

NOTICE
OF SPECIAL MEETING OF HOME OWNERS

TO ALL MEMBERS OF CARDINAL GLEN OF
LOUDOUN HOMEOWNERS ASSOCIATION

NOTICE IS HEREBY GIVEN that a special meeting of all home owners, members of the Cardinal Glen of Loudoun Homeowners Association, has been called by the Board of Directors of the Association, pursuant to the By-laws.

The special meeting of all home owners of Cardinal Glen Section 1 and Section 2, members of the Association, will be held on the date, at the time, in the place, stated below. The purpose of the meeting is to consider and vote on the Plan of Merger which would merge this Association with the Association that administers Section 3 and Section 4 of Cardinal Glen, resulting in one Association for all Sections of the development. You are invited and encouraged to participate in the meeting, casting your vote in person or by proxy. This notice is given to you in accordance with the by-laws of Cardinal Glen of Loudoun Homeowners Association, Article III, Section 2 and Section 3.

Place of meeting: Loudoun County Public Library at Cascades
21030 Whitfield Place, Potomac Falls, VA

Date of meeting: Monday, September 14, 2015

Time of meeting: 7:30 PM

Notice issued by:

Mathew Bressler
Name:
Title: Secretary
for the Board of Directors

For information contact:

email: board@cardinalglen.org
direct: Jim Babcock, President
cell: 703-795-4946 (leave msg.)

Date of this Notice: August 4, 2015

Exhibit A to Articles of Merger

PLAN OF MERGER

CARDINAL GLEN OF LOUDOUN HOMEOWNERS ASSOCIATION
(A VIRGINIA NONSTOCK CORPORATION)

MERGING WITH

NUMBER THREE AND FOUR CARDINAL GLEN OF LOUDOUN
HOME OWNERS ASSOCIATION
(A VIRGINIA NONSTOCK CORPORATION)

RESULTING IN

CARDINAL GLEN OF STERLING HOMEOWNERS ASSOCIATION, INC.
(A VIRGINIA NONSTOCK CORPORATION)

THIS PLAN and AGREEMENT OF MERGER (herein called “this Agreement”), dated this 22nd day of July 2015, by and between CARDINAL GLEN OF LOUDOUN HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation (referred to herein as CGHOA) and NUMBER THREE AND FOUR CARDINAL GLEN OF LOUDOUN HOME OWNERS ASSOCIATION, a Virginia nonstock corporation (referred to herein as 34HOA), each of which nonstock corporations is sometimes described in this agreement as a “Participating Nonstock Corporation,”

W I T N E S S E T H:

WHEREAS, CGHOA is a nonstock corporation duly organized and existing by merger under the laws of the Commonwealth of Virginia, having been incorporated on December 13, 1978, and 34HOA is a nonstock corporation duly organized and existing under the laws of the Commonwealth of Virginia, having been incorporated on May 14, 1984; and,

WHEREAS, both of the Participating Nonstock Corporations are homeowner associations serving a single contiguous Cardinal Glen community in Sterling, Virginia, that was established and developed in four separate sections by three different builders at different times,

but sharing the same access, entry, roadways, neighborhood, and interests; and,

WHEREAS, the board of directors of each Participating Nonstock Corporation finds it advisable for the general welfare and advantage of the Participating Nonstock Corporations and their respective members, owners of the residential lots and homes in the Cardinal Glen community, that the Participating Nonstock Corporations merge together to form a new, single, nonstock corporation pursuant to this Agreement, and the Participating Nonstock Corporations respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the law of the Commonwealth of Virginia;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties do hereby agree, in accordance with the applicable provisions of the law of the Commonwealth of Virginia that the Participating Nonstock Corporations shall merge and be merged into a single, new, nonstock corporation, namely, CARDINAL GLEN OF STERLING HOMEOWNERS ASSOCIATION, INC., a Virginia nonstock corporation not now existing and to be and become newly-formed as the survivor corporation resulting from the merger of the Participating Nonstock Corporations (which newly-formed nonstock corporation is referred to herein as the “Surviving Nonstock Corporation”), and the terms and conditions of the merger hereby agreed upon (referred to herein as the “Merger”) which the parties covenant to observe, keep and perform, and the mode of carrying the Merger into effect, are and shall be as set forth hereinafter.

