

ARTICLES OF INCORPORATION
OF
ISLAND CREEK COMMUNITY ASSOCIATION, INC.

In compliance with the requirements of Chapter 10 of Title 13.1 of the 1950 Code of Virginia, amended, the undersigned, who is at least twenty-one (21) years of age, has this day, by execution of these Articles of Incorporation, voluntarily declared himself to be an incorporator for the purpose of forming a non-stock, non-profit corporation pursuant to the general laws of Virginia, and does hereby certify

ARTICLE I

Definitions

The words in these Articles that begin with capital letters (other than words that would be normally capitalized) shall have the following meanings assigned to them.

"Association" shall mean and refer to Island Creek Community Association, Inc., a Virginia non-stock corporation, its successors and assigns.

"Board of Directors" shall mean and refer to the Board of Directors of the Association and any board, group or entity of the successor or assign to the Association serving in a comparable capacity to the Board of Directors of the Association.

"Class A Members" shall mean and refer to all Owners except, during the Development Period, the Developer.

"Class B Member" shall mean and refer to the Developer.

"Common Areas or Community Facilities" shall mean and refer to all real property and the improvements thereon from time to time owned or leased by the Association for the common use and enjoyment of the Members. Such property may (but need not) include any common areas, public, neighborhood or community buildings community centers and plazas, day care centers, recreational or educational facilities, natural resource facilities, park and other open space land, lakes and streams, storm water management and drainage facilities, community streets, pathway and bikeway systems, pedestrian facilities, needed in connection with water supply, sewage disposal, gas, electric, or other utility lines, equipment or installations.

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Island Creek Community Association, Inc., as it may from time to time be amended or supplemented in the manner provided therein.

"Developer" shall mean and refer collectively to Hunter Tract Associates LP, a Virginia limited partnership, its successors and assigns, provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in an instrument of succession or assignment designating a party as the Developer hereunder or which pass by operation of law.

"Development Period" shall mean and refer to the period commencing on the date of the Declaration and terminating on the earlier of (a) December 31, 2003; (b) the day next following four (4) years from the date on which the Developer owns any part of the Property or any of the land described in Exhibit "B" to the Declaration or (c) the date specified by the Developer in a written notice to the Association that the Developer Control Period is to terminate on that date. If the Developer is delayed on the improvement and development of the Property due to a sewer, water or building permit moratorium or other cause or event beyond the Developer's control, then the aforesaid period shall be extended for the length of the delay or two years, whichever is less.

"Dwelling Unit" shall mean any portion of the Property, as improved, intended for any type of independent ownership for use and occupancy as a residence by a household and shall, unless otherwise specified, include within its meaning (in way of illustration, but not limitation) condominium units, apartment and cooperative units, patio or zero lot line homes, as may be used and defined as herein provided or as provided in subsequent Declarations covering all or part of the Property.

"Federal Housing Administration" ("FHA") shall mean and refer to that governmental agency of the United States of America so entitled and any agency or regulatory authority of the United States of America which succeeds the Federal Housing Administration.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property upon which a Dwelling Unit(s) could be constructed in accordance with the Fairfax County zoning ordinances and to each condominium unit or apartment or cooperative unit on the Property created in accordance with the applicable laws of Virginia in effect from time to time. "Lot" shall not mean and refer to Community Facilities.

"Member" shall mean and refer to the Class A Members and the Class B Member of the Association.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Dwelling Unit which is part of the Property but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this definition, the owner of Dwelling Units in an apartment shall be the record owner of the apartment building or buildings. The owner of Residential Units in a cooperative shall be the cooperative corporation.

"Person" shall mean and refer to any individual, corporation, joint venture, partnership, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other separate legal entity.

"Property" shall mean and refer to those certain lands in Fairfax County, Virginia, more particularly described in Exhibit "A" to the Declaration. The Developer owns or may acquire other lands described in Exhibit "B" to the Declaration, which it may, in accordance with Article VII of the Declaration, subject to the Declaration during the Development Period.

"Residents" shall mean and refer to (i) each individual occupying any Dwelling Unit pursuant to a lease agreement with the Owner thereof who, if requested by the Board of Directors, has delivered proof of such lease agreement to the Board of Directors; (ii) members of the immediate family of such individual or of an Owner who actually resides within the Property and in the same household with each such individual or Owner; and (iii) any person who has a fixed place of habitation at a Dwelling Unit of any such individual or Owner to which, whenever he is absent, he has the intention of returning.

"Veterans Administration" ("VA") shall mean and refer to that governmental agency of the United States of America so entitled and any agency or authority of the United States of America which succeeds the Veterans Administration.

ARTICLE II

Name of Corporation

The name of the Corporation is Island Creek Community Association, Inc., hereinafter called the "Association"

ARTICLE III

Registered Office

The Initial registered office of the Association is located at 448 Viking Drive, Suite 220, Virginia Beach, Virginia 23452 which is in the City of Virginia Beach.

ARTICLE IV

Registered Agent

Raymond Gottlieb, who is a resident of the state of Virginia, a member of the Board of Directors of the Association, and whose business address is 448 Viking Drive, Suite 220, Virginia Beach, Virginia 23452, is hereby appointed the initial registered agent of this Association.

ARTICLE V

Powers and Purposes

The Association does not contemplate pecuniary gain or profit to the Members and no part of

the net earnings of the Association shall inure to the benefit of any Member or individual except through the acquisition, construction, management, maintenance or care of Common Area or through the rebate of any excess membership dues, fees or assessments.

