

ARTICLES OF INCORPORATION

FOR

MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION.

ARTICLE I

NAME

The name of this corporation is Meadows at Morris Farm Community Association, a non-stock corporation pursuant to Chapter 10 of Title 13.1 of the Code of Virginia (1950), as amended (the "Act"). The duration of the corporation is perpetual.

ARTICLE II

INTERPRETIVE PROVISIONS

2.1. Definitions. Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Act. Capitalized terms used herein or in the Bylaws shall have the meanings specified for such terms below.

(1) "Additional Land" means the land as designated in Exhibit B to the Declaration and such as may be designated as Additional Land in amendments to Exhibit B made by the Declarant from time to time, which the Declarant may submit to the Declaration and to the jurisdiction of the Association pursuant to Section 4.1 of the Declaration, or any land that the Association may submit to the Declaration and assume jurisdiction over pursuant to Section 4.2 of the Declaration.

(2) "Articles of Incorporation" means these Articles of Incorporation for MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION filed with the Virginia State Corporation Commission, as amended from time to time.

(3) "Association" means MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION and, with respect to the rights and obligations of the Association set forth in the Declaration, its successors and assigns.

(4) "Association Documents" means collectively, these Articles of Incorporation, the Declaration, Supplementary Declarations and the Bylaws, all as amended from time to time. Any exhibit, schedule, certification or amendment to an Association Document is an integral part of that document.

(5) "Board of Directors" or "Board" means the executive and administrative entity established by Article V of these Articles of Incorporation as the governing body of the Association.

(6) "Builder" means a Person (other than the Declarant) who is regularly in the business of and purchases land or two or more Lots within the Property solely for the purpose of constructing residential improvements for resale or rental.

(7) "Bylaws" means the Bylaws of the Association, as amended from time to time.

(8) "Common Area" means, at any given time, all of the Property other than Lots, including any improvements thereon, then owned or leased by the Association for the benefit, use and enjoyment of the Owners; provided, however, that real estate within the Property is not Common Area solely because it is burdened by an easement for utilities, landscaping, storm water management or signage or is dedicated as a public street or roadway even though the Association may maintain such area.

(a) "Reserved Common Area" means a portion of the Common Area for which the Board of Directors has granted a temporary, revocable license for exclusive use pursuant to Section 3.9 of the Declaration. The Recreational Facilities shall be treated as Reserved Common Area.

(b) "Limited Common Area" means a portion of the Common Area which has been designated by the Declarant pursuant to Section 3.9 of the Declaration for the primary or exclusive (if specifically designated) use, as appropriate, of Owners of one or more but fewer than all of the Lots.

(9) "Common Expenses" means all expenses incurred by or on behalf of the Association, including those associated with Recreational Facilities, together with all sums determined by the Board of Directors to be reasonably necessary for the creation and maintenance of reserves pursuant to the provisions of the Association Documents. Except when the context clearly requires otherwise, any reference to Common Expenses includes Limited Common Expenses .

"Limited Common Expenses" means all expenses incurred by or on behalf of the Association and benefiting one or more but fewer than all of the Owners and assessed against the Lots owned by the Owners benefited pursuant to paragraph (2) of Section 6.2(a) of the Declaration.

(10) "Covenants Committee" means any of the committees that may be established by the Board of Directors or the Declarant pursuant to Article 9 of the Declaration to assure that the Property will be maintained in a manner consistent with the purposes and intents of the Declaration. Any reference to the Covenants Committee shall mean the appropriate Covenants Committee having authority with respect to the Lot as provided in Article 9 of the Declaration and below.

(11) "Declarant" means Brookfield Morris Farm, LLC, a Virginia limited liability company. Following recordation of a document assigning to another Person all or some of the rights reserved to the Declarant under the Association Documents, pursuant to Section 5.3 of the Declaration, the term "Declarant" or "declarant" shall mean or include that assignee.

