

AMENDED AND RESTATED
ARTICLES OF INCORPORATION FOR
CASCADES COMMUNITY ASSOCIATION, INC.

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AMENDED AND RESTATED
ARTICLES OF INCORPORATION
FOR
CASCADES COMMUNITY ASSOCIATION, INC.

ARTICLE 1

NAME

The name of this corporation is Cascades Community Association, Inc., which is hereby incorporated as a nonstock 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 2

INTERPRETIVE PROVISIONS

Section 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 Real Estate" means the real estate so designated in Exhibit B or shown on Exhibit C to the Declaration and such real estate as may be designated as Additional Real Estate 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 real estate 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 the Cascades Community Association, Inc. filed with the Virginia State Corporation Commission, as amended from time to time.

(3) "Association" means the Cascades Community Association, Inc. 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 and the Bylaws as amended from time to time. Any exhibit, schedule, certification or amendment to an Association Document shall be an integral part of that document.

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

(6) "Builder" means a Person who in the regular course of business purchases Lots or raw land solely for purpose of constructing 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, then owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of the Owners; provided, however, that real estate is not Common Area solely because it is burdened by an easement for utilities, landscaping, storm water management or signage, even though maintained by the Association. A portion of the Common Area which the Association has the right to maintain as Community Trails or otherwise for the benefit of the Owners may be located within a Lot. For the purposes of maintenance, operation and control, such portion of the Lot shall be treated as Common Area; for the purposes of ownership, such portion shall be part of the Lot and shall be included in the calculation of voting rights and assessments.

(9) "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds determined by the Board of Directors to be necessary for the creation and maintenance of reserves pursuant to the provisions of the Association Documents. Except where the context clearly requires otherwise, any reference to Common Expenses includes Limited Common Expenses and Recreational Facilities Expenses.

(a) "Limited Common Expenses" means expenses incurred by the Association and benefiting one or more but less than all of the Lots pursuant to Subsection 6.2(a)(2) of the Declaration, but not including Recreational Facilities Expenses.

(b) "Recreational Facilities Expenses" means expenses incurred by the Association for the management and Upkeep of and insurance for the Recreational Facilities and such amounts as the Board of Directors may determine to be necessary to create reserves for the repair and replacement of the Recreational Facilities.

(10) "Covenants Committee" means the committee that may be established by the Board of Directors 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.

(11) "Declarant" means collectively, Primrose Development Corporation, a Maryland corporation and Bondy Way Development Corporation, a Maryland corporation. Each of the Persons comprising the Declarant may unilaterally assign the declarant rights such Person is entitled to exercise, pursuant to Section 5.2 of the Declaration. Each of the Persons comprising the Declarant may unilaterally exercise its rights under the Association Documents. Following recordation of an instrument, pursuant to Section 5.2 of the Declaration, assigning to another Person some or all of the rights reserved to the Declarant under the Association Documents, the term "Declarant" shall mean that assignee in addition to or instead of either of the entities listed above.

(12) "Declarant Control Period" means the period ending on the earlier of: (1) the later of (i) the tenth anniversary of the date of recordation of the Declaration or (ii) the fifth anniversary of the date of recordation of the most recent Supplementary Declaration adding Additional Real Estate (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 length of the delay or three years, whichever is less); (2) the date the number of votes of Class A members equals the number of votes of the Class E member; 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 Cascades dated June 22, 1989 and recorded August 16, 1986 in Deed Book 1053 at Page 1202 among the land records for Loudoun County, Virginia and recorded on August 29, 1989 in Deed Book 7412 at Page 971 among the land records for Fairfax County, Virginia as amended by the Amended and Restated Declaration for Cascades also recorded among the Land Records. The term Declaration shall include all amendments thereto: (i) amending the provisions of the Declaration pursuant to Article 15 of the Declaration, and (ii) except when the context clearly requires otherwise, Supplementary Declarations submitting Additional Real Estate to the terms of the Declaration and the jurisdiction of the Association pursuant to Article 4 of the Declaration.

(14) "Development Period" means the period of time that the Declarant or Builders are engaged in development or sales, or activities related thereto, anywhere on the Property or the Additional Real Estate. When all the real estate described in Exhibit A or B to the Declaration, or an amendment thereto, has

been conveyed to Owners other than the Declarant or a Builder then the Development Period shall end.

(15) "Land Records" means the land records of Loudoun County and Fairfax County, Virginia, the jurisdictions in which the Property and the Additional Real Estate are located.

