

ARTICLES OF INCORPORATION

OF

COLECROFT OWNERS ASSOCIATION, INC.

ARTICLE 1

NAME

The name of this corporation is Colecroft Owners Association, Inc., which is hereby incorporated as a nonstock corporation pursuant to Chapter 10 of Title 13.1 of the Code of Virginia (1950) as amended.

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 Virginia Nonstock Corporation Act. Capitalized terms used herein shall have the meanings specified for such terms below.

(1) "Act" means the Virginia Nonstock Corporation Act, Chapter 10 of Title 13.1 of the Code of Virginia (1950), as the same may be amended, supplemented or replaced from time to time.

(2) "Additional Real Estate" means the real estate described in Exhibit A to the Declaration which the Declarant may subject to the Declaration and to the jurisdiction of the Association pursuant to Section 5.1 of the Declaration, or any real estate that the Association may subject to the Declaration and assume jurisdiction over pursuant to Section 5.2 of the Declaration.

(3) "Association" means Colecroft Owners Association, Inc., its successors and assigns.

(4) "Association Documents" means, collectively, these Articles of Incorporation, the Declaration, the Bylaws and the Rules and Regulations as the same may be amended from time to time in accordance with the provisions therein. Any exhibit, schedule, certification or amendment to an Association Document shall be an integral part of that document.

(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) "Bylaws" means the Bylaws of the Association, as amended, attached as Exhibit B hereto and as recorded from time to time among the Land Records.

(7) "Common Area" means, at any given time, all of the Property, other than Lots, then owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of the Owners.

(8) "Declarant" means A&A Partnership, a Virginia limited partnership. 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.

~~(9) "Declarant Control Period" means the period ending not more than sixty days after the earliest of: (1) the fifth anniversary of the date of the first conveyance of a Lot to an Owner other than the Declarant (provided, however, that if the Declarant is delayed in the improvement and development of the Property due to a sewer, water or building permit moratorium or any other cause or event beyond Declarant's control, then the aforesaid period shall be extended by a period of time equal to the length of the delay or three years, whichever is less); (2) the date the number of votes of the Class A members exceeds the number of votes of the Class B member; or (3) the date specified by the Declarant in a notice to the Association that the Declarant Control Period is to terminate on that date.~~

See 1ST AMENDMENT  
OF ARTICLES

(10) "Declaration" means the Declaration for Colecroft made by the Declarant and recorded among the Land Records. The term "Declaration" shall include amendments to the Declaration, amending the covenants and restrictions herein, pursuant to Article 7 of the Declaration, and supplements to the Declaration ("Supplementary Declarations"), subjecting Additional Real Estate to the terms of this Declaration and the jurisdiction of the Association and adding the covenants and restrictions herein in order to reflect the unique character of the real estate being added, pursuant to Article 5 of the Declaration.

(11) "Land Records" mean the land records of the City of Alexandria, Virginia, the jurisdiction in which the Property and the Additional Real Estate are located.

(12) "Lot" means a portion of the Property designated as a separate lot (but not including the real estate designated as Common Area) on a plat of subdivision of the Property recorded

among the Land Records, and includes any dwelling and other improvements now or hereafter appurtenant to that real estate. Lot shall also mean any condominium unit created in accordance with Chapter 4.2 of Title 55 of the Code of Virginia (1950), as amended.

(13) "Majority Vote" means a simple majority (more than fifty percent) of the votes actually cast in person or by proxy at a duly held meeting at which a quorum is present. Any vote of a specified percentage of Owners means that percentage with respect to the votes actually cast in person or by proxy at a duly held meeting at which a quorum is present. Any vote by a specified percentage of the Board of Directors means that percentage with respect to votes actually cast at a duly held meeting of the Board at which a quorum is present. Any vote of a specified percentage of the Mortgagees means a vote by the Mortgagees calculated according to the number of Lots upon which each has a Mortgage.

(14) "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 a contract or as security for an obligation.

(15) "Person" means one or more natural persons, corporations, partnerships, associations, trusts or other entities capable of holding title to real estate, or any combination thereof.

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

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

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

## Section 2.2. Construction of Association Documents.

(a) Captions. 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) Pronouns. 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 vice versa, whenever the context so requires.

(c) Severability. Each provision of the Articles of Incorporation 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.