(12) "Declarant Control Period" means the period ending on the later of: (1) the fifteenth anniversary of the date of recordation of the Declaration or (ii) the tenth anniversary of the date of recordation of the most recent Supplementary Declaration adding Additional Land, provided, however, that once the Declarant Control Period has expired, the recordation of a subsequent Supplementary Declaration shall not reinstate the Declarant Control Period; and provided, further, that if the Declarant is delayed in the improvement and development of the Property due to a sewer, water or building permit moratorium or other cause or event beyond the Declarant's control, then the aforesaid period shall be extended for the period of the delay or three years, whichever is less); (2) the date seventy-five percent of the total maximum number of votes permitted to be located on the Submitted Land and/or the Additional Land are initially occupied or owned by Owners other than the Declarant (or a lender holding Special Declarant Rights) or a Builder (the foregoing number may be increased or decreased in accordance with any amendments to the Development Plan or approvals affecting the number of permitted dwellings or if Exhibits A or B of the Declaration are amended to describe land not originally described in such Exhibits A or B which would allow an increased number of votes); or (3) the date specified by the Declarant in a written notice to the Association that the Declarant Control Period is to terminate on that date.

(13) "Declaration" means the Declaration for Meadows at Morris Farm made by the Declarant and recorded among the Land Records. The term Declaration shall include all amendments to the Declaration: (i) amending the provisions therein pursuant to Article 15 of the Declaration, and (ii) except when the context clearly requires otherwise, Supplementary Declarations submitting Additional Land to the terms of the Declaration and the jurisdiction of the Association ("Supplementary Declaration") pursuant to Article 4 of the Declaration.

(14) "Development Period" means the period of time that the Declarant (or a lender holding Special Declarant Rights) or any Builder is engaged in development or sales of the Property or the Additional Land or activities relating thereto, during which time the Declarant (or a lender holding Special Declarant Rights) is entitled to exercise certain "Special Declarant Rights" under the Association Documents as described in Article 5 of the Declaration. When (i) all the Submitted Land is owned by Owners other than the Declarant (or a lender holding Special Declarant Rights) or a Builder; (ii) all the Additional Land is owned by Owners other than the Declarant (or a lender holding Special Declarant Rights) or a Builder; and (iii) all of the bonds held by a governmental agency with respect to the Property have been released, then the Development Period shall end.

(15) "Land Records" means the land records of Prince William County, Virginia.

(16) "Lot" means a portion of the Property designated as a separate subdivided lot of record (but not including the land designated as Common Area and owned or leased by the Association or land dedicated for public street purposes) on a plat of subdivision, resubdivision, consolidation or boundary line adjustment of a portion of the Property recorded among the Land Records or any other parcel of land held in separate ownership and includes any improvements now or hereafter appurtenant. The common area owned by any property owners' association

operating within the Property shall be treated as a Lot, except that no voting rights or Assessments are associated with such property and except as specifically stated otherwise.

(17) "Majority Vote" means a simple majority (more than fifty percent) of the votes in each class entitled to be cast by members present in person or by proxy at a duly held meeting at which a quorum is present, Any vote of a specified percentage of members means that percentage with respect to the total number of votes in each class actually cast by members present 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 (or a committee) means that percentage with respect to votes entitled to be cast at a duly held meeting of the Board (or committee) at which a quorum is present. Any vote of or approval by a specified percentage of the Mortgagees means a vote of or approval (whether actual or presumed) by the Mortgagees calculated according to the number of votes allocated to the Lots (or the Owners of the Lots) on which a Mortgage is held by a Mortgagee.

(18) "Mortgagee" means an institutional lender (one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such lender, or any combination of any of the foregoing entities) holding a first mortgage or first deed of trust ("Mortgage") encumbering a Lot which has notified the Board of Directors of its status and has requested all rights under the Association Documents in writing pursuant to Section 13.2 of the Declaration. Only for the purpose of the notice and inspection rights in Articles 13, 14 and 15 of the Declaration, the term "Mortgagee" shall also include the Federal Housing Administration ("FHA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), Fannie Mae (formerly the Federal National Mortgage Association) ("FNMA"), the Department of Veterans Affairs ("VA"), the Government National Mortgage Association ("GNMA") and any other public or private secondary mortgage market agency participating in purchasing, guarantying or insuring Mortgages which has notified the Board of Directors of such participation in writing (together the "Secondary Mortgage Agencies").