(16) "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 exclusive use of one or more but less than all of the Owners.

(17) "Lot" means a portion of the Property designated as a separate subdivided lot of record (but not including the real estate designated as Common Area and owned by the Association) on a plat of subdivision, resubdivision, consolidation or boundary line adjustment of a portion of the Property recorded among the Land Records, or any plot of real estate held in separate ownership, and includes any improvements now or hereafter appurtenant to that real estate. "Lot" also means any condominium unit created in accordance with Chapter 4.2 of Title 55 of the Code of Virginia (1950), as amended.

(a) "Civic Lot" means a Lot containing improvements primarily used and occupied for a public purpose and owned by a governmental entity, including without limitation schools, fire and rescue stations, police stations, libraries and parks. If a Civic Lot is no longer used and occupied for a public purpose and owned by a governmental entity, such Lot shall no longer be a Civic Lot and shall be treated as a Nonresidential Lot, Multifamily Residential Lot or Single Family Residential Lot, as may be appropriate, for the purposes of voting and assessments.

(b) "Multifamily Residential Lot" means any Lot upon which the improvements are primarily intended for use and occupancy as a residence, containing more than one dwelling unit, and, unless otherwise specified, includes without limitation Lots containing rental apartments or elderly congregate care facilities.

(c) "Nonresidential Lot" means any Lot used primarily for nonresidential purposes, and unless otherwise specified, includes without limitation Lots containing churches, office buildings, retail uses, restaurants, hotels, commercial condominium units, day care facilities or similar uses.

(d) "Single Family Residential Lot" means any Lot upon which the improvements are primarily intended for use and occupancy as a single residence, containing only one dwelling unit, and unless otherwise specified, includes without limitation Lots containing residential condominium units, townhouses or detached or semi-detached single family homes.

(18) "Majority Vote" means a simple majority (more than fifty percent) of the votes entitled to be cast by members present in person or by proxy at a duly held meeting of the members 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 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 by a specified percentage of the Board of Directors (or the Covenants Committee) means that percentage with respect to votes entitled to be cast by directors (or committee members) present at a duly held meeting of the Board of Directors (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 by the Mortgagees of Lots calculated according to the number of votes allocated to the Lot on which each has a Mortgage.

(19) "Mortgagee" means an institutional lender (one or more commercial 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 requested all rights under the Association Documents. Only for the purposes of the notice and inspection rights in Articles 13, 15 and 16 of the Declaration, the term "Mortgagee" shall also include the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Federal National Mortgage Association, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity if such entity is participating in purchasing, guarantying or insuring Mortgages on Lots and the Board of Directors has notice of such participation.

(20) "Officer" means any Person holding office pursuant to Article 6 of the Bylaws.

(21) "Owner" means one or more Persons who own a Lot in fee simple, including contract sellers, but does not mean a Person having an interest in a Lot solely by virtue of an unrecorded contract or as security for an obligation.

(22) "Person" means a natural person, corporation, partnership, association, trust or other entity capable of holding title to real estate, or any combination thereof.

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

(24) "Reserved Common Area" means a portion of the Common Area for which the Board of Directors has granted a revocable license for exclusive use by one or more but less than all of the Owners, pursuant to Section 3.9 of the Declaration.

(25) "Rules and Regulation" 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.

(26) "Submitted Real Estate" means the real estate designated as such in Exhibit A to the Declaration and all real estate which is from time to time submitted to the Declaration.

(27) "Supplementary Declaration" means an Amendment to the Declaration submitting Additional Real Estate to the terms of the Declaration and subjecting such Additional Real Estate to the jurisdiction of the Association whether or not such Supplementary Declaration contains additional provisions reflecting the unique characteristics of the real estate being added, pursuant to Article 4 of the Declaration.

(28) "Upkeep" means care, inspections, maintenance, operation, repair, repainting, remodelling, restoration, improvement, renovation, alteration, replacement and reconstruction.

Section 2.2. Construction of Association Documents.

(a) Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the document in which used or any provision thereof.

(b) 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.

(c) Severability. Each provision of an Association Document is severable from every other provision and the invalidity 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 Document 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.

(d) Interpretation. If there is any conflict between the Association Documents, the Declaration shall control, except as to matters of compliance with the Act, then the Articles of Incorporation shall control. Particular provisions shall control general provisions, except that a construction consistent with the Act shall in all cases control over any construction inconsistent therewith. The provisions of the Bylaws shall control over the provisions of any rule, regulation or other resolution adopted pursuant to any of the Association Documents.

