

ARTICLES OF AMENDMENT AND RESTATEMENT

OF THE

WAKEFIELD CHAPEL WOODS HOMES ASSOCIATION

This is to certify that we, the undersigned, on behalf of the Members of the Wakefield Chapel Woods Homes Association file these Articles of Amendment and Restatement pursuant to the provisions of the Virginia Non-Stock Corporation Act as hereinafter set forth:

1. The name of the corporation is:

WAKEFIELD CHAPEL WOODS HOMES ASSOCIATION

2. The previously filed Articles of Incorporation are superceded and replaced in full by the following:

**AMENDED AND RESTATED**

**ARTICLES OF INCORPORATION**

**OF**

**WAKEFIELD CHAPEL WOODS HOMES ASSOCIATION**

**ARTICLE I**

The name of the corporation is WAKEFIELD CHAPEL WOODS HOMES ASSOCIATION, hereafter called the "Association."

**ARTICLE II**

The registered office of the Association is located at *c/o Wakefield Chapel Woods Homes Association, 8509 Sugarbush Court, Annandale, Virginia 22003.*

**ARTICLE III**

Paul Krumhaus, who is a resident of Virginia, and a Director of the Corporation, and whose address is the same as the registered office is hereby appointed the registered agent of this Association.

**ARTICLE IV**

## PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, 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 Common Area as may be acquired by the Association within that certain area of the Annandale District, Fairfax County, Virginia, bounded by Route 236 (Little River Turnpike), by Route I-495, Braddock Road and Guinea Road, and to promote the health, safety and welfare of the residents within those portions of the above described area as may come within the jurisdiction of the Association and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article VIII herein, and for this purpose:

a. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter call the "Declaration," recorded or to be recorded from time to time 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 as therein provided, said Declaration being incorporated herein as if set forth at length;

b. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

c. To acquire (by gift, purchase, or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

d. To borrow money, to mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred; and

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

**ARTICLE V**

**MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one Membership. 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.

**ARTICLE VI**

**VOTING RIGHTS**

Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article V. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such a lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE VII**

**BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of five (5) Directors, who are Members of the Association and such number can be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of the Board of Directors until the selection of their successors are

Name

Address

David Guilliams

8437 Tollhouse Road  
Annandale, VA 22003

Brian Kiviat	8516 Ordinary Way Annandale, VA 22003
Paul Krumhaus	8509 Sugarbush Court Annandale, VA 22003
Robert Mannion	8515 Sugarbush Court Annandale, VA 22003
Margaret Quammen	8604 Ordinary Way Annandale, VA 22003

Directors shall be elected by Members at the annual Association meeting. The term of an Association Director shall be three (3) years. As the term of Directors expire, new Directors shall be elected for terms of three (3) years.

#### **ARTICLE VIII**

##### **ANNEXATION OF ADDITIONAL PROPERTIES**

Section 1. The Association may, at any time, annex common areas and/or residential properties in addition to the Properties described in Article IV and provide for maintenance, preservation and architectural control of residential lots, and so add to its membership under the provisions of Article V, provided that any such annexation shall have the assent of two-third (2/3) of the Members.

#### **ARTICLE IX**

##### **MERGERS AND CONSOLIDATIONS**

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of more than two-third (2/3) of the Members.

#### **ARTICLE X**

##### **AUTHORITY TO MORTGAGE**

Any lien created by a Deed of Trust or Mortgage by the Association of the Common Areas defined in the Declaration shall have the assent of more than two-thirds (2/3) of the Members.

#### **ARTICLE XI**

##### **AUTHORITY TO DEDICATE**

The Association shall have the power to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, and approved by Statute. No such dedication or transfer shall be effective unless approved by more than two-thirds (2/3) of the votes of the Membership. The granting of an easement in the Common Area to any public agency, authority, or utility shall not be considered the dedication, selling or transferring of any or all of the Common Areas.

#### **ARTICLE XII**

##### **DISSOLUTION**

The Association may be dissolved with the assent of more than two-thirds (2/3) of the Members. Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization 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.

#### **ARTICLE XIII**

##### **DURATION**

The Corporation shall exist perpetually.

#### **ARTICLE XIV**

##### **MEETINGS FOR ACTIONS GOVERNED BY ARTICLES VIII THROUGH XII**

In order to take action under Article VIII through XII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all Members not less than twenty-five (25) nor more than fifty (50) days in advance of the meeting. The presence of Members or proxies entitled to cast sixty percent (60%) of the votes of the entire membership, as the Article may provide, shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Members is not present in person or by proxy, Members not present may give their written assent to the action taken thereat.

## **ARTICLE XV**

### **AMENDMENTS**

Amendments of these Articles shall require the assent at a duly held meeting at which a quorum is present of more than two-thirds (2/3) of the votes, in person or by proxy, entitled to be cast by the entire Membership.

IN WITNESS WHEREOF, for the purpose of amending these Articles of Amendment this 8th day of December, 1998, we attest that approval was granted by the Members.

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DAVID GUILLIAMS

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BRIAN KIVIAT

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PAUL KRUMHAUS

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ROBERT MANNION

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MARGARET QUAMMEN