(d) Interpretation. If there is any conflict between the Association Documents, the Declaration shall control, except as to matters of compliance with the Act, in which case 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 resolution adopted pursuant to any of the Association Documents.

### ARTICLE 3

#### PURPOSE

The Association does not contemplate pecuniary gain or profit to the members thereof. The purposes for which the Association is organized are to:

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

(2) exercise all powers and rights of the Association created in the Association Documents with respect to all or any portion of the Property; and

(3) exercise the powers now or hereafter conferred by law on Virginia nonstock corporations.

### ARTICLE 4

#### MEMBERSHIP AND VOTING RIGHTS

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. Upon acquiring title to a Lot, each new Owner shall immediately give written notice to the Secretary

stating the name and address of such new Owner and the number or address of the Lot. 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, but each Person is entitled to attend all meetings of the Association.

Section 4.2. Classes of Members; Voting Rights.

(a) During the Declarant Control Period, the Association shall have two classes of members. The Class A members shall consist of all Owners other than the Declarant. The Class B member shall be the Declarant. The Class A members shall have one vote in the Association for each Lot owned. The Class B member (so long as there are two classes of members) shall have three votes in the Association for each Lot owned. For the purposes of the preceding sentence only, in the case of any Additional Real Estate described in Exhibit A to the Declaration, the Declarant shall, at any given time, be deemed the Owner of the maximum number of Lots into which all such Additional Real Estate could be subdivided if the Additional Real Estate were fully developed in accordance with the zoning currently applicable and as such zoning may be amended from time to time. After the Declarant Control Period, the Association shall have one class of members and the Declarant will be treated as any other Owner with respect to the Lots owned by the Declarant.

(b) Additional provisions governing the members' right to vote shall be as stated in Article 3 of the Bylaws. Unless a greater vote is required by the Association Documents, a Majority Vote is required to adopt a decision at any meeting of the Association, except that in elections of directors those receiving the greatest number of votes shall be deemed elected, even though not receiving a Majority Vote. The various provisions in the Declaration and the Bylaws requiring a vote greater than a Majority Vote are hereby incorporated into these Articles and shall control.

ARTICLE 5

BOARD OF DIRECTORS

Section 5.1. Initial Board of Directors. The initial Board of Directors is composed of the following three Persons whose names and addresses are:

<u>Name</u>	<u>Address</u>
Daniel R. Abramson	5734 Seminary Road, Suite 2 Falls Church, Virginia 22041

Paul R. Abramson

5734 Seminary Road, Suite 2  
Falls Church, Virginia 22041

Jonathan Abramson

5734 Seminary Road, Suite 2  
Falls Church, Virginia 22041

Section 5.2. Number of Directors and Term of Office.

(a) Designated Directors. The initial Board of Directors consists of three Persons; thereafter, the number of directors may be increased by the Declarant pursuant to Section 4.2 of the Bylaws. During the Declarant Control Period, the Declarant shall be entitled to appoint, remove and replace directors at will and the Declarant shall fix the term of each designated director. The term of office of at least one but less than three of the directors shall expire at the third annual meeting after the special meeting required by this section, the term of office of at least one but less than three of the directors shall expire at the second annual meeting after the special meeting, and the term of office of at least one but less than three of the directors shall expire at the first annual meeting after the special meeting. The actual number of directors whose term of office expires at each of the three annual meetings described in the preceding sentence shall be one-third (or a fraction as near to one-third as possible) of the total number of directors. No later than sixty days after the end of the Declarant Control Period, the Declarant shall call a special meeting of the Association at which the number of the directors designated by the Declarant shall resign if necessary so that a majority of the directors shall have been elected by the Owners, including the Declarant if the Declarant is an Owner, at the special meeting. The Persons elected shall serve for the remainder of the terms of office of the resigning directors who such Persons replace, or if no resignation was required, for the terms of office necessary so that the term of office of one-third (or a fraction as near to one-third as possible) of the directors shall expire at the first three annual meetings after their election. The directors receiving the greatest vote shall be elected for the longest available terms. At the expiration of the term of office of all directors designated by the Declarant or elected at the special meeting, all successor directors shall be elected to serve for a term of three years.

(b) Elected Directors. The Board of Directors shall be composed of the number of directors established by Section 4.2 of the Bylaws, and elected in accordance with Section 5.3 hereof. An elected director shall serve for a term 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 by the Association. If the aggregate number of directors is increased pursuant to Section 4.2 of the Bylaws, 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. No reduction in the aggregate number of directors shall shorten the term of any incumbent director.