(e) Complementarity of Association Documents and Incorporation by Reference. The Association Documents shall be construed together and shall be deemed to incorporate one another. 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 3

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) exercise all 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
- (4) exercise the powers now or hereafter conferred by law on Virginia nonstock corporations necessary or desirable to accomplish the above purposes.

ARTICLE 4

MEMBERSHIP AND VOTING

Section 4.1. Membership. Members 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 and transfers automatically with ownership of a Lot.

Section 4.2. Classes of Members; Voting Rights.

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

The Class A members shall be the Owners of Single Family Residential Lots, other than the Declarant, and shall have one vote for each such Lot upon the earlier of: (1) conveyance of such Lot to an Owner other than the Declarant or a Builder or (2) three months after issuance of a certificate of occupancy or similar permit issued by the appropriate government agency with respect to the dwelling unit located upon such Lot.

The Class B members shall be the Owners of Multifamily Residential Lots, including the Declarant, and shall have one vote for each ten dwelling units located on such Lot for which a building permit or similar permit has been issued by the appropriate government agency.

The Class C members shall be the Owners of Nonresidential Lots, including the Declarant, and shall have one vote for each Lot.

The Class D members shall be the Owners of Civic Lots and shall have no vote.

The Class E member shall be the Declarant. The Declarant shall have 7,100 votes [a number equal to one and one-half times the total number of Class A votes projected when the Submitted Real Estate and Additional Real Estate are fully developed] less the number of votes held by Class A members when a vote is taken. If the Declaration is amended from time to time to include additional real estate that was not originally described on Exhibits A or B to the Declaration when the Declaration was recorded, the votes of the Class E member described above shall be increased by one and one-half times the number of Class A votes that would be appurtenant to any Lots created on such real

estate if such real estate were fully developed under the applicable zoning regulations and submitted to the Declaration.

When all the real estate described in Exhibits A or B of the Declaration or any amendments thereto has been conveyed to Owners other than the Declarant or a Builder, the Class E membership shall expire.

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.

(b) Assignment of Voting Rights. Any member may assign such member's voting rights, as such voting rights relate to a particular Lot owned by such member, to a lessee of such Lot; provided, however, that the initial term of the lease for such Lot is for a period of not less than five years; and provided, further, that such assignment is evidenced by a written certificate signed by the member and witnessed by a person, other than the assignee, who shall sign their name and address. Such certificate shall be filed with the Secretary.

(c) Additional Provisions Governing Voting. Additional provisions governing voting rights and procedures shall be as set forth in Article 3 of the Bylaws.

Section 4.3. Required Vote. A Majority Vote of the members shall be necessary for the adoption of any matter voted upon, except that: (1) at least a Sixty-seven Percent Vote of the members shall be necessary to adopt any amendment of these Articles or to dissolve the Association; (2) the vote required to approve any amendment to these Articles or the Bylaws which would impair the rights of the Declarant under the Association Documents or to dissolve the Association must include the affirmative vote of the Class E member; and (3) directors shall be elected in accordance with Section 5.2 below. Voting shall not be conducted by class. The Association is also bound by the requirements set forth in Section 15.4 of the Declaration and shall not take any action in violation thereof.

ARTICLE 5

BOARD OF DIRECTORS

Section 5.1. Initial Directors. INTENTIONALLY OMITTED.

Section 5.2. Election of Directors and Term of Office.

(a) Declarant-Controlled Board of Directors. The initial Board of Directors consists of three persons; thereafter, the number of directors may be increased to not more than nine

directors pursuant to this subsection and Section 4.2 of the Bylaws. Except as provided in this section, all directors shall be elected by the Class E member who shall elect, remove and replace all such directors at will, and designate the terms thereof, until the meeting described in Subsection 5.2(b). The term of office of at least one but less than three of the directors elected by the Class E member at the first election of directors shall expire at the third annual meeting following their election, the term of office of at least one but less than three of the directors shall expire at the second annual meeting following their election and the term of office of at least one but less than three of the directors shall expire at the first annual meeting following their election. The actual number of directors whose term of office expires at each of the three annual meetings described in the preceding sentence shall be one-third (or a fraction as near to one-third as possible) of the total number of directors. Thereafter, each director shall serve for a three-year term. If the aggregate number of directors is increased pursuant to this section, terms shall be established so that one-third (or a fraction as near to one-third as possible) of the total number of directors is elected each year.

