

ARTICLES OF INCORPORATION
OF
FLORENCE OVERLOOK HOMEOWNERS ASSOCIATION

In compliance with the requirements of Chapter 10 of Title 13.1 of the Code of Virginia, the undersigned hereby forms a non-stock corporation, not for profit, and certifies:

ARTICLE I

The name of the corporation is Florence Overlook Homeowners Association (the "Association").

ARTICLE II

The principal office of the Association is located at 8521 Leesburg Pike, Suite 340, Vienna, Virginia, 22182, in Fairfax County, Virginia.

ARTICLE III

The initial registered office is located at 8221 Old Courthouse Road, Suite 300, Vienna, Virginia, 22182, in Fairfax County, Virginia. Vincent A. Tramonte, II, who is a resident of Virginia and a member of the Virginia State Bar and whose business address is the same as that for the registered office, is the initial registered agent of the Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to its members, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of residential lots, and to own, improve, maintain and preserve the Common Area within the Florence Overlook Subdivision in Fairfax County, Virginia, and to promote the health, safety and welfare of the owners and residents within such area as may come within the jurisdiction of the Association and any additions thereto as may be brought within the jurisdiction of the Association by annexation, as provided for herein, and for these purposes shall have the power:

1. 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 Declaration of Covenants, Conditions and Restrictions for the Association, recorded or to be recorded in the Office of the Clerk of the Circuit Court of Fairfax County, Virginia, and as the same may be amended from time to time (the "Declaration"), said Declaration being incorporated herein;

2. To fix, levy, collect, and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses including all licenses, taxes, or governmental charges levied or imposed against the Association or the property of the Association;

3. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, encumber, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association, provided that any such conveyance, sale, transfer, lease, or dedication of the Common Area shall not be in conflict with its designation as "open space";

4. To borrow money;

5. To build facilities upon land owned or controlled by the Association;

6. To create subsidiary corporations in accordance with Virginia law; and

7. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Stock Corporation Act of the Commonwealth of Virginia by law may now or hereafter have or exercise.

ARTICLE V MEMBERSHIP

Every Owner (as defined in the Declaration) of a Lot (as defined in the Declaration) which is subject by covenants of record to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. A Mortgagee in possession of a Lot shall be entitled to exercise the Owner's rights in the Association with regard thereto. No Owner shall have more than one (1) membership in the Association for each Lot it owns.

ARTICLE VI VOTING RIGHTS

Section 1. The Association shall have two (2) classes of voting membership:

Class A: Class A Members shall be all those Members with the exception of the Class B Member. A Class A Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership by Article V. If more than one (1) person holds such interest in any Lot, the vote for such Lot shall

be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: The Class B Member(s) shall be the "Declarant" (as defined in the Declaration). A Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article V. Class B membership shall cease and a Class A membership with one (1) vote for each Lot in which it holds an interest shall issue on the happening of any of the following events, whichever occurs first:

- (a) Within four (4) months after the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) Five (5) years from the date of recordation of the Declaration; or
- (c) Sixty (60) days after the Declarant abandons construction (i.e., no new dwelling construction has been initiated for a period of ten (10) months, unless there is evidence of continuing construction).

Section 2. Upon annexation of additional properties pursuant to these Articles of Incorporation and in the event that Class B membership shall have ceased as hereinabove provided, Class B membership shall be revived with respect to all Lots owned by the Declarant, which Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs first:

- (a) Within four (4) months after the total votes outstanding in the Class A membership in the annexed property equals the total votes outstanding in the Class B membership in such annexed property; or
- (b) Five (5) years from the date of recordation of the document annexing such property; or
- (c) Sixty (60) days after the Declarant abandons construction (i.e., no new dwelling construction has been initiated for a period of ten (10) months, unless there is evidence of continuing construction).

ARTICLE VII
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 initial number of directors shall be three (3), which number may be increased to as many as five (5) or to another number pursuant to the Association's By-Laws. The names of the persons who are to act in the capacity of the initial board of directors until the selection of their successors are Neil Patel, Richard Dengler and Gale Givens.

