Except for condominium units created within a "Senior Lot" (defined below), the term "Lot" also means any condominium unit created in accordance with Chapter 4.2 of Title 55 of the Code of Virginia (1950), as amended. Notwithstanding anything contained herein, no condominium unit created within a Senior Lot shall be deemed to be a "Lot." Each Lot shall be identified as one of the following types:

(a) "Civic Lot" means any Lot containing improvements primarily used and occupied for a public purpose and owned by a governmental entity or nonprofit entity, including without limitation schools, fire and rescue stations, police stations, libraries and parks. If a Civic Lot is no longer used and occupied for a public purpose and owned by a governmental entity or nonprofit entity, such Lot shall no longer be a Civic Lot and shall be treated as a Residential Lot, Corporate Center Lot, Recreational Lot, Senior Lot, Educational Lot or Declarant Lot, as may be appropriate. Likewise, a Lot owned by a governmental entity or nonprofit entity containing improvements used primarily for office purposes shall be a Corporate Center Lot.

(b) "Corporate Center Lot" means any Lot (i) containing, primarily, governmental or quasi-governmental office, office building, retail use, restaurant, hotel, health care, day-care or other nonresidential uses not otherwise expressly categorized in the Declaration, or (ii) existing or created upon the portion of the Property described as Corporate Center property in an amendment to the Declaration.

(c) "Educational Lot" means (i) any Lot which is zoned for educational use(s), or (ii) any Lot upon which the improvements are primarily used and occupied for educational purposes, together with any related Ancillary Uses (as defined below) owned or operated by any Person: (A) qualifying under Section 501(c) of the Internal Revenue Code of 1986 (as amended from time to time) and offering courses or programs of study or instruction beyond the secondary level, which has received all necessary approvals from the Virginia State Council of Higher Education for the conferring of degrees, diplomas or certificates in Virginia, all in compliance with the provisions of Chapter 21 of the Code of Virginia and the regulations promulgated thereunder; or (B) operating a training center (as opposed to a conference center) offering courses or programs of study or instruction for the continuing education, development and training of such Person's employees or the employees of others. An Educational Lot may also contain improvements used and occupied for certain "Ancillary Uses" which must be operated primarily to serve the faculty, staff and students of the facility in a manner which is ancillary and compatible with educational activities and which may include without limitation (i) recreational facilities (all of which may be made available on a private membership basis to, but shall not serve principally, members of the general public), (ii) offices and retail shops, (iii) research offices and facilities for theoretical and applied research in all the sciences, product development and testing and engineering development, (iv) a hospitality center including meeting rooms, internal support facilities and rooms to accommodate overnight guests and (v) traditional student dormitories and housing units available to faculty, staff, students, administrators, support personnel, directors, trustees and sponsors of the facility. If an Educational Lot is no longer zoned, or primarily used and occupied, for educational purposes or any Ancillary Uses, such Lot shall no longer be an Educational Lot and shall be treated as a Civic Lot, Residential Lot, Corporate Center Lot, or other category of Lot, as may be appropriate.

(d) "Recreational Lot" means (i) the Lot which is, or is part of, the portion of the Property described as Recreational property in an amendment to the Declaration, and (ii) any other Lot (A) which is used or intended by Declarant to be used primarily for recreational purposes, including but not limited to the development and maintenance of such uses or facilities, and (B) which is designated as a Recreational Lot in an amendment to the Declaration submitting such Lot to the jurisdiction of the Association.

(e) "Residential Lot" means any Lot upon which the improvements constructed or to be constructed are primarily intended for use and occupancy as a permanent residence and, unless otherwise specified, include without limitation Lots containing rental apartments, condominium units, townhouses or single family homes, but excluding any Lot that is a Corporate Center Lot.

(f) "Senior Lot" means any legally subdivided lot within the Property that currently exists as Lots 1 and 2A, Section 1B, and Lot 3, Section 2A, upon which the improvements constructed or to be constructed are primarily intended for use as senior, age-restricted, permanent, individually owned condominium residences, as well as any condominium regime created upon or within such Property. Each legally subdivided Senior Lot may be subjected to one or more condominium regimes; each separate condominium regime so created shall constitute a separate "Senior Lot" and shall be expanded and/or contracted as provided in the documents creating and governing such condominium.