The Board of Directors shall be expanded as follows:

(1) The Class E member may expand the Board of Directors by electing up to two directors in addition to the three initial directors or replacements thereof at any time from the creation of the Association until the meeting described in Subsection 5.2(b).

(2) At the first annual meeting following the issuance of a certificate of occupancy or similar permit by the appropriate governmental agency for dwelling units located on at least 500 Single Family Residential Lots, but in any event not later than the fifth annual meeting of the Association, the Board of Directors shall be expanded to include one additional director which must be a Class A, B or C member.

(3) At the first annual meeting following the issuance of a certificate of occupancy or similar permit by the appropriate governmental agency for dwelling units located on at least 1000 Single Family Residential Lots, but in any event not later than the tenth annual meeting of the Association, the Board of Directors shall be expanded to include a second additional director which must be a Class A, B or C member.

(4) At the first annual meeting following the issuance of a certificate of occupancy or similar permit by the appropriate governmental agency for dwelling units located on at least 1,500 Single Family Residential Lots, but in any event not later than the fifteenth annual meeting of the Association, the

Board of Directors shall be expanded to include a third additional director which must be a Class A, B or C member.

(5) At the first annual meeting following the issuance of a certificate of occupancy or similar permit by the appropriate governmental agency for dwelling units located on at least 2,000 Single Family Residential Lots, but in any event not later than the twentieth annual meeting of the Association, the Board of Directors shall be expanded to include a fourth additional director which must be a Class A, B or C member.

All members with voting rights (including the Class E member) shall elect the directors representing the Class A, B and C members. The positions on the Board not reserved for representatives of the Class A, Class B or Class C members shall be filled by directors elected solely by the Class E member until the meeting described in subsection 5.2(b).

(b) Owner-Controlled Board of Directors. At the first annual meeting of the Association following the end of the Declarant Control Period or at any special meeting called by the Class E member to transfer control of the Board of Directors, the number of directors shall be increased to nine and all but two of the directors elected by the Class E member shall resign. During the Development Period, the Class E member shall have the right to elect, remove and replace two directors. The remaining directors shall be elected by all classes of members having voting rights (including the Class E member). After the Development Period and the Class E membership have expired, the two directors previously elected solely by the Class E member shall be elected by all classes of members having voting rights.

The persons elected shall serve for the remainder of the terms of office of the resigning directors who such persons replace, or if no resignation was required for the terms of office necessary so that the term of office of one-third (or a fraction as near to one-third as possible) of the directors shall expire at the first three annual meetings after their election. The directors receiving the greatest vote shall be elected for the longest available terms. All successor directors shall be elected to serve for staggered terms of three 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.

Section 5.3. Election Procedures; Qualifications.

(a) Elections Committee. At least forty-five days prior to each meeting of the Association at which directors are elected by members other than the Class E member, 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 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 of the members at annual meetings and, where appropriate, special meetings.

(b) Nominations. Persons qualified to be directors may be nominated only by submitting an application to the chairman of the Elections Committee at least twenty-five days before the meeting at which the election is to be held. Such application shall be signed by at least three other Owners and either signed by the nominee or accompanied by a document signed by the nominee indicating a willingness to serve as a director; provided, however, that 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 candidate has submitted an application. The nominee must either be present and consent to the nomination or have indicated in writing the willingness to serve.

(c) 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 spouse, an officer, trustee, 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 days delinquent in meeting financial obligations to the Association.

(d) 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 (a) and (b) above.

(e) Ward System. If the Board of Directors so resolves, the class representation system may be abandoned and some or all of the directors shall be elected based on a ward system. If the ward system is implemented, a successor to any director chosen from a particular ward must be an Owner of a Lot within that same ward, except for directors designated by the Class E member. If there is no candidate from a particular ward, however, any person who is otherwise qualified may fill such Board position. No Owner may seek election in any one year from more than one ward. Each ward shall be designated on a map of the Property by the Board of Directors, such map to be maintained by the Secretary. Each ward shall elect one director from among the Owners of Lots in that ward. Ward boundaries shall initially be fixed by the Board of Directors and may thereafter be changed only by a Majority Vote of the members.

Section 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 Bylaws may be amended solely in accordance with Article 12 of 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 required by Section 15.4 of the Declaration.

Section 5.5. Removal or Resignation of Directors. Except with respect to initial directors, directors elected by the Class E member and replacements thereof, at any regular or special meeting of the Association duly called, any one 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 by the members to fill the vacancy thus created.