(19) "Officer" means any Person holding office pursuant to the Bylaws.

(20) "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. The term "Owner" is also used to refer to a member of the Association. Notwithstanding the foregoing, in the case of any Subassociation governing a portion of the Property, to the extent so provided in the applicable Supplementary Declaration, the Subassociation shall be deemed to be the member entitled to vote in the Association.

(21) "Person" means a natural person, corporation, partnership, limited liability company, association, trust or other entity capable of holding title or any combination thereof

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

(23) "Recreational Facilities" means the swimming pools, tennis courts and associated community buildings and any other facilities owned by the Association.

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

(25) "Subassociation" means any owners association, condominium unit owners association or cooperative association governing a portion of the Property, representing Owners of Lots and created by a declaration or other appropriate instrument recorded among the Land Records. Any such subassociation shall be created only by the Declarant or with its consent.

(26) "Subassociation Documents" means collectively, the Articles of Incorporation, the Supplementary Declaration(s) and Bylaws, all as amended from time to time relating to such Subassociation. Any exhibit, schedule, certification or amendment to a Subassociation Document is an integral part of that document.

(27) "Submitted Land" means the land designated as such in Exhibit A of the Declaration and all land which is from time to time submitted to the Declaration.

(28) "Supplementary Declaration" means any declaration submitting land to the terms of the Declaration and subjecting such land to the jurisdiction of the Association, whether or not such Supplementary Declaration contains additional provisions reflecting the unique characteristics of the real estate being submitted, or submitting a portion of the Property to such supplementary covenants in accordance with the provisions of Article 4 of the Declaration. A Supplementary Declaration may be part of a deed of subdivision.

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

2.2. Construction of Association Documents.

(1) Captions. The captions are inserted only for reference, and in no way define, limit or describe the scope of any provision.

(2) 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.

(3) Severability. Each provision of an Association Document is severable from every other provision, and the invalidity or unenforceability of any one or more provisions shall not

change the meaning of or otherwise affect any other provision. To the extent that any provision of the Association Documents is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent practicable, the provision shall be enforced.

(4) Interpretation. If there is any conflict between the Association Documents, the Declaration and then the applicable Supplementary Declarations shall control, except as to matters of compliance with the Act, in which case the Articles of Incorporation shall control. Specific provisions shall control general provisions, except that a construction consistent with the Act shall in all cases control over any inconsistent construction. The provisions of the Bylaws shall control over any conflicting provision of any rule, regulation or other resolution adopted pursuant to any of the Association Documents.

(5) Complementarity of Association Documents and Incorporation by Reference. The Association Documents shall be construed together and shall be deemed to incorporate one another in full. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others. Any provision of any Association Document referenced in any other Association Document with the intent to incorporate the provisions of the Association Document into the other Association Document shall be deemed incorporated therein, as if set forth in full.

ARTICLE III PURPOSE

The Association does not contemplate pecuniary gain or profit to its members. 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) establish and administer the architectural standards governing the Property;

(3) promote and provide for the health, safety, convenience, comfort and general welfare of the Owners of the Lots and the occupants of the Property.

(4) impose, collect and disburse dues and assessments in accordance with the provisions of the Declaration;

(5) engage in and sponsor civic activities relating to the cultural, educational, social and civic affairs of the Owners of Lots or occupants of the Property;

(6) exercise all other powers and perform all duties and obligations of the Association as set forth in the Association Documents with respect to all or any portion of the Property; and

(7) exercise the powers now or hereafter conferred by law on Virginia non-stock corporations as may be necessary or desirable to accomplish the purposes set forth above.

ARTICLE IV
MEMBERSHIP AND VOTING

4.1. Membership. Membership of the Association shall at all times be, and be limited to, the Declarant (during the Development Period) and the Persons who constitute Owners of the Lots. 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. Each such Person is entitled to attend all meetings of the Association. Membership in the Association is mandatory.