(19) "Majority Vote" means a simple majority (more than fifty percent) of the votes entitled to be cast by or on behalf of Persons present in person or by proxy at a duly held meeting, of the members of the Association, of the Board of Directors, or of any committee or subcommittee existing or appointed pursuant to the Association Documents, as applicable, at which a quorum is present. Unless otherwise defined, (i) any vote of any other specified percentage of members of the Association means that percentage with respect to the total number of votes entitled to be cast by or on behalf of Persons present in person or by proxy at a duly held meeting at which a quorum is present; (ii) any vote by any other specified percentage of the Board of Directors (or the Covenants Committee) means that percentage with respect to votes entitled to be cast by or on behalf of Persons present at a duly held meeting of the Board of Directors (or Committee) at which a quorum is present; and (iii) any vote of or approval by a specified percentage of the Mortgagees means a vote of or approval by the Mortgagees of Lots calculated according to the number of votes allocated to the Lots on which each has a Mortgage.

(20) "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 any Lot that is not residential in its planned or existing use.

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

(22) "Owner" means one or more Persons who own a Lot in fee simple, but does not mean any Person having an interest in a Lot solely by virtue of an unrecorded contract or as security for an obligation. Notwithstanding anything contained herein, for any Senior Lot which is a condominium regime in accordance with Chapter 4.2 of Title 55 of the Code of Virginia (1950), as amended, the word "Owner" means the Subassociation established pursuant to the documents creating such condominium.

(23) "Person" means a natural person, corporation, limited liability company, partnership, association, trust or other entity capable of holding title to real estate, or any combination thereof.

(24) "Property" means, at any given time, the real estate then subject to the Declaration (including Lots and Common Area) and includes all improvements and appurtenances thereto now or hereafter existing.

(25) "Reserved Common Area" means a portion of the Common Area for which the Board of Directors has granted a revocable license for exclusive use by one or more but less than all of the Owners, pursuant to Section 3.9 of the Declaration.

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

(27) "Subassociation" means an owners association, including but not necessarily limited to a homeowners association or condominium unit owners association, created by a declaration or other appropriate instrument recorded among the Land Records which subjects a portion of the Property to covenants, conditions and/or restrictions additional to those set forth in the Declaration and grants rights to such association with respect to such portion of the Property. During the Development Period, any such association shall be created only by the Declarant or with its consent, in its sole discretion, or by any Owner that owns all the Lots of a particular category described under the definition of "Lots",

above, such as but not limited to the Residential or Senior Lots.

(28) "Two-thirds Vote" means, with respect to a vote of the members of the Association or of the Board of Directors, a vote of not less than two-thirds of the total votes existing in the Association or, if a Board vote, of the total number of directors, regardless of how many members or directors, as applicable, are present at the time of the vote.

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

Section 2.2. <u>Construction of Association Documents</u>.

(a) <u>Captions</u>. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the document in which used or any provision thereof.

(b) <u>Pronouns</u>. 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 <u>vice versa</u>, whenever the context so requires.

(c) <u>Severability</u>. 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) <u>Interpretation</u>. If there is any conflict between the Association Documents, the Declaration shall control, except as to matters of compliance with the Act, then 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 the provisions of any rule, regulation or other resolution adopted pursuant to any of the Association Documents.

ARTICLE 3

<u>PURPOSES AND POWERS</u>

The Association does not contemplate pecuniary gain or profit to the members thereof, nor the ownership of any Common Area. The

Association is intended to be an assessment- and lien-supported organization for the purposes of ensuring Upkeep within the Property and the enforcement of certain obligations set forth in the Association Documents. More specifically, the purposes for which the Association is organized are to:

(1) provide for the Upkeep of the Common Area, streets and, to the extent provided in the Association Documents, Lots;

(2) establish and administer the architectural standards governing the Property, including without limitation the Design Guidelines; and

(3) exercise all powers and rights and perform all duties and obligations of the Association as set forth in the Association Documents.

The Association also is authorized to exercise the powers now or hereafter conferred by law on Virginia nonstock corporations. Notwithstanding anything contained herein, the Association has and shall have no authority to own as Common Area any land in fee simple, nor shall it have the authority to own any land in fee simple; provided, however, that nothing contained herein shall prohibit the Association from acquiring Lots pursuant to the exercise of its rights relating to or resulting from lien enforcement that are set forth in Article 12 of the Declaration.