### Section 5.3 Election of Directors.

(a) Elections Committee. At least sixty-five days prior to the special meeting at which directors are elected by the Owners and each annual meeting of the Association held thereafter, the Board of Directors shall appoint an Elections Committee consisting of a member of the Board whose term is not then expiring and at least three other Persons. 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 Owners at annual meetings and, where appropriate, special meetings.

(b) Nominations. Persons qualified to be directors may be nominated for election by a nominating petition submitted to the chairman of the Elections Committee at least thirty-five days before the meeting at which the election is to be held signed by Persons owning, in the aggregate, at least ten Lots 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 may be made 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 Person 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. This subsection (b) does not apply to Persons appointed to the Board by the Declarant.

(c) Qualifications. Except for Persons appointed to the Board by the Declarant, no Person shall be eligible for election as a member of the Board of Directors unless such Person is an Owner, an Owner's spouse, or a Mortgagee (or designee of a Mortgagee). No 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.

Section 5.4. Action by Board of Directors. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and a Majority

Vote of the directors shall constitute a decision of the Board of Directors, unless otherwise provided in the Association Documents. To the extent that provisions in the Declaration and Bylaws require a different vote by the Board of Directors, such provisions are hereby incorporated into these Articles and shall control. The power to amend the Bylaws is reserved exclusively to the members and the Board of Directors may not amend the Bylaws. The Board of Directors may not mortgage, pledge or dedicate to the repayment of indebtedness or otherwise encumber any or all of the Association property without a vote of the members as required by Article 16 of the Bylaws.

Section 5.5. Removal or Resignation of Directors. Except with respect to directors designated by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a Majority Vote of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Owners 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 Declarant may remove and replace any director designated by the Declarant at will. A director may resign at any time and, except for a director designated by the Declarant, 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. No director need be a resident of the Property, but beginning at such time as the directors are elected (rather than appointed by the Declarant) and at all times thereafter, if any director is such a resident at the time of election, such director shall be deemed to have resigned at such time as such director ceases to be such a resident.

Section 5.6. Vacancies. Vacancies in the Board of Directors caused by any reason, other than the removal of a director by the Owners or an increase of more than one director, shall be filled by a Majority Vote of the remaining directors at a special meeting of the Board held for such purpose promptly after the occurrence of any such vacancy or increase in number, even though the directors present at such meeting may constitute less than a quorum. Each person so elected shall be 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 Owners or an increase of more than one additional director shall be filled by a vote of the Owners. The term of the replacement director or new director so elected shall expire so that the staggered terms of directors shall remain unaffected. During the Declarant Control Period, the Declarant shall designate the successor to any director previously designated by the Declarant.



ARTICLE 6

INITIAL REGISTERED OFFICE

The initial registered office of the Association is located in the City of Alexandria at 510 King Street, Suite 200, Alexandria, Virginia 22314, at which office the initial registered agent of the Association is Robert M. Diamond, a resident of Virginia and a member of the Virginia State Bar whose business address is identical with that of the registered office.

ARTICLE 7

AMENDMENT

~~These Articles may be amended by the Board of Directors adopting a resolution setting forth the proposed amendment and directing that it be submitted to a vote of the Owners. An amendment to these Articles may be adopted by at least a Sixty-seven Percent Vote of the Owners. No amendment to these Articles may diminish or impair the rights of the Declarant without the prior written consent of the Declarant.~~

See 1ST ARTICLES OF AMENDMENT

ARTICLE 8

DISSOLUTION

~~The Association may be dissolved by the Board of Directors adopting a resolution directing that the question of dissolution be put to a vote of the Owners. The Association may then be dissolved by at least a Sixty-seven Percent Vote of the Owners. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization devoted to purposes similar to those for which the Association was created, or otherwise distributed pursuant to the directions of the Owners.~~

See 1ST ARTICLES OF AMENDMENT

IN WITNESS WHEREOF, the incorporator of the Association has signed these Articles of Incorporation on \_\_\_\_\_, 198\_\_.

\_\_\_\_\_  
Incorporator

C15090

816105516

0277983

287698

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION  
May 28, 1986

CERTIFICATE OF INCORPORATION

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

COLECROFT OWNERS ASSOCIATION, INC.