ARTICLE I - Effective Time of the Merger

At the effective time of the Merger, the separate existence of CGHOA and the separate existence of 34HOA shall cease and each shall be merged into the Surviving Nonstock Corporation. For accounting purposes, consummation of this Agreement shall be effected on September 15 , 2015.

ARTICLE II - Bylaws

The Bylaws of the Surviving Nonstock Corporation shall be such as are adopted by the Board of Directors of the Surviving Nonstock Corporation at its initial or organizational meeting, and the Bylaws of Cardinal Glen of Sterling Homeowners Association, in the form approved by the directors of CGHOA and the directors of 34HOA at the time of their respective approvals of this Agreement and plan of Merger, shall be the initial Bylaws of the Surviving Nonstock Corporation until the same may be altered or amended in accordance with the provisions thereof.

ARTICLE III - Directors and Officers

The individuals serving as directors of CGHOA and the individuals serving as directors of 34HOA at the effective time of the Merger shall be the directors of the Surviving Nonstock Corporation until their respective successors are duly elected and qualified. Subject to the authority of the Board of Directors as provided by law and by the Bylaws of the Surviving Nonstock Corporation, the individuals serving as officers of the Surviving Nonstock Corporation shall be chosen in the manner as therein provided.

ARTICLE IV - The Effect of the Merger

A. At the effective time of the Merger, there shall be no change to the conditions of membership, nor to the rights, obligations, duties, or privileges of the members. Persons or entities now members of the Associations for Cardinal Glen Section 1, Section 2, Section 3, and Section 4, shall automatically and without more, become members of the Surviving Nonstock Corporation and each person or entity now a member of any such Section of Cardinal Glen shall remain subject to the respective Declarations governing such owner's ownership of a lot. Ownership of any lot in Cardinal Glen shall remain the sole qualification for membership in the Surviving Nonstock Corporation, which shall consolidate the oversight and continue the administration of the Declarations for each of the four Sections of Cardinal Glen.

B. At the effective time of the Merger, the Surviving Nonstock Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises of both a public and a private nature, and be subject to all the restrictions, disabilities, and duties of each Participating Nonstock Corporation, and all of the rights, privileges, immunities, powers and franchises of each Participating Nonstock Corporation and all property, real, personal and mixed, and all debts due to either of the Participating Nonstock Corporations on whatever account shall be vested in the Surviving Nonstock Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Nonstock Corporation as they were of the respective Participating Nonstock Corporations, and the title to any real estate vested by deed or otherwise in either of said Participating Nonstock Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that all of the rights of creditors and all liens upon any property of either of said Participating Nonstock Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens as of the effective time of the Merger, and all debts, liabilities and duties of said Participating Nonstock Corporations, respectively, shall thenceforth attach to the Surviving Nonstock Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Nonstock Corporation.

ARTICLE V - Operations

Prior to the effective time of the Merger, neither of the Participating Nonstock Corporations shall engage in any activity or transaction other than an activity or transaction in the ordinary course of business and except as contemplated by the Agreement.

ARTICLE VI - Approval of Members, Filing of Certificate

This Agreement shall be submitted to the members of each of the Participating Nonstock

Corporations as provided by law and by their respective certificates of incorporation at meetings which shall be held on August 28, 2015 or on such other date as the Boards of Directors of the Participating Nonstock Corporations shall mutually approve. After such adoption and approval by the members and subject to the conditions contained in this Agreement, Articles of Merger shall be signed, verified and delivered to the State Corporation Commission of the Commonwealth of Virginia.

ARTICLE VII - Conduct Pending Merger

From and after the date of this Agreement and prior to the effective time of the Merger, neither of the Participating Nonstock Corporations will, without the prior written consent of the other:

- (a) Amend its existing Articles of Incorporation or existing Bylaws except as may be necessary to enable it to carry out any provision of this Agreement; and
- (b) Engage in any material activity or transaction or incur any material obligation, whether by contract or otherwise, and except in the ordinary course of its business.