ARTICLE 4

MEMBERSHIP AND VOTING

Section 4.1. Membership. Members of the Association shall at all times be, and be limited to, 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, and each such Person is entitled to attend all meetings of the Association. With respect to each Senior Lot that is a condominium regime, the individual unit owners of such condominium(s) shall be entitled to attend all meetings of the Association; provided, however, that the votes appurtenant to such Senior Lot shall be cast only by the representative(s) of the Subassociation of such Senior Lot. Membership in the Association is mandatory.

Section 4.2. Classes of Members; Voting Rights.

(a) Classes; Voting Rights. The Association shall have six classes of members, each of which is defined as follows:

The Civic Class shall be the Owners of Civic Lots and shall have no votes.

The Corporate Center Class shall be the Owners of Corporate Center Lots, and each such member shall have one vote for each one hundred thousand dollars of Assessed Value, rounded to the nearest tenth of a vote.

The Declarant Class shall be the Declarant, which shall have the number of votes equal to three times the total number of votes held by the Educational members, the Corporate Center members, the Residential members, the Senior members and the Recreational members until the annual meeting occurring in the year 2002. After such annual meeting and until the annual meeting of the Association occurring in the year 2008, the Declarant member shall have the number of votes equal to two times the total number of votes held by the Educational members, the Corporate Center members, the Residential members, the Senior members and the Recreational members. Subsequent to the annual meeting occurring in the year 2008 and until the Declarant member no longer owns any Lots or December 31, 2025, whichever occurs earlier, the Declarant member shall have the number of votes equal to the total number of votes held by the Educational members, the Corporate Center members, the Residential members, the Senior members and the Recreational members. The Declarant shall also be entitled to exercise any voting rights appurtenant to Lots that it owns in any of the four voting Classes, said rights to be exercised, however, as votes of the applicable Classes, and not as votes of the Declarant Class. Notwithstanding the foregoing provisions of this paragraph, upon the expiration of the Development Period, the Declarant membership shall cease, and the Declarant thereafter shall be entitled to vote solely on the basis of one vote for each one hundred thousand dollars of Assessed Value, rounded to the nearest tenth of a vote, and within each class that applies to the Lots it then owns.

The Educational Class shall be the Owners of Educational Lots, and each such member shall have one vote for each one hundred thousand dollars of Assessed Value, rounded to the nearest tenth of a vote.

The Recreational Class shall be the Owners of Recreational Lots, and each such member shall have one vote for each one hundred thousand dollars of Assessed Value, rounded to the nearest tenth of a vote.

The Residential Class shall be the Owners of Residential Lots, and each such member shall have one vote for each one hundred thousand dollars of Assessed Value, rounded to the nearest tenth of a vote.

The Senior Class shall be the Owners of Senior Lots, and each such member shall have one vote for each one hundred thousand dollars of Assessed Value, rounded to the nearest tenth of a vote.

In addition, and notwithstanding the foregoing or any other provisions of the Association Documents to the contrary: (i) during the period immediately following the recordation of the first amendment to the Declaration which submits a Residential Lot or Lots to the Declaration and ending five (5) years thereafter, the votes allocated to the Residential Class of members shall be fixed and constant at 29% of the votes existing for all members of the Association other than the Declarant, and the votes of all members of the Association other than the Declarant and the Residential Class members shall share 71% of the votes not allocated to the Declarant during such period, although said 71% share shall be reallocated annually, as appropriate, and proportionately, based upon the one vote per hundred thousand dollars of Assessed Value formula set forth above; (ii) the total number of votes for members of the Residential Class likewise shall be fixed and constant for each three (3) year period following such 5 year period and be based upon the latest Assessed Values known at the beginning of each such subsequent period, and the total votes of all members of the Association other than the Declarant and the members of the Residential Classes shall share that percentage of the total votes not allocated to the Declarant or to the members of the Residential Class, although said share of votes not allocated to the Declarant or the members of the Residential Class shall be reallocated annually, as appropriate, and proportionately, based upon the one vote per hundred thousand dollars of Assessed Value formula set forth above; and (iii) the members of each class shall adjust their individual voting rights upward or downward proportionately within their class, if and as necessary, to ensure that each Owner is entitled to vote proportionately within the Owner's class.