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

Therefore, it is ordered that this

CERTIFICATE OF INCORPORATION

be issued, and admitted to record with the articles in this office of the Commission, effective May 28, 1986.

This order and its accompanying articles will be forwarded for filing in the office of the Clerk of the Circuit Court of City of Alexandria following admission to the records of the Commission.

STATE CORPORATION COMMISSION

By Elizabeth B. Lacy  
Commissioner

Court Number: 200

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COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

RICHMOND, March 18, 1987.

The accompanying articles having been delivered to the State Corporation Commission on behalf of

COLECROFT OWNERS ASSOCIATION, INC.

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF AMENDMENT

be issued, and that this order, together with the articles, be admitted to record in this office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law, effective March 18, 1987.

Upon the completion of such recordation, this order and the articles shall be forwarded for recordation in the office of the Clerk of the Circuit Court, City of Alexandria.

STATE CORPORATION COMMISSION

By

*Elizabeth B. Lacy*  
Commissioner

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FIRST ARTICLES OF AMENDMENT  
OF THE  
ARTICLES OF INCORPORATION  
OF  
COLECROFT OWNERS ASSOCIATION, INC.

Pursuant to the provisions of Sections 13.1-886 through 13.1-889 of the 1950 Code of Virginia, as amended, the undersigned corporation, Colecroft Owners Association, Inc. ("Association") a Virginia Nonstock Corporation, hereby certifies to the Commonwealth of Virginia State Corporation Commission that

FIRST: The Articles of Incorporation of Colecroft Owners Association, Inc. are hereby amended as follows:

1. Section 2.1(9) is hereby deleted in its entirety and the following is substituted in lieu thereof:

(9) "Declarant Control Period" means the period ending on the earliest of: (1) the fifth anniversary of the date of the first conveyance of a Lot to an Owner other than the Declarant (provided, however, that if the Declarant is delayed in the improvement and development of the Property due to a sewer, water or building permit moratorium or any other cause or event beyond Declarant's control, then the aforesaid period shall be extended by a period of time equal to the length of the delay or three years, whichever is less); (2) the date the number of votes of the Class A members exceeds the number of votes of the Class B member; or (3) the date specified by the Declarant in a notice to the Association that the Declarant Control Period is to terminate on that date.

2. Article 7 is hereby deleted in its entirety and the following is substituted in lieu thereof:

An Amendment to these Articles may not be adopted without at least a Sixty-seven Percent Vote of the Owners. No Amendment to these Articles may diminish or impair the rights of the Declarant without the prior written consent of the Declarant.

3. Article 8 is hereby deleted its entirety and the following is substituted in lieu thereof:

The Association may not be dissolved without at least a Sixty-seven Percent Vote of the Owners. While the Declarant is an Owner, the Association may not be dissolved without the prior written consent of the Declarant. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be granted, conveyed and assigned to another nonprofit corporation, association, trust or other organization or governmental agency devoted to purposes similar to those for which the Association was created; provided, however, that if a revised plan is proposed for the Property, or any portion thereof containing Common Area, which changes the design, layout or use of the Property in such a manner that the Common Area is no longer necessary to the new design, layout or use, then the Common Area and other assets of the Association may be distributed as agreed upon by a Sixty-seven Percent Vote of the Owners. This Article may not be amended without the prior written approval of Sixty-seven percent of the Mortgagees.

SECOND: The Board of Directors adopted a Resolution approving the submission of the above Amendment to the members in accordance with Section 13.1-886 of the Virginia Nonstock Corporation Act. The members approved the Amendment by a vote of 235 to 2 (in compliance with the Sixty-Seven Percent Vote required by Section 13.1-886 of the Act and Article 7 of the Articles of Incorporation) on February 25, 1988 at a duly held meeting of the Association at which a quorum was present.

IN WITNESS WHEREOF, Colecroft Owners Association, Inc. has caused this Amendment and Certification to be signed in its

name and on its behalf by its President and its corporate seal  
to be hereunto affixed and attested by its Secretary on

February 25, ~~1986~~ 1987.

ATTEST:

[Corporate Seal]

COLECROFT OWNERS ASSOCIATION,  
INC., a Virginia nonstock  
corporation

By:

Jonathan Abramson  
Jonathan Abramson,  
Secretary

By:

Daniel R. Abramson  
Daniel R. Abramson,  
President