ARTICLE VIII - Articles of Incorporation

The Articles of Incorporation of the Surviving Nonstock Corporation, to be known as Cardinal Glen of Sterling Homeowners Association, Inc., shall be as set forth in Attachment 1 of the Plan of Merger and shall be the Articles of Incorporation to be submitted to the State Corporation Commission pursuant to ARTICLE VI of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed below by all of the directors of each of the Participating Nonstock Corporations and each has affixed its corporate seal hereto and caused attestation by the Secretary or Assistant Secretary of such Participating Nonstock Corporation, all as of the day and year first above written.

CARDINAL GLEN OF LOUDOUN HOMEOWNERS ASSOCIATION

ATTEST:

Matthew Beale
Secretary

Law DeWaal
James Batech

DIRECTORS:

Thomas E. Wilke
Mary Kipp

NUMBER THREE AND FOUR CARDINAL GLEN OF LOUDOUN HOME OWNERS ASSOCIATION

ATTEST:

William Byrd
Secretary

Andrea Martin

DIRECTORS:

Robert K. Bassett
Tom J. Farrell
Bruce van Roent
Wilma Sulzbach

Exhibit B to Articles of Merger

RESOLUTION

Approving And Recommending Merger
Of
Cardinal Glen of Loudoun Homeowners Association
And
Number Three And Four Cardinal Glen of Loudoun Home Owners Association
Into
Cardinal Glen of Sterling Homeowners Association, Inc.

WHEREAS, the Board of Directors of CARDINAL GLEN OF LOUDOUN HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation, considers it to be in the best interests of this corporation that it merge with NUMBER THREE AND FOUR CARDINAL GLEN OF LOUDOUN HOME OWNERS ASSOCIATION, a Virginia nonstock corporation, to result in a new Virginia nonstock corporation to be known as CARDINAL GLEN OF STERLING HOMEOWNERS ASSOCIATION, INC., pursuant to the terms of a Plan of Merger which has been submitted to this meeting for the consideration of the Directors, it is hereby

RESOLVED, that the terms and conditions of the Plan of Merger submitted to this meeting are approved and that this Corporation commence and complete the merger as described pursuant to the terms of such Plan; AND IT IS,

RESOLVED, that the President and the Secretary of this corporation are hereby authorized and directed to execute and deliver in the name of this corporation the Plan of Merger submitted to this meeting, a copy of which is attached hereto and marked as Exhibit A and is incorporated by this reference; AND IT IS,

RESOLVED, that the officers of this corporation are authorized and directed to obtain the approval of the aforesaid Plan of Merger by a vote of the members having voting rights at a regular meeting of the Board of Directors hereby called for on the¹¹..... day of^{MAY}....., 2015, at^{8:30}..... o'clock^P..... m., at the^{CASCADES LIBRARY home} located at^{21030 WHITFIELD PLACE}..... in Sterling, Virginia 20164; AND IT IS,

RESOLVED that the Board of Directors RECOMMENDS to the members the adoption

of the Plan of Merger; AND IT IS,

RESOLVED that the officers of this corporation are directed to execute all documents and take all steps necessary and proper to carry out the purposes of these resolutions.

APPROVED as done this11..... day ofMAY..... 2015.

CARDINAL GLEN OF LOUDOUN
HOMEOWNERS ASSOCIATION

By:*James A. Hancock*.....
President

By:*Matthew W. Bessle*.....
Secretary

Exhibit C to Articles of Merger

RESOLUTION

Approving And Recommending Merger
Of
Number Three And Four Cardinal Glen of Loudoun Home Owners Association
And
Cardinal Glen of Loudoun Homeowners Association
Into
Cardinal Glen of Sterling Homeowners Association, Inc.