(b) <u>Assignment of Voting Rights</u>. Any member may assign such member's voting rights, as such voting rights relate to a particular Lot owned by such member, to a lessee of such Lot; <u>provided</u>, <u>however</u>, that the initial term of the lease for such Lot is for a period of not less than fifteen years; and <u>provided</u>, <u>further</u>, that such assignment is evidenced by a written certificate signed by the member and witnessed by a person, other than the assignee, who shall sign their name and address. Such certificate shall be filed with the Secretary.

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

Section 4.3 <u>Required Vote</u>. A Majority Vote of the members shall be necessary for the adoption of any matter voted upon by the members, except that: (1) a Two-thirds Vote of the members shall be necessary to adopt any amendment of these Articles or to dissolve the Association; (2) the vote required to approve any amendment to these Articles or to the Bylaws or to dissolve the Association, made while there is a Declarant member, must include the affirmative vote of the Declarant member; and (3) Directors shall be elected in accordance with Section 5.2 below. The Association is also bound by the requirements set forth in the Declaration and shall not take any action in violation thereof.

ARTICLE 5

BOARD OF DIRECTORS

Section 5.1. Election of Directors by Xerox Realty.

For so long as Xerox Realty Corporation itself is the Declarant and owns not less than twenty-five percent (25%) of the Property, but in no event beyond the end of the year 2005, the Declarant shall elect all the directors; this sentence shall supersede all other provisions of this Article 5. Upon any Person becoming Declarant other than Xerox Realty Corporation, this Section 5.1 shall become void and thereafter shall be of no force or effect.

Section 5.2. Election of Directors and Term of Office.

(a) The Board of Directors consists of seven (7) Persons. Except as provided in this Article 5, all directors shall be elected by their respective Classes. One director shall be elected from or on behalf of each of the following Classes: the Corporate Center Class, the Senior Class, the Declarant Class, the Educational Class, and the Recreational Class. Two directors shall be elected from or on behalf of the Residential Class. The Declarant shall elect directors, with full discretion to replace them, not only for the Declarant Class but also for any Class for which it holds a majority of that Class's total votes. Upon the expiration of the Development Period, the Declarant Class board representative shall be replaced by an At-Large board representative elected by a Majority Vote of the Board of Directors. For a period of five years after the termination of service by the last of the directors elected by the Declarant member, the Declarant may appoint and replace from time to time a representative who shall be entitled to notice of all meetings of Board of Directors and to attend and speak (but not vote) at all Board meetings, in all respects as if such delegate were a member of the Board.

(b) The actual number of directors whose term of office expires at each annual meeting shall be one-third (or a fraction as near to one-third as possible) of the total number of directors. 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. Thereafter, each director shall serve for a three-year term. Members of the Board of Directors whose terms are expiring or have expired shall be replaced by a Majority Vote of the respective classes of members which they represented, calculated within each class pursuant to Section 5.3 below, or by the Declarant without a vote of all the members of the class, if the Declarant holds a majority of that class's total votes. 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.

Section 5.3. Election Procedures; Qualifications.

(a) Elections Committee. At least forty-five days prior to each meeting of the Association at which any of the directors are elected by members other than the Declarant member, the Board of Directors shall appoint an Elections Committee consisting of at least one member of the Board whose term is not then expiring and at least two other individuals who are not members of the Board. The Elections Committee shall develop election procedures and administer such procedures as are approved by the Board providing for election of directors by ballot of the members at annual meetings and, where appropriate, special meetings.

(b) Nominations. Any individual qualified to be a director representing a particular class of members may be nominated for election only by a nominating petition submitted to the chairman of the Elections Committee at least twenty-five days before the meeting at which the election is to be held, signed by Persons (including Subassociations) owning or representing, in the aggregate, at least five percent of the total number of votes in the applicable class and either signed by the nominee or accompanied by a document signed by the nominee indicating the willingness to serve as a director; *provided*, *however*, that additional nominations for directors for particular classes may be made by class members from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one individual has been nominated by petition. The nominee must either be present and consent to the nomination or have indicated in writing the willingness to serve.

(c) Qualifications. No individual shall be eligible for election as a member of the Board of Directors unless such individual is an Owner, an Owner's tenant, an Owner's designee (including a representative of a Subassociation), an officer, trustee, general partner or agent of an Owner (including a representative of a Subassociation), the Declarant (or a designee of the Declarant) or a Mortgagee (or a designee of a Mortgagee). 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.