(1) Classes; Voting Rights. The Association shall have the following classes of members:

(a) The Class A Owners shall be the Owners of Lots, other than the Declarant during the Declarant Control Period or a Builder, and shall have one vote for each owned Lot. Builders shall not have any votes.

(b) The Class B Owner shall be the Declarant. The Declarant shall have 990 votes less the number of votes held by the other Owners when a vote is taken. If the Declaration is amended from time to time to include Additional Land that was not originally described on Exhibits A and B of the Declaration when it was recorded or the Development Plan or Proffers, as defined in the Declaration, are amended to increase the maximum number of votes held by Owners on the Additional Land, then the number of votes of the Class B Owner described above shall be increased by one and one-half times the number of votes that would be appurtenant to Lots that could be created on such land if such land were fully developed under the applicable zoning and submitted to the Declaration.

(c) After the Declarant Control Period expires, the Declarant shall have one vote as a Class B Owner, and the Declarant shall also become a Class A Owner and have Class A votes with respect to the Lots owned by the Declarant. The Class B membership shall expire at the end of the Development Period.

(d) Any person qualifying as a member of more than one voting class may exercise those votes to which such Person is entitled for each such class; provided, however, that such Person shall not simultaneously have more than one class of vote for the same Lot.

(e) Except as specifically otherwise set forth in the Declaration, Members of the Association shall have the right to vote only to elect the Board of Directors of the Association, to amend these Articles of Incorporation as set forth herein, and to dissolve the Association as set forth herein, and shall have no other voting rights.

(2) Election of the Board of Directors of the Association. On or after the first meeting of the Members after the Class B membership has terminated, directors shall be elected by the Members in accordance with Article V of these Articles of Incorporation. Until the first

meeting of the Members after Class B membership has terminated, the Board of Directors shall consist of three (3) directors appointed by the Class B Owner. As long as the Declarant has the status of a Class B Owner, it shall have the right to appoint the directors. Other rules and regulations governing the election of the Board of Directors of the Association shall be as set forth in the Bylaws.

4.2. Additional Provisions Governing Voting. Additional provisions governing rights and procedures shall be as set forth in the Bylaws.

4.3. Required Vote. Except for the matter of the election of the Board of Directors of the Association, which shall be governed by Section 5.2 hereof, a Majority Vote of the Members shall be necessary for the adoption of any matter voted upon, except that (a) at least an sixty-seven percent (67%) vote of the members, including the affirmative vote of the Class B Owner, if any, shall be necessary to dissolve the Association; and (b) the vote required to approve any amendment to the Articles or to the Bylaws which may diminish or impair the rights of the Declarant or to dissolve the Association during the Development Period must include the affirmative vote of the Class B Owner, if any. Voting shall not be conducted by class. The Bylaws shall be amended only in accordance with the terms thereof. The Association is also bound by the requirements set forth in the Declaration and shall not take any action in violation thereof.

4.4. Cumulative Voting. There shall be no cumulative voting.

ARTICLE V BOARD OF DIRECTORS

5.1. Initial Directors. The three initial directors of the Association are Kimberly S. Mackmin, Richard J. Dengler and Quentin L. Royer, whose addresses are 8500 Executive Park Avenue, Suite 300, Fairfax, VA 22031. The initial directors shall serve until their successors are elected in accordance with Section 5.2 hereof. The Declarant shall be entitled to remove and replace the initial directors at will until the Declarant Control Period expires.

5.2. Election of Directors and Term of Office.

At the first meeting of the Members after the Declarant Control Period has expired, or at any special meeting called by the Class B Owner to transfer control of the Board of Directors, the Board shall consist of five (5) Directors, each serving for a three (3) year term. Four (4) of the Directors shall be the candidates with the two (2) highest votes from each Subassociation in each of the Subassociation elections, as provided for such Subassociation in its Subassociation Documents, and one (1) Director shall be elected at large for a term of three (3) years. All successor directors shall be elected to serve for terms of three (3) 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. In the case of a failure to hold an election at a designated time, the directors holding over shall have the authority and power to manage the business of the Association until their successors are duly elected.