WHEREAS, the Board of Directors of NUMBER THREE AND FOUR CARDINAL GLEN OF LOUDOUN HOME OWNERS ASSOCIATION, a Virginia nonstock corporation, considers it to be in the best interests of this corporation that it merge with CARDINAL GLEN OF LOUDOUN HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation, to result in a new Virginia nonstock corporation to be known as CARDINAL GLEN OF STERLING HOMEOWNERS ASSOCIATION, INC., pursuant to the terms of a Plan of Merger which has been submitted to this meeting for the consideration of the Directors, it is hereby

RESOLVED, that the terms and conditions of the Plan of Merger submitted to this meeting are approved and that this Corporation commence and complete the merger as described pursuant to the terms of such Plan; AND IT IS,

RESOLVED, that the President and the Secretary of this corporation are hereby authorized and directed to execute and deliver in the name of this corporation the Plan of Merger submitted to this meeting, a copy of which is attached hereto and marked as Exhibit A and is incorporated by this reference; AND IT IS,

RESOLVED, that the officers of this corporation are authorized and directed to obtain the approval of the aforesaid Plan of Merger by a vote of the members having voting rights at a regular meeting of the Board of Directors hereby called for on the^{29th} day of MAY....., 2015, at^{8:00} o'clock^P..m., at the home located at 14 BARNSWALLOW CT..... in Sterling, Virginia 20164; AND IT IS,

RESOLVED that the Board of Directors RECOMMENDS to the members the adoption

of the Plan of Merger; AND IT IS,

RESOLVED that the officers of this corporation are directed to execute all documents and take all steps necessary and proper to carry out the purposes of these resolutions.

APPROVED as done this29th day ofMAY..... 2015.

NUMBER THREE AND FOUR CARDINAL
GLEN OF LOUDOUN HOME OWNERS
ASSOCIATION

By: Robert K. Bassett
.....
President

By: William B. [Signature]
.....
Secretary

Attachment 1 to Plan of Merger

Articles of Incorporation
Of
CARDINAL GLEN OF STERLING HOMEOWNERS
ASSOCIATION, INC.

We, the undersigned, do hereby associate ourselves to establish a corporation in and by virtue of the provisions of the Virginia Non-Stock Corporation Act (Chapter 10, Title 13.1, Code of Virginia 1950, and acts amendatory thereof) for the purposes and in the corporation name hereinafter set forth as follows:

ARTICLE I

The name of the corporation is Cardinal Glen Of Sterling Homeowners Association, Inc., hereinafter called the Association.

ARTICLE II

The initial registered office of the Association is located at 404 Cardinal Glen Circle, in Sterling, Virginia. The name of its initial registered agent is ABS Tax & Accounting Services, Inc., a stock corporation in the state of Virginia and whose address is the same as the address of the initial registered office of the Association.

ARTICLE III

The Association is the survivor corporation as a result of the merger of CARDINAL GLEN OF LOUDOUN HOMEOWNERS ASSOCIATION and NUMBER THREE AND FOUR CARDINAL GLEN OF LOUDOUN HOME OWNERS ASSOCIATION, and is the successor to such corporations. The 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 the

maintenance, preservation and architectural control of the residence Lots and Common Areas within certain tracts of property located in Loudoun County, Virginia described as:

LOTS ONE (1) through FIFTY-SEVEN (57), SECTION ONE, CARDINAL GLEN, and Parcels "A", "B" & "C", as the same appear duly dedicated, platted and recorded in Deed Book 717, at Page 370 among the land records of Loudoun County, Virginia and as subsequently amended; and,

Lots Fifty-Eight (58) through One Hundred Nineteen (119), both inclusive, and Parcels "F", "G" and "H", SECTION TWO, CARDINAL GLEN, as the same appear duly dedicated, platted and recorded among the land records of Loudoun County, Virginia, in Deed Book 797 at Page 224 and as subsequently amended; and,

Lots ONE HUNDRED TWENTY (120) through ONE HUNDRED FORTY-NINE (149), both inclusive, and Lots ONE HUNDRED FIFTY-SEVEN (157) through ONE HUNDRED SIXTY-FIVE (165), both inclusive, and PARCEL "L", Section THREE (3), Cardinal Glen, as the same appear duly dedicated, platted and recorded in Deed Book 851 at Page 1884 among the land records of Loudoun County, Virginia and as subsequently amended; and,

