

ARTICLES OF INCORPORATION
OF
AUTUMN WOOD HOMEOWNERS ASSOCIATION

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

ARTICLE I
NAME

The name of the corporation is **Autumn Wood Homeowners Association** (the "**Association**").

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at Two Reston Overlook, 12021 Sunset Hills Road, Suite 200, Reston, Virginia 20190, in Fairfax County, Virginia.

ARTICLE III
REGISTERED OFFICE AND REGISTERED AGENT

The Association's initial registered office is located at 7926 Jones Branch Drive, Suite 930, McLean, Virginia 22102 in Fairfax County, Virginia. Susan M. Pesner, 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
DEFINED TERMS

Capitalized terms not otherwise defined in these Articles are used with the same meanings as assigned to them in the Declaration of Covenants, Conditions and Restrictions recorded or to be recorded in the Office of the Clerk of the Circuit Court of Fairfax County, Virginia (the "**Declaration**") as an encumbrance upon certain lands described therein (the "**Property**"), and pursuant to which the Association is being formed for the administrative purposes and exercise of certain powers more fully set forth therein.

ARTICLE V
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 GOEPFERT PROPERTY Subdivision in Fairfax County, Virginia, and to promote the health, safety and welfare of the owners and residents within such areas 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, rights and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time, and as set forth in the By-Laws of the Association, said Declaration and By-Laws being incorporated herein by reference;

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;

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 Act may now or hereafter have or exercise.

ARTICLE VI MEMBERSHIP

Section 1. Every Owner of a Lot which is subject to the Declaration, except the Class B Member(s), shall be a Class A Member of the Association. Except for the Class B Member, membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Declaration. Ownership of such Lot shall be the sole qualification for Class A membership. No Class A Member shall have more than one (1) membership in the Association for each Lot it owns.

Section 2. The Class B Member shall be the Declarant, including any successor to or assignee of the Declarant.

ARTICLE VII
VOTING RIGHTS

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

Class A: A Class A Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership by the Article entitled "Membership" herein.

Class B: The Class B Member shall have nineteen (19) votes. A Class B Member shall cease to be a Class B Member upon the happening of any of the following events, whichever occurs first:

- (a) ten (10) years from the date of recordation of the Declaration;
- (b) the completion of construction of all homes within the Property by the Declarant and Participating Builders and the release of all improvement bonds posted with the State, County or other municipal agency by the Declarant or a Participating Builder in connection with the Property; or
- (c) the recordation among the Land Records of a written instrument signed by the Class B Member, specifically terminating such rights.

Section 2. Annexation. Upon annexation of additional properties pursuant to the Declaration, the Class B Member shall have nineteen (19) votes plus one (1) additional vote for each annexed lot. In the event that Class B membership shall have ceased as hereinabove provided, Class B membership shall be revived and the number of votes the Class B Member shall have shall be the number of Lots already subject to this Declaration plus the number of annexed Lots plus one. The Class B membership shall cease on the happening of any of the following events, whichever occurs first:

- (a) ten (10) years following the date of annexation of the property;
- (b) the completion of construction of all homes within the Property by the Declarant and Participating Builders and the release of all improvement bonds posted with the State, County or other municipal agency by the Declarant or a Participating Builder in connection with the Property; or
- (c) the recordation among the Land Records of a written instrument signed by the Class B Member, specifically terminating such rights.

Section 3. Multiple ownership interests.

Class A: If more than one (1) person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as the Owners of the Lot among themselves determine, and may be exercised by any one (1) of the people or entities holding such ownership interest, unless any objection or protest by any other holder of such ownership interest 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. In no event shall more than one (1) vote be cast with respect to any Lot.

Class B: If there is more than one Class B Member, unless otherwise agreed in writing between the Class B Members, the Class B votes shall be divided between or among them in proportion to the number of Lots existing on the property each Class B Member has subjected to this Declaration.

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of the 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 of the Association until the selection of their successors are Michael G. Capretti, Joseph C. Ammons and David J. Gulick.

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 IX
LIABILITY AND INDEMNIFICATION

Section 1. No Personal Liability. The directors, officers and committee members shall not be liable to the Association or any Owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or criminal acts. Directors and officers shall have no personal liability with respect to any contract made by them on behalf of the Association. No Owner shall be liable for the contract or tort liability of the Association by reason of ownership or membership therein. Every agreement made by the Board of Directors, the officers or the managing agent on behalf of the Association shall, if obtainable, provide that the directors, the officers or the managing agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder.

Section 2. Indemnification. The Association shall indemnify the directors, officers and committee members to the extent that it is contemplated a non-stock corporation may indemnify its directors, officers, committee members and employees pursuant to Sections 13.1-875 through 13.1-883 of the Act; provided, however, that before the Association uses association funds for indemnification, all insurance proceeds must be obtained and applied toward such indemnification. The foregoing right of indemnification shall not be exclusive of any other rights to which a person may be entitled by law, agreement, vote of the Owners or otherwise.

ARTICLE X DISSOLUTION

The Association may be dissolved with the approval of more than two-thirds (2/3) of all the votes cast at a meeting at which a quorum exists in accordance with Title 13.1, Chapter 10, Article 13 of the Code of Virginia.

ARTICLE XI DURATION

The Association shall exist perpetually unless terminated or dissolved in accordance with the Declaration.

ARTICLE XII AMENDMENTS

Amendment of these Articles shall require the approval of more than two-thirds of the votes of Members entitled to vote in accordance with the statutory requirements of the Act.

ARTICLE XIII SPECIAL AMENDMENTS

Notwithstanding anything herein to the contrary, the Declarant may unilaterally amend these Articles to make any amendment (a) it deems necessary to make a non-material, clarifying or corrective change, or (b) required by any of the federal mortgage agencies, such as the Veterans Administration, Federal Housing Administration, Fannie Mae or Freddie Mac, or by a local governmental agency, or (c) it deems necessary or desirable for the orderly development of the GOEPFERT PROPERTY subdivision or the operation of the Association, by the filing of Articles of Amendment with the Virginia State Corporation Commission, and shall give written notice to the Members of any amendments made pursuant to clauses (b) or (c). This right of the Declarant to amend these Articles as aforesaid shall continue notwithstanding the lapse of the Declarant's Class B membership.

ARTICLE XIV
CONFLICT

In the case of any conflict between the Declaration and these Articles, the Declaration shall control, and in the case of any conflict between the By-Laws and these Articles, these Articles shall control.

10/13/09
Date

Sara T. O'Hara
Sara T. O'Hara, Incorporator