5.3. Election Procedures; Qualifications.

(1) Elections Committee. At least forty-five (45) days prior to each meeting of the Association at which the directors are to be elected, 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 two (2) other persons who are not members of the Board. The Elections Committee shall develop election procedures and administer such procedures as are approved by the Board providing for election of directors by ballot at annual meetings and, where appropriate, at special meetings.

(2) Nominations. Persons qualified to be directors may be nominated for election only by a nominating petition submitted to the chairman of the Elections Committee at least twenty (20) days before the meeting at which the election is to be held. The nominating petition must be 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 a willingness to serve.

(3) Qualifications. No Person shall be eligible for election as a member of the Board of Directors unless such Person is an Owner, an Owner's tenant, an Owner's spouse, an officer, trustee, general partner (or officer or partner of the general partner) or agent of an Owner, the Declarant (or a designee of the Declarant), or a Mortgagee in possession (or a designee of a Mortgagee in possession). No Owner or representative of such Owner shall be elected as a director or continue to serve as a director if such Owner is more than sixty (60) days delinquent in meeting financial obligations to the Association.

(4) Exception During Declarant Control Period. Notwithstanding any other provision of this section, during the Declarant Control Period, the Board of Directors may waive or modify any requirements under Subsections (1) and (2) above.

5.4. Action by Board of Directors. At all meetings of the Board of Directors a majority of the total number of directors shall constitute a quorum for the transaction of business, and a Majority Vote of the directors while a quorum is present shall constitute a decision of the Board of Directors, unless otherwise provided in the Act, these Articles of Incorporation or the Bylaws. The Board of Directors may not mortgage, pledge or dedicate to the repayment of indebtedness or otherwise transfer, convey or encumber any or all of the Association property without the approval of the members and Mortgagees as may be required by Section 15.4 of the Declaration.

5.5. Removal or Resignation of Directors. Except with respect to initial directors, directors appointed by the Class B Owner and replacements thereof, at any regular or special meeting of the Association duly called, any one (1) or more of the directors may be removed with or without cause by members entitled to cast a majority of the total number of votes, and a

successor may then and there be elected to fill the vacancy thus created; provided, however, that if such removed director shall be one (1) of the Directors required to be a member of a Subassociation Board, such vacancy shall be filled in accordance with the applicable Subassociation Documents. No director may be removed, however, if a sufficient number of votes is cast against removal which, if then cumulatively voted at an election of all the directors, would be sufficient to elect such director.

Any director whose removal has been proposed by the members shall be given at least ten (10) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. The notice given to members of such meeting shall state that one of the purposes of the meeting is to remove such director. The Class B Owner may remove and replace any initial director(s) or any director(s) appointed by the Class B Owner or a replacement thereof at will, pursuant to Section 5.2 hereof. A director may resign at any time by giving notice to the Board of Directors, the President or the Secretary. Unless otherwise specified, such resignation shall take effect upon the receipt thereof and the acceptance of such resignation shall not be necessary to make it effective. Except for an initial director or any director appointed by the Class B Owner or replacement thereof, a director 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 such director is not in attendance at three (3) consecutive regular meetings of the Board without approval for such absence, and the minutes reflect the Board's decision to remove the absent director. No director appointed by the Class B Owner need be a resident of the Property, but at all times any director, except for a director appointed by the Class B Owner, shall be deemed to have resigned at such time such director ceases to be a resident of the Property.

5.6. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a director by the members or by the Class B Owner shall be filled as provided by the relevant Subassociation Documents if the vacancy is of a Director who is one (1) of the Subassociation Directors required to also be a member of the Board, or, otherwise, by a Majority Vote of the remaining directors at the meeting of the Board held for such purpose promptly after the occurrence of such vacancy or, if the directors remaining in office constitute fewer than a quorum, an affirmative vote of the majority of the directors remaining in office, even though the directors present at such meeting 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 members shall be filled by a vote of the members, pursuant to Sections 4.4 and 5.5 hereof, and shall serve the remainder of the term of the director being replaced. The term of the replacement directors shall expire so that the terms shall remain unaffected. The Class B Owner shall designate the successor to an initial director or any director appointed by the Class B Owner.