LOTS ONE HUNDRED FIFTY (150) through ONE HUNDRED FIFTY-SIX (156), both inclusive, and LOTS ONE HUNDRED SIXTY-SIX (166) through ONE HUNDRED EIGHTY-FIVE (185), both inclusive, and Parcels "I", "J" and "K", SECTION FOUR, CARDINAL GLEN, as the same appear duly dedicated, platted and recorded among the land records of Loudoun County, Virginia in Deed Book 841 at Page 541 and as subsequently amended.

and to promote the health, safety and welfare of the residents within the above described properties, and for that purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in those certain Declarations of Covenants, Conditions and Restrictions, hereinafter called the "Declarations", applicable to the properties as recorded in

the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, and as the same may be amended from time to time as therein provided, said Declarations being incorporated herein as if set forth at length, such that the Covenants, Conditions and Restrictions of the existing Declarations applicable to the properties in Sections 1, 2, 3 and 4 of Cardinal Glen shall continue to be applicable as administered by this Association;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declarations; 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) 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) Borrow money and, with the prior approval of more than two-thirds (2/3) of the Members, to mortgage, pledge, deed in trust, or hypothecate any and or all of its real or personal property as security for money borrowed or debts incurred;

(e) Adopt, modify, apply, expand, terminate, or continue, as to all Sections of Cardinal Glen, such policies, resolutions, regulations, procedures, guidelines, requirements or prohibitions respecting the ownership of the Lots, the assessments thereon (whether general or special), the use of the common areas, and all aspects of responsibilities and duties pertaining thereto, as were in place and in force and effect at the time of the Merger for any particular separate or individual Section or Sections of Cardinal Glen, including but not limited to, (i) the interpretations and

definitions of “trucks used in business” and of any other terms, words, or phrases appearing in any Declarations or Covenants of any particular Section; (ii) the imposition of monetary penalties upon a Lot Owner for a violation of the Declarations or Covenants of any particular Section; (iii) the establishment of procedures for notice and a hearing, with provision for fines and other penalties under a mechanism to enforce covenants against and to deter or prevent or terminate or to remedy or cure violations of any Declarations or Covenants by any Lot Owner; and (iv) the enforcement of rules limiting use of the common areas, prohibiting the operation or placing of any motor vehicles on any common areas of any Section of Cardinal Glen, including and not limited to such of these as are promulgated and now in effect for Section 3 and Section 4 of Cardinal Glen; and,

(f) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonstock Corporation Law of the Commonwealth of Virginia by law may now or hereafter have or exercise, including those which the Association may now or hereafter have or exercise under the Property Owners’ Association Act of the Commonwealth of Virginia.

ARTICLE IV

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 or by the predecessors of 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 V

The Association shall have one class of voting membership: Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot and no fractional votes shall be allowed.

ARTICLE VI

The affairs of the Association shall be managed by a Board of Directors and each Director shall also be a Member of the Association. Except for the number of the initial Board of Directors, the number of Directors shall be as fixed by the Bylaws of the Association and may be changed by amendment to the Bylaws of the Association, but may not be reduced below five (5) Directors. The initial Board of Directors shall consist of the following eleven (11) persons, to serve until their successors are duly chosen and qualified, and whose names and addresses are:

