

ARTICLES OF INCORPORATION

OF

WEXFORD CONSERVANCY

In compliance with the requirements of 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 non-stock corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Wexford Conservancy (the "Conservancy").

ARTICLE II

The initial registered office of the Conservancy is located at 12500 Lake Ridge Drive, Woodbridge, Virginia, 22192 which is located in Prince William County.

ARTICLE III

Lindalee B. Fitton, who is a resident of Virginia, and, whose business address is 12500 Lake Ridge Drive, Woodbridge, Virginia 22192, and who meets the requirements of Section 13.1-833 of the Virginia Code, as amended, is hereby appointed the initial registered agent of the Conservancy.

ARTICLE IV

PURPOSE AND POWER OF THE CONSERVANCY

4.1 The Conservancy 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 Conservancy as set forth in the Wexford Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," and all Supplementary Declarations applicable to all or any part of the Wexford Conservancy and recorded in the Office of the Clerk, Prince William County, Virginia, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length. Unless the context requires otherwise, the term Declaration shall include all Supplementary Declarations.

(b) To provide for maintenance, preservation, and architectural control of the Lots and Common Area within that certain tract of property described as Wexford and any and all properties which may be annexed thereto in accordance with the provisions of the Declaration.

4.2 Without limiting the generality thereof, subject to such limitations as are set forth in the Declaration, said powers and duties of the Conservancy 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 Conservancy, except that the acquisition, mortgaging or disposal of Common Area and/or improvements shall be subject to the provisions of the Declaration.

(b) To establish rules and regulations for the use of its

property.

(c) To fix, levy, and collect assessments pursuant to the Declaration.

(d) To pay all expenses incident to the conduct of business of the Conservancy.

(e) To grant and convey easements over the Common Area.

(f) 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 Conservancy.

(g) To participate in mergers and consolidations with other corporations.

(h) To perform such acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, to enforce or effectuate any of the provisions of the Declaration, these Articles, and the Bylaws.

(i) To regulate the external design, appearance, and locations of the property subject to the Declaration and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(j) To form subsidiary corporations.

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

4.3 No substantial part of the activities of the Conservancy shall be devoted to attempting to influence legislation by propaganda or otherwise within the meaning of the proscriptive provisions of the Internal Revenue Code. The Conservancy shall not directly or indirectly participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

## ARTICLE V

### MEMBERSHIP AND VOTING

5.1 Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject to the Declaration, including contract sellers, shall be Members of the Conservancy. 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 or Living Units, except the Class B Member. Class A Members shall be entitled to one vote for each Lot or Living Unit owned.

Class B. The Class B Member shall be Equity Resources, Inc., its successors and assigns, which shall have 804 votes, less the number of Class A votes outstanding at the time a vote is taken.

The Class B membership shall cease upon the earlier of the following events: when the total number of Class A votes equals the total number of Class B votes or January 2, 2000. Thereafter, the former Class B Member shall have Class A membership rights for

each Lot which it may own.

The vote for any membership which is held by more than one person may be exercised by any one of them, 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.

Any person or entity qualifying as a Member of more than one voting class may exercise those votes to which he is entitled for each such class of membership.

5.2 The voting rights of Members shall be as follows:

(a) Class A Members and Class B Members shall vote as provided in the Declaration, to approve a raise in the maximum annual assessments which is greater than is allowed by the Declaration; to approve special capital improvement assessments; to approve mergers, consolidations, or dissolution of the Conservancy; to approve conveyance, dedication, or mortgaging of the Common Area; to approve amendments to the Declaration and to the Supplementary Declaration for their Neighborhood.

5.3 Except as provided otherwise by law, where a vote of the Members is required, the Board of Trustees 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 VI

### BOARD OF TRUSTEES

6.1 The affairs of this Conservancy shall be managed by a

Board of Trustees. The Board shall consist of up to seven (7) Trustees. As specified below, Trustees shall either be elected by Class A Members ("Elected Trustees") or appointed by the Developer ("Appointed Trustees"). The initial Board shall consist of three (3) Trustees appointed by the Developer. At the first annual meeting after the Conservancy has one-third (1/3) Class A Members, the Board shall be expanded to consist of five (5) Trustees. At the first annual meeting after the Conservancy has two-thirds (2/3) Class A Members, the Board shall be expanded to consist of seven (7) Trustees. As long as the Developer has rights as Developer, the Board of Trustees shall consist of Appointed Trustees and Elected Trustees; thereafter, all Trustees shall be elected.