ARTICLE VI INITIAL REGISTERED OFFICE

The initial registered office of the Association is located in the County of Prince William, with a mailing address of 14914 Jefferson Davis Highway, Woodbridge, VA 22192, at which

office the initial registered agent of the Association is Geary H. Rogers, Esq., an individual resident in the Commonwealth of Virginia and a member of the Virginia State Bar.

ARTICLE VII AMENDMENT

These Articles may not be amended unless the amendment is adopted by at least a Majority Vote of the members, pursuant to Section 13.1-886 of the Act. No amendment to these Articles may diminish or impair the rights of the Declarant without the affirmative vote of the Class B Owner, if any. The Association shall take no action to amend the Articles of Incorporation in violation of Section 15.4 of the Declaration.

ARTICLE VIII DISSOLUTION

The Association may not be dissolved unless the resolution to dissolve is adopted by at least an sixty-seven percent (67%) vote of the members, pursuant to Section 13.1-902 of the Act, and such vote includes the affirmative vote of the Class B Owner, if any. Upon termination of the Declaration and the 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 non-profit 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 site plan is approved 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, use or layout, then the Common Area and other assets of the Association may be distributed as agreed upon by at least a sixty-seven percent (67%) vote of the members, including a Majority Vote of Owners other than Declarant during the Declarant Control Period. This Article may not be amended without the prior written approval of sixty-seven percent (67%) of the Mortgagees. The Association shall take no action to dissolve the Association or transfer Common Area except in accordance with Section 15.4 and Article 16 of the Declaration.

ARTICLE IX MERGERS AND CONSOLIDATIONS

The Association may merge or consolidate with other corporations as provided by the Act; however, no such merger or consolidation in and of itself without further action by the members shall in any way affect the rights of the members in the Association and under the Declaration.

ARTICLE X SUBSIDIARY CORPORATIONS

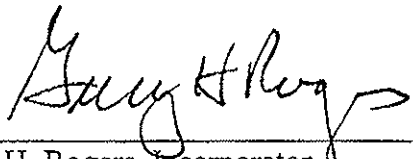
The Association shall have the right to form one or more subsidiary corporations, for any purpose(s) deemed appropriate by a Majority Vote of the Board of Directors. Without limiting the generality of the foregoing, one or more subsidiary corporations may be formed for the

operation and maintenance of any specific area or to perform any function within the Property; provided, however, any such subsidiary corporation shall be subject to the Declaration and may not take any action to lessen or abate the rights of the members under the Association Documents.

The name and address of the Incorporator are as follows: Geary H. Rogers, Esq., Compton & Duling, L.C., 14914 Jefferson Davis Highway, Woodbridge, VA 22191.

IN WITNESS WHEREOF, the Corporation has executed these Articles of Incorporation on December 7, 2004.

MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION

By: 
Geary H. Rogers, Incorporator

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, NOVEMBER 16, 2011

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

Meadows at Morris Farm Community Association

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

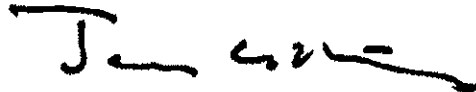
CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective November 16, 2011.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "James C. Dimitri", written over a horizontal line.

James C. Dimitri
Commissioner

ARTICLES OF AMENDMENT
OF
MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION
(amending Articles of Incorporation)

ARTICLES OF AMENDMENT OF
MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION

The undersigned, on behalf of the nonstock corporation set forth below, pursuant to Title 13.1, Chapter 10, Article 10 of the Code of Virginia, states as follows:

1. The name of the corporation is Meadows at Morris Farm Community Association.
2. The corporation's Articles of Incorporation are hereby amended as follows, effective as of November 1, 2011 (the effective date of the merger of Meadows at Morris Farm South Homeowners Association and Meadows at Morris Farm North Homeowners Association into Meadows at Morris Farm Community Association as the surviving of the merger):

- a. Section 5.2 of Article V is replaced in its entirety with the following:

5.2 Election of Directors and Term of Office. After the effective date of the merger of Meadows at Morris Farm South Homeowners Association and Meadows at Morris Farm North Homeowners Association into the Association, at the first annual meeting of the Association at which the terms of all the then existing Directors are expiring, the Members shall elect a Board of Directors consisting of five Directors who shall be elected to serve staggered terms as follows: one Director shall be elected for a one-year term, two Directors shall be elected for two-year terms, and the remaining two directors shall be elected for three-year terms. The initial term lengths of the elected Directors shall be based on the number of votes each elected Director receives so that the Directors receiving the greatest number of votes serve the longest terms. For example, the two elected Directors receiving the greatest number of votes shall serve the three-year terms. Thereafter, all successor Directors shall be elected by the Members to serve three-year terms, thus maintaining staggered terms, except as otherwise provided in Section 5.6 hereof relating to the filling of vacancies. Except for death, resignation or removal, the Directors shall hold office until their respective successors have been elected. In the case of a failure to hold an election at a designated time, the Directors holding over shall have the authority and power to manage the business of the Association until their successors are duly elected.

- b. Section 5.5 of Article V is replaced in its entirety with the following:

5.5 Removal or Resignation of Directors. Any Director may be removed from the Board of Directors with or without cause, by a majority vote of the Members present, in person or by proxy, at a regular or special meeting of the Association duly called for that purpose, and a successor may then and there be elected by the Members to fill the vacancy thus created, with the successor serving for the unexpired term of the Director predecessor. Any Director whose removal has been proposed by Members 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 prior to the vote. The notice to Members of such a meeting shall state that one of the purposes of the meeting is to remove such Director.

A Director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Unless otherwise specified in the resignation notice, such resignation

shall take effect upon the receipt thereof and the acceptance of such resignation shall not be necessary to make it effective. A Director shall be deemed to have resigned upon the disposition by the Owner of the Lot which made such Person eligible to be a Director, or if such Director is not in attendance at three consecutive regular meetings of the Board without the Board's approval for such absence and the minutes reflect the Board's decision to remove the absent Director. Any Director shall be deemed to have resigned at such time such Director ceases to be a resident of the Property.

c. Section 5.6 of Article V is replaced in its entirety with the following:

5.6. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by the Members shall be filled by a majority vote of the remaining Directors at a meeting of the Board held for such purpose promptly after the occurrence of such vacancy, or if the Directors remaining in office constitute fewer than a quorum, an affirmative vote of the majority of directors remaining in office, even though the Directors present at such meeting constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next Association meeting at which Directors are elected, preserving staggered terms. Vacancies caused by removal of a Director by the Members shall be filled by a vote of the Members pursuant to Section 5.5 hereof, and shall serve the remainder of the term of the Director being replaced. The term of the replacement Directors shall expire so that the terms shall remain unaffected and the staggered terms are maintained.

3. The foregoing amendments were adopted by the corporation on July 20, 2011.

4. The amendments were proposed by the corporation's board of directors and submitted to the members in accordance with the provisions of Title 13.1, Chapter 10 of the Code of Virginia, and at a meeting of the members at which a quorum of each voting group was present:

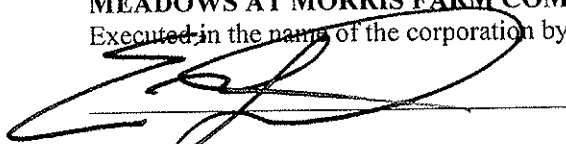
(a) The total number of votes cast for and against the amendments by each voting group entitled to vote separately on the amendments was:

<i>Voting group</i>	<i>Total votes FOR</i>	<i>Total votes AGAINST</i>
<u>Class A Members</u>	<u>60</u>	<u>0</u>
<u>Class B Member</u>	<u>1</u>	<u>0</u>

(b) And the number cast for the amendments by each voting group was sufficient for approval by that voting group.

MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION

Executed in the name of the corporation by:

 [signature] 11/4/11 [date]
Eric M. Lippold [printed name] President/Director [title]

0628223-0 [State Corporation Commission ID No.]