Robert K. Bassett
407 Cardinal Glen Circle
Sterling, Virginia 20164

James Babcock
105 Cardinal Glen Circle
Sterling, Virginia 20164

Thomas Fauvell
13 Barn Swallow Court
Sterling, Virginia 20164

Lawrence DeWaard
119 Cardinal Glen Circle
Sterling, Virginia 20164

Matthew Bressler
313 Cardinal Glen Circle
Sterling, Virginia 20164

Thomas Wible
203 Cardinal Glen Circle
Sterling, Virginia 20164

William Bogard
14 Barn Swallow Court
Sterling, Virginia 20164

Mary Kipps
17 Coloma Court
Sterling, Virginia 20164

Wilma Sutherland
413 Cardinal Glen Circle
Sterling, Virginia 20164

Sandra Martin
24 Barn Swallow Court
Sterling, Virginia 20164

Beverly Van Roekel
408 Cardinal Glen Drive
Sterling, Virginia 20164

At the first annual meeting, the Directors shall be divided into three (3) classes, as nearly equal in number as possible, and Directors in one class shall be elected for three (3) years, Directors in a second class shall be elected for two (2) years, and Directors of the third class shall be elected for one (1) year. Thereafter, at each annual meeting of Members, the successors to the class of Directors whose terms shall then expire, shall be elected for a term of three (3) years. When the aggregate number of Directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the classes as nearly equal in number as may be possible. Any vacancy occurring on the Board of Directors may be filled at any meeting of the Board of Directors by the 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 so previously filled, shall be filled at the next succeeding meeting of Members of the Association. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose vacancy was filled.

ARTICLE VII

The highest amount of indebtedness or liability, direct or contingent, to which the

Association may be subject at any one time shall not exceed 150 percent of its income for the previous fiscal year, provided that additional amounts of liability may be authorized by the prior approval of more than two-thirds (2/3) of the Members.

ARTICLE VIII

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporation(s) organized for the same purpose, provided that any such merger or consolidation shall have received the prior approval of more than two-thirds (2/3) of the Members.

ARTICLE IX

Any mortgage by the Association of any of the Common areas defined in the Declarations must have received prior approval by more than two-thirds (2/3) of the Members.

ARTICLE X

The Association shall have 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. No such dedication or transfer shall be effective unless it has received prior approval of more than two-thirds (2/3) of the Members.

ARTICLE XI

The Association may be dissolved by the affirmative vote of more than two-thirds (2/3) of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency to be devoted, as nearly as practicable, to the same purpose 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 XII

The Corporation shall have perpetual existence.

ARTICLE XIII

In any proceeding brought by or in the right of the Corporation or brought by or on behalf of any Members of the Corporation, or otherwise as allowed by rule or by statute, now or hereafter in effect, the liability of an officer or director of the Corporation for damages assessed arising out of a single transaction, occurrence or course of conduct, shall be limited to the greatest extent possible under §13.1-870.1 of the Code of Virginia, or other applicable provision of law or regulation, and such liability amount is hereby fixed at zero, in all instances where such limitation may apply.

The Corporation shall have power to indemnify any officer or director or former officer or director, against liability for damages assessed or expenses incurred in connection with any action or proceeding threatened or commenced against such officer or director, owing to service rendered as such officer or director, in any manner permitted or required by these Articles of Incorporation, or by the Bylaws of the Corporation, or by any rule or statute or regulation applicable to such indemnity power, now or hereafter in effect.

ARTICLE XIV

Any amendment of these Articles shall require the affirmative vote of more than seventy-

five percent (75%) of the Members. No amendment shall be effective unless signed by at least one Lot Owner. Any amendment must be recorded.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the Commonwealth of Virginia, we, the undersigned, as the incorporators of this Association, have executed these Articles of Incorporation this ^{16th} day of JUNE 2015.

Robert K Bassett
.....
Robert K. Bassett

James Babcock
.....
James Babcock

COMMONWEALTH OF VIRGINIA, AT LARGE:

COUNTY OF LOUDOUN to-wit:

The undersigned Notary Public in and for the Commonwealth of Virginia hereby certifies that Robert Bassett and James Babcock, whose names are signed to the foregoing Articles of Incorporation, acknowledged the same before me in my jurisdiction aforesaid, on this 16th day of June 20 15 ..



Aubrey Benjamin Scott
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7520658
My Commission Expires
June 30, 2016

Aubrey B. Scott
.....
Notary Public

City/County of Loudoun
Commonwealth of Virginia
The foregoing instrument was acknowledged before me
this 16th day of June, 2015
by Aubrey B. Scott Notary Public
AUBREY BENJAMIN SCOTT
Reg. #7520658 Commission Exp. 6/30/2016

Notary Benjamin Scott
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 1250688
My Commission Expires
June 30, 2018



Notary Public
Benjamin Scott
Reg. # 1250688
My Commission Expires June 30, 2018

The foregoing instrument was acknowledged before me
this _____ day of _____

Notary Public
Benjamin Scott
Reg. # 1250688
My Commission Expires June 30, 2018