Any director whose removal has been proposed by the 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. 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 E member may remove and replace any initial director or any director elected by the Class E member or a replacement thereof at will, pursuant to Section 5.2 hereof. A director may resign at any time 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, any director elected by the Class E member 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 not in attendance at three consecutive regular meetings of the Board, if the minutes reflect the Board's decision to remove the director for such absences. No director need be a resident of the Property, but beginning at such time as the directors are elected by all members entitled to vote rather than elected solely by the Class E member and at all times thereafter, if any director was a resident when elected by all the members such director shall be deemed to have resigned at such time as such director ceases to be a resident.

Section 5.6. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a director by the members, or the Class E member, if appropriate, shall be filled 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 Section 5.5 hereof, and shall serve the remainder of the term of the director being replaced. The Class E member shall designate the successor to an initial director or any director elected by the Class E member. The term of the replacement directors shall expire so that the staggered terms shall remain unaffected.

ARTICLE 6

INITIAL REGISTERED OFFICE

INTENTIONALLY OMITTED.

ARTICLE 7

AMENDMENT

These Articles may not be amended unless the amendment is adopted by at least a Sixty-seven Percent 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 E member, if any. The Association may not make any amendment in violation of Section 15.4 of the Declaration.

ARTICLE 8

DISSOLUTION

The Association may not be dissolved unless the resolution to dissolve is adopted by members entitled to cast at least eighty percent of the total number of votes, including the affirmative vote of the Class E member, if any. The Association may not be dissolved except in accordance with Section 15.4 of the Declaration. 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 nonprofit 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 such portion of the Common Area is no longer

necessary to the new design, layout or use, then the Common Area and the other associated assets of the Association may be disposed of as agreed upon by a Sixty-seven Percent Vote of the members and any profit distributed in accordance with Subsection 6.2(h) of the Declaration or as otherwise agreed upon by a Sixty-seven Percent Vote of the members. Any conveyance of Common Area must also comply with Section 15.4 of the Declaration. This Article may not be amended without the prior written approval of Fifty-one Percent of the Mortgagees as required by Section 15.4 of the Declaration.

ARTICLE 9

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.

FIRST ARTICLES OF AMENDMENT AND RESTATEMENT
FOR
CASCADES COMMUNITY ASSOCIATION, INC.

Pursuant to the provisions of Sections 13.1-886 through 13.1-889 of the 1950 Code of Virginia, as amended, the undersigned being the President and Secretary of Cascades Community Association, Inc. ("Association"), a Virginia nonstock corporation, hereby certify to the Commonwealth of Virginia State Corporation Commission that

FIRST: The name of the corporation is Cascades Community Association, Inc.

SECOND: The Articles of Incorporation for Cascades Community Association, Inc. are hereby amended and restated as attached.

THIRD: The Board of Directors adopted a resolution approving the submission of the amendments contained in the Amended and Restated Articles of Incorporation attached hereto to the members in accordance with Section 13.1-886 of the Virginia Nonstock Corporation Act on September 1, 1990. The members approved the attached Amended and Restated Articles of Incorporation by a vote of 8973 to 4 out of 8979 votes entitled to be cast at a meeting of the members held on October 2, 1990 at which a quorum was present (in compliance with Section 13.1-886 of the Act and Article 7 of the Articles of Incorporation). The members voted as a single voting group.

IN WITNESS WHEREOF, the undersigned President of the Cascades Community Association, Inc. declares that the facts herein stated are true as of NOVEMBER 1, 1990.

ATTEST:

CASCADES COMMUNITY
ASSOCIATION, INC., a
Virginia nonstock corporation

[Corporate Seal]

By: 

Secretary

By: 

President

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

November 6, 1990

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

CASCADES COMMUNITY ASSOCIATION, INC.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF RESTATEMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective November 6, 1990.

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



Commissioner

AMENACPT
CIS20436
90-11-06-0009

Commonwealth of Virginia



State Corporation Commission

I, William J. Bridge, Clerk of the State Corporation Commission, do hereby certify that

the foregoing is a true copy of all documents constituting the charter of CASCADES COMMUNITY ASSOCIATION, INC..

Nothing more is hereby certified.

In Testimony Whereof I hereunto set my hand and
affix the Official Seal of the State
Corporation Commission, at
Richmond, this 08 day of
November A. D. 19 90



William J. Bridge
Clerk of the Commission