The purpose or purposes for which the Association is organized are (i) to provide for the acquisition, construction, management, maintenance and care of the Common Area, (ii) at its option to obtain, manage and maintain services for the Property, or sections thereof, including, as necessary, refuse collection, street cleaning and snow plowing; and (iii) to take other acts or actions which would promote the health, safety or welfare of the Owners and Residents. For this purpose, the Association shall have the power and authority to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Conditions and Restrictions, hereinafter called the 'Declaration', applicable to the Property and recorded or to be recorded among the Land Records 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 and made a part hereof;

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

(d) Borrow money, and with the assent of more than two-thirds (2/3) of each class of members' mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred;

(e) 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 all members entitled to vote. No such dedication or transfer shall be effective unless two-thirds (2/3) of each class of the then voting members agree to such dedication, sale or transfer at any special meeting of the members duly called for such purpose.

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of more than two-thirds (2/3) of each class of members, unless the Declaration or Bylaws provides otherwise.

(g) Have and exercise any and all powers, rights and privileges which a non-stock, non-profit corporation organized under the laws of the Commonwealth of Virginia by law may now or hereafter have or exercise.

ARTICLE VI

Classes of Members

The Association shall have the following classes of members:

Class A. Class A Members shall be all Owners (with the exception of the Developer as provided in subparagraph (b) of Article VII hereof. A Person shall automatically become a Class A Member upon his becoming an Owner and shall remain a Class A Member for so long as he is an Owner.

Class B. The Class B Member shall be the Developer.

ARTICLE VII

Voting Rights of Members

(a) Each Class A Member shall be entitled to one (1) vote on each matter submitted to the members for each Lot owned by such Class A Member which is not Exempt Property. If more than one Dwelling Unit is located on any Lot (which is not Exempt Property) the Class A Member owning such Lot shall be entitled to one vote on each matter submitted to the members for each Dwelling Unit located on such Lot. Any Class A Member who is in violation of the Declaration, as determined by the Board of Directors in accordance with the provisions thereof and regulations established thereunder shall not be entitled to vote during any period in which such violation continues. If a Lot shall be owned by more than one owner, such owners shall be deemed to constitute a single Class A Member as to such Lot and shall collectively be entitled to a single vote for such Lot (or for each Dwelling Unit located on such Lot) as to each matter properly submitted to the Members.

(b) The Class B Member shall originally be entitled to three (3) votes for each Lot owned. The Class B membership shall terminate and become converted to Class A membership upon the happening of the earlier of the following:

- (i) When the total outstanding Class A votes equal or exceed the total Class B votes;
- (ii) December 31, 2003; or
- (iii) Such earlier time as Developer in its sole discretion, determines.

(c) Any vote of the Members shall be taken without regard to class of membership except in those instances requiring the affirmative vote or approval of each class of membership in accordance with the Declaration and the Articles of Incorporation or Bylaws of the Association.

(d) The Members shall have the right to vote to amend these Articles of Incorporation pursuant to Article X. Any such amendment shall require the affirmative vote of the Developer during the Development Period. In any event, these Articles of Incorporation shall not be amended so as to be inconsistent with the Declaration. Notwithstanding anything to the contrary herein contained, the Class B member shall have the exclusive right to amend these Articles of Incorporation during the Development Period if such amendment is necessary to bring the Articles

of Incorporation into compliance with any rule, regulation or requirement of the Federal Housing Administration, the Veterans Administration or Fairfax County, Virginia.

ARTICLE VIII

Board of Directors

The affairs of this Association shall be managed by the Board of Directors consisting of not fewer than three (3) Directors and not more than seven (7) Directors. The initial Board shall consist of three (3) Directors appointed by the Developer. At the first Annual Meeting the Board of Directors may be expanded to consist of no more than seven (7) Directors. Until the Class B membership and the Class B voting rights expire, the Board shall consist of appointed Directors and elected Directors. Thereafter, all Directors shall be elected.

The initial Board of Directors shall consist of three (3) members. The names and addresses of the persons who are to initially act in the capacity of Directors until the selection of their successors are:

John E. Cowles
5400 Shawnee Road
Suite 308
Alexandria, VA 22312

Thomas Davis
5400 Shawnee Road
Suite 308 .
Alexandria, VA 22312

Raymond Gottlieb
448 Viking Drive
Suite 220
Virginia Beach, Virginia 23452

ARTICLE IX

Dissolution

The Association shall exist in perpetuity unless dissolved as provided herein.

The Association may be dissolved at an Annual or Special Meeting by the vote of two-thirds (2/3) of the Members of each Class as provided in Section 13.1-902, Code of Virginia, 1950, as amended. Written notice of such proposed action shall be sent to all Members not less than twenty-five (25) nor more than fifty (50) days prior to a meeting called for such purpose. Upon dissolution of the Association, the assets both real and personal of the Association shall be (1) granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization engaged in activities substantially similar to those of the Association and which are qualified as exempt organizations under the Internal Revenue Code of 1954, or the corresponding provisions of any future United States

Internal Revenue law, or (ii) 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 provided. however, that any such dedication shall require the affirmative vote of sixty six and two-thirds percent (66-2/3%) of the votes then held by all Class A Members.

ARTICLE X

Amendments

Amendment of these Articles shall require the affirmative vote of seventy-five percent (75%) of the entire membership.

IN WITNESS WHEREOF, for the purpose of forming this Corporation, under the laws of the State of Virginia, the undersigned, incorporator of this Association, has executed these Articles of Incorporation this 8th day of September, 1993

*/ ORIGINAL SIGNED /
Christine Holaday*

*STATE OF VIRGINIA
CITY/COUNTY OF Arlington : to-wit:*

*The foregoing instrument was acknowledged before me this 8th day of September, 1993 by
Christine Holaday*

*/ORIGINAL SIGNED/
Sandra L. Walker
NOTARY PUBUC*

My commission expires: July 31, 1997

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7/12/90;7/8/93;8/23/93*