

**ARTICLES OF INCORPORATION
OF
HEATHER KNOLL CLUSTER ASSOCIATION**

We hereby associate to form a non-stock corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, and to that end set forth the following:

1. The name of the corporation is to be Heather Knoll Cluster Association.

2. The purpose or purposes for which the corporation is organized are:

(a) To take title to, hold, maintain, improve and beautify, without profit to itself, for the use in common of all the members thereof, their families, guests, and invitees, such parking areas, streets, open spaces, paths and other facilities, as from time to time may be conveyed to it pursuant to a Deed or Deeds of Subdivision or Resubdivision to be recorded in the Clerk's Office in Fairfax County, Virginia, or pursuant to any subsequent deed resubdividing the land; to enforce the covenants, restrictions, reservations, servitudes, profits, licenses, conditions, agreements, easements, and liens provided for in such Deed or Deeds of Subdivision or any subsequent deed; and to assess, collect, and disburse the charges created under such Deed(s), all in the manner set forth in, and subject to the provisions of, said Deed(s); to exercise and otherwise implement all of the rights, duties, obligations, servitudes, easements, licenses and other powers provided for and contained in Article VII of that certain Deed of Amendment to the Deed of Dedication of Reston recorded in Deed Book 6072 at page 69 among the land records of Fairfax County, Virginia.

(b) To do any and all lawful things and acts that the corporation may from time to time, in its discretion, deem to be for the benefit of the property shown within Block 5, Section 73, Reston, on the plat attached to the Deed of Subdivision as the said Block 5, Section 73, Reston, is or will be subdivided and

recorded among the land records of Fairfax County, Virginia, or on any subsequent plat filed pursuant to the provisions of said Deed (hereinafter referred to as the "Property") and which the owners and inhabitants thereof deem advisable, proper, or convenient for the promotion of their peace, health, comfort, safety, or general welfare.

3. Provisions for the regulations of the internal affairs of the corporation are:

(a) The corporation is not organized for pecuniary profit, nor shall it have any power to issue certificates of stock or pay dividends, and no part of the net earnings or assets of the corporation shall be distributed, upon dissolution or otherwise, to any individual. The corporation may pay compensation in reasonable amounts to its members, directors, or officers, for services, including pensions. The corporation may establish from funds collected by it funded reserves for replacement and for working capital, but no such sums may be assessed, collected, retained or expended unless used for the maintenance, repair, replacement or improvement of the land and facilities of the corporation acquired or in furtherance of the purposes set forth in paragraph 2 above.

(b) The following shall be members of the corporation:

(1) Reston Land Corporation, a Virginia corporation (which, together with any successor to all or substantially all its business of developing Block 5, Section 73, Reston, is referred to herein as the "Developer"), and

(2) All persons owning of record any lot (whether in fee simple or life estate) on the Property, except a person taking title as security for the payment of money or the performance of an obligation or contract purchasers.

No person including the Developer shall be a member of the corporation with respect to each lot after he or it ceases to be the owner of record of such lot on the Property. The directors of the corporation may, after affording the member an opportunity to be heard, suspend any person from membership in

the corporation during any period of time when there exists a violation of any of the provisions of the Deed of Subdivision (including but not limited to, the failure to make any payments to the corporation when due and payable under the terms of said Deed) with respect to the lot he owns or when he is in violation of any rule or regulation adopted by the corporation with respect to the Property.

Each member of the corporation, by becoming such, agrees that he shall be personally responsible for the payment of the charges created under the Deed of Subdivision with respect to the lot he owns and for compliance by himself, his family, guests, and invitees, with the provisions of the said Deed and the rules and regulations adopted by the corporation with respect to the Property.

The qualifications set forth herein for membership in the corporation shall be the only qualifications for such membership.

(c) The members of the corporation shall have the right to vote for the election of directors. Each member of the corporation shall have one vote, except that:

(1) The Developer owning more than one lot shall have the number of votes equal to the number of lots owned.

(2) When any lot on the Property is owned of record in joint tenancy or tenancy-in-common, or in any manner of joint or common ownership, such owners shall collectively be entitled to only that number of votes to which one person would be entitled were he the owner of such lot. Such vote shall be exercised by the majority vote of the owners of record of such lot who are entitled to vote with respect thereto.

(d) The directors may make such regulations as they deem advisable for any meeting of members, in regard to proof of membership in the corporation, evidence of the right to vote, the appointment and duties of inspectors of votes, and such other matters concerning the conduct of the meeting as they shall deem fit.

(e) The corporation may contract with the Developer or with any other person for the performance, as its agent, of any of the powers, duties, or functions of the corporation which may be lawfully delegated by it.

(f) The corporation may indemnify any director or officer, or former director or officer, or any person who may have served at its request as a director or officer in accordance with the provisions of Title 13.1-875 et seq. of the Code of Virginia.

4. The management of the affairs of the corporation shall be vested in the directors. Only members of the corporation and designees of the Developer shall be eligible to act as directors of the corporation. The length of the initial term of each of the directors constituting the initial Board of Directors is set forth in paragraph 6 below. The first election of directors by the members of the corporation shall be held at the first annual meeting of the members. Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director, and if not previously so filled, shall be filled at the next succeeding meeting of members of the corporation. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director, the vacancy in whose position he was elected to fill.

5. The post office address of the initial registered office of the corporation is 11911 Freedom Drive, Suite 300, Reston, Virginia 22090-5604. The name of the City or County in which the initial registered office is located in the County of Fairfax. The name of the corporation's registered agent is Lawrence W. Phelps, who is a resident of the State of Virginia and a member of the Virginia State Bar, and whose business office is the same as the registered office of the corporation.

6. The number of directors constituting the initial Board of Directors is three, and the names and addresses of the persons who are to serve as the initial directors are:

<u>Name</u>	<u>Address</u>
Barbara L. Ballard	8583 Raglan Road Vienna, Virginia 22180
Bruce L. Berlage	1035 Gelston Circle McLean, Virginia 22102
Robert A. Smith	13918 Heatherstone Drive Bowie, Maryland 20715

These initial directors or the replacement directors designated by the Developer shall hold office until the first annual meeting of members which shall occur after 50% of the dwelling units erected or to be erected on the Property have been sold and conveyed to parties other than the Developer. At the annual meeting of members at which successors to the initial or replacement directors designated by the Developer are elected, the three successors receiving the first and second and third highest number of votes shall serve terms of three years; two years and one year respectively. At all annual meetings of members subsequent to the annual meeting of members at which successors to the initial or replacement directors designated by the Developer are elected, directors shall be elected for terms of three years.



Incorporator

Dated: December 16, 1991