6.2 Appointed Trustees shall be appointed by the Developer and shall serve one-year terms. They may be reappointed. Appointed Trustees need not be Members of the Conservancy. The Developer shall appoint three (3) Trustees so long as there are three (3) or five (5) Trustees, and when there are seven (7) Trustees, Developer shall appoint four (4) Trustees until such time as the Class B membership terminates. Thereafter, the Developer, until its rights as Developer cease, shall appoint two Trustees.

6.3 Until the expiration of the terms of all Appointed Trustees, all Elected Trustees shall be elected for one-year terms. All Elected Trustees shall be members of the Conservancy. Upon the expiration of the final terms of all Appointed Trustees, the terms of the Elected Trustees shall become staggered as follows:

(a) If the total number of Trustees is equal to three (3),

each one of the three Trustees shall be elected for a three-year term; provided, however, that at the first annual meeting at which Trustees are elected for staggered terms, one Trustee shall be elected for a one-year term, one for a two-year term, and one Trustee for a three-year term.

(b) If the total number of Trustees is equal to five or seven Trustees, the Trustees shall be divided into two groups with one group of three Trustees and the other group of two Trustees if there are five Trustees, or one group of three Trustees and one group of four Trustees if there are seven Trustees. Both groups of Trustees shall be elected for two-year terms; provided, however, that at the first annual meeting at which groups of Trustees are elected for staggered terms, the group with the fewer number of Trustees shall be elected for a one-year term and the group with the greater number of Trustees shall be elected for a two-year term.

The names of the persons who are to act in the capacity of the initial Board of Trustees until the selection of their successors are:

Lindalee B. Fitton

Robert L. Fitton, II

John S. Snyder

6.4 If a vacancy occurs on the Board of Trustees due to the death, resignation, or removal of an Appointed Trustee, the Board of Trustees shall fill the vacancy until the next meeting of the Members at which Trustees are elected. If an Appointed Trustee

dies, resigns or is removed, the Developer shall fill the vacancy, so long as the Developer has the authority to appoint Trustees. Thereafter, the Board of Trustees shall fill the vacancy until the next meeting of the members of which Trustees are elected.

#### ARTICLE VII

##### DURATION

The Conservancy shall exist perpetually unless dissolved as provided in Article VIII.

#### ARTICLE VIII

##### DISSOLUTION

The Conservancy may be dissolved upon the consent of more than two-thirds (2/3) of the votes of each class of Members. Prior to dissolution of the Conservancy, other than incident to a merger or consolidation, the assets of the Conservancy shall be offered for dedication to Prince William County. In the event that such dedication is refused acceptance upon dissolution, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to similar purposes.

#### ARTICLE IX

##### AMENDMENTS

Amendment of these Articles shall require the assent of Seventy-five percent (75%) of the votes of each class of Members.

#### ARTICLE X

##### ANNEXATION

Additional properties may be annexed to the Area subject to



the Conservancy as provided in the Declaration.

ARTICLE XI

SEVERABILITY

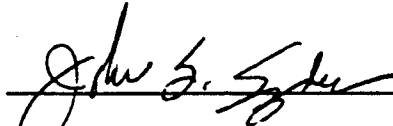
Invalidation of any of these Articles or sections of these Articles by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

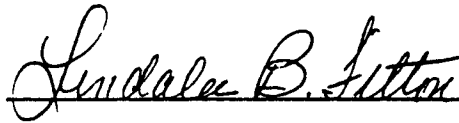
ARTICLE XII

FEDERAL AGENCY RIGHTS

As long as there is a Class B membership, the following actions will require the prior approval of the appropriate Federal Mortgage Agencies, as defined in the Declaration: the merger, consolidation, or dissolution of the Conservancy; the amendment of these Articles; and the mortgaging or dedication of any Common Area.

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 Conservancy, have executed these Articles of Incorporation this 22nd day of August, 1990.

  
\_\_\_\_\_  
John S. Snyder, Incorporator

  
\_\_\_\_\_  
Lindalee B. Fitton, Incorporator

STATE OF VIRGINIA

COUNTY OF PRINCE WILLIAM, to-wit:

I, Maureen Fitzgibbons, a Notary Public in and for the jurisdiction aforesaid, certify that Lindalee B. Fitton and John S. Snyder, whose names as Incorporators are signed to the foregoing Articles of Incorporation, bearing date on the 22nd day of August, 1990, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 22nd day of August, 1990.

Maureen Fitzgibbons

Notary Public

My Commission expires: April 9, 1993