(d) Residential and Senior Class Voting. If any Subassociation(s) having jurisdiction over all the Residential Lots or over all the Senior Lots implement procedures for the election, removal and replacement of the directors that represent their respective classes, either within their association documents (such as, but not necessarily limited to, articles of incorporation, bylaws and declarations) or otherwise, and such procedures are accepted by resolution of the Board of this Association, then the procedures set forth therein shall supersede the procedures set forth in this Section 5.3 and in Sections 5.5 and 5.6, as applicable. If there is any inconsistency between such accepted procedures and the Association Documents, the Association Documents shall prevail. If there is any disagreement or controversy between any such Subassociation and this Association regarding such procedures, the decision of the Board shall prevail.

(e) Exception During Development Period. Notwithstanding any other provision of this section, during the Development Period, the Board of Directors, with the consent of the Declarant, may waive or modify any requirements under (a) and (b) above.

Section 5.4. Action by Board of Directors. At all meetings of the Board of Directors four (4) directors shall constitute a quorum for the transaction of business, and a Majority Vote shall constitute a decision of the Board of Directors, unless otherwise provided in the Act, these Articles of Incorporation or the Bylaws; provided, however, that any recommendation by the Board to the Owners that they vote to take any of those actions identified as being extraordinary in Section 15.2 or Section 15.4 of the Declaration shall be made only upon a Two-thirds Vote of the Board. The Bylaws may be amended solely in accordance with Article 11 of the Bylaws. The Board of Directors may not pledge or dedicate to the repayment of indebtedness or otherwise transfer or encumber any or all of the Association assets without the approval of the members as required by Section 4.1 of the Bylaws.

Section 5.5. Removal or Resignation of Directors. Any director may be removed with or without cause by members entitled to cast a majority of the total number of votes existing in the class which such director represents, at any regular or special meeting of the Association duly called, 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 of such director's class 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 Declarant member may remove and replace any director elected by the Declarant 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 with respect to any director elected by the Declarant member or a replacement 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 not in attendance at three consecutive regular meetings of the Board, unless the minutes reflect the Board's consent to such absence. A member of the Board of Directors who has resigned shall be replaced by a Majority Vote of the class of members which he or she has represented, or by the Declarant without a vote of all the members of the class, if the Declarant holds a majority of that class's total votes, or by the Declarant if the Declarant elected such director.

Section 5.6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by the members of the class that said director represented, the expiration of a term, or resignation pursuant to Section 5.5, shall be filled by a Majority Vote of the remaining directors at a 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 individual so elected shall be a representative for the same class as the director being replaced, and shall serve as 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 Majority Vote of the members of the class that said director represented, pursuant to Section 5.5 hereof, and shall serve the remainder of the term of the director being replaced. The term of the replacement directors shall expire so that the staggered terms shall remain unaffected. The Declarant member shall designate the successor to an initial director or any director elected by the Declarant member.

ARTICLE 6

INITIAL REGISTERED OFFICE

[INTENTIONALLY OMITTED]

ARTICLE 7

AMENDMENT

These Articles may not be amended unless the amendment is adopted by at least a Two-thirds Vote of the members, pursuant to Section 13.1-886 of the Act and such vote includes the affirmative vote of the Declarant member while there is a Declarant member. No amendment to these Articles may diminish or impair the rights of the Declarant without the prior written consent of the Declarant. Notwithstanding any other provision in these Articles to the contrary, the Declarant reserves the right to amend these Articles during the Development Period without the consent of the Association, any Mortgagee, any Owner or any other Person claiming an interest in the Association, the Property, or any portion thereof, or any other class of member, if the amendment is requested by, or otherwise is necessary to bring these Articles into compliance with any rule, order, regulation or requirement of, the Department of Veterans Affairs, the Federal Housing Administration, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") (and any successor(s) to the foregoing entities), Loudoun County or the Commonwealth of Virginia.

ARTICLE 8

DISSOLUTION

The Association may not be dissolved unless the resolution to dissolve is adopted by at least a Two-thirds Vote of the members, pursuant to Section 13.1-902 of the Act, and such vote includes the affirmative vote of the Declarant member while there is a Declarant member. Further, the Association may not be dissolved without the prior written approval of the Declarant for so long as the Declarant owns any Lots.