At the first annual meeting of Members after the termination of the Class B membership, the Members shall select one (1) director for a term of one (1) year; one (1) director for a term of two (2) years; and one (1) director for a term of three (3) years; and as the terms of such directors expire, new directors shall be elected by the Members at each annual meeting thereafter for terms of three (3) years each.

ARTICLE VIII
LIABILITIES

The total amount of indebtedness or liability which this Association may have at any one time shall not exceed one hundred fifty percent (150%) of its income for the previous fiscal year, provided that additional amounts may be authorized at a duly held meeting at which a quorum of Members is present by the assent of at least two-thirds (2/3) of each class of the Members who are eligible to vote and who are voting in person or by proxy, and provided further that this Article shall not be construed to prohibit the Association from acquiring real property subject to encumbrances for the purpose of financing facilities located on the real property so acquired.

ARTICLE IX
ANNEXATION OF ADDITIONAL PROPERTIES

The Association may annex additional areas and provide for its maintenance, preservation and architectural control of Lots and Common Area within such areas and so may add to its membership under the provisions of Article V hereof in accordance with the provisions of the Declaration.

ARTICLE X
AUTHORITY TO MORTGAGE

Any mortgage by the Association of the Common Area (as defined in the Declaration) shall have the assent at a duly held meeting at which a quorum is present of at least two-thirds (2/3) of the votes of each class of Members who are entitled to vote and who are voting in person or by proxy, provided that any such mortgage of the Common Area shall not be in conflict with its designation as "open space".

ARTICLE XI
AUTHORITY TO DEDICATE

The Association shall have the power, consistent with the then-existing zoning ordinances of Fairfax County, Virginia (the "County") and the designation of the Common Area as "open space" to dedicate or transfer all or any part of the Common Area to an organization conceived and organized to own and maintain common open space, or, if there is no such organization which will accept such a transfer, then to the County or other appropriate governmental agency, or, if such a transfer is declined, then to another entity in accordance with the laws governing the same, for such purposes and subject to conditions as may be agreed to by the Members. Except in the case of dissolution, any such dedication or transfer shall have the assent of at least two thirds (2/3) of each class of Members entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose. The resubdivision or adjustment of the boundary lines of the Common Area or the granting of easements for public utilities or other purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this Article.

ARTICLE XII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by at least two-thirds (2/3) of the votes of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, both real and personal, shall be dedicated to an appropriate public agency to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, trust or other organization devoted to similar purposes and in accordance with Virginia law. Any such dedication or transfer of the Common Area shall not be in conflict with then-governing zoning ordinances or the designation of the Common Area as "open space".

ARTICLE XIII
DURATION

The Association shall exist perpetually.

ARTICLE XIV
AMENDMENTS

Amendment of these Articles shall require the assent of at least seventy-five percent (75%) of the Members.

ARTICLE XV
SPECIAL AMENDMENTS

Notwithstanding anything herein to the contrary, the Declarant may unilaterally amend these Articles for any reason prior to the conveyance of the first Lot to an Owner other than the Declarant, and thereafter may make any amendment required by any of the federal mortgage agencies such as the Veterans Administration, the Federal Housing Administration, Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, or by Fairfax County, Virginia, as a condition of the approval of these Articles, by the filing of Articles of Amendment with the State Corporation Commission following notice to all Members.

ARTICLE XVI
FHA/VA APPROVAL

If any of the Lots are security for a loan guaranteed or insured by the Veterans Administration or the Federal Housing Administration and if there is a Class B Member, the following actions will require the prior approval of the FHA or the VA: annexation of additional properties other than by the Declarant as provided in these Articles, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution of the Association and amendment of these Articles.

2/10/95
Date

Sara Towery O'Hara
Sara Towery O'Hara, Incorporator

c:\wp51\kathy\coscan\florencelarticles.inc