

ARTICLES OF INCORPORATION
BRIDLEWOOD COMMUNITY ASSOCIATION

We hereby associate to form a non-stock corporation under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia, and to that end set forth the following:

ARTICLE I

Name

The name of the corporation is BRIDLEWOOD COMMUNITY ASSOCIATION, hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 410 East Jericho Turnpike, Mineola, New York 11501.

ARTICLE III

Registered Office

The street address of the initial registered office of the Association is 14914 Jefferson Davis Highway, Woodbridge, Virginia 22191. The name of the county in which the initial registered office is located is Prince William County, Virginia. The name of the Association's initial registered agent is Geary H. Rogers, who is a resident of the Commonwealth of Virginia, a member of the Virginia State Bar,

and whose business office is the same as the registered office of the Association.

ARTICLE IV

Purposes and Powers

4.01 General Purposes. The Association is not formed for pecuniary gain or profit, direct or indirect, to itself or its "Members". The general purposes for which the Association is formed are to provide for and to promote the health, safety, common good and social welfare of the Owners, Tenants and Residents (all hereinafter defined) in that area of the Residential Planned Community in Prince William County, Virginia known as Bridlewood being developed by Birchwood at Gainesville Corp., a Virginia corporation (the "Developer"), and located upon the "Property" described in that certain Bridlewood Community Association Declaration of Covenants, Conditions and Restrictions (the "Declaration") made by the Developer and recorded in the land records of Prince William County, Virginia, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference, and any additional land zoned for residential use within the real property described in the Deed recorded in Deed Book 1738 at Page 175 and in Deed Book 1738 at Page 179 of the land records of Prince William County, Virginia which may be made subject to the Declaration, and to enhance and

protect the value, desirability and attractiveness of the Bridlewood Community.

4.02 Specific Purposes. In furtherance of the above general purposes, the Association shall have the following specific purposes:

(a) To do any and all lawful things and acts within its powers as set forth in these Articles of Incorporation which the Association from time to time may deem appropriate in order to benefit, aid, promote and provide for the peace, health, safety, convenience, comfort and general welfare of the Owners and Tenants of the Bridlewood Community.

(b) To assist the Developer in the conduct of its activities and performance of its responsibilities relating to the operation, maintenance and development of "Common Areas" and "Recreational Facilities" and services within the Bridlewood Community.

(c) To operate and maintain any and all property or facilities which it may acquire for the use and benefit of its Members.

4.03 Powers. Solely in aid of the general and specific purposes of the Association, the Association shall have the following purposes:

(a) To purchase, lease, hire, receive donations of or otherwise acquire, hold, own, develop, improve, construct, alter, maintain and operate and to aid and subscribe toward the acquisition, development, improvement or alteration of real and personal property, and rights and privileges therein suitable or convenient for the purposes of the Association.

(b) To purchase, lease, hire, receive donations of or otherwise acquire, by lawful means, hold, own, develop, erect, construct, alter, improve, manage, maintain and operate and to aid and subscribe toward the acquisition, construction or improvement of systems, buildings, machinery, equipment and facilities, and any other property or appliances which may appertain to or be useful in the accomplishment of the purposes of the Association.

(c) To solicit, receive and accept donations of money or property or any interest in property from the federal government, the Commonwealth of Virginia, Prince William County or any subdivision, municipality, agency or instrumentality of any of them, or from any person or entity.

(d) To convey, sell, lease, transfer, dedicate for public use or otherwise dispose of any real or personal property in connection with the affairs of the Association.

(e) To dedicate, sell or transfer all or any part of the Association property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of Members entitled to vote, agreeing to such dedication, sale or transfer.

(f) To fix, levy, collect and disburse "Annual Assessments" and "Special Assessments" in accordance with and subject to the provisions of the Declaration and to collect and enforce payment of all unpaid "Assessments" as provided in the Declaration.

(g) To raise money with respect to any particular facility or service which the Association proposes to provide to its Members and to provide, operate, maintain and supervise the use of any such facility or service upon the payment of "Assessments" by its Members.

(h) To pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(i) To make contracts, incur liabilities, borrow money and issue bonds, notes or other obligations and, with

the assent of two-thirds (2/3) of the votes entitled to be cast at a meeting of Members called for such purpose, secure the same by mortgage, pledge, assignment or deed of trust of all or any part of the property, franchise or income owned by the Association and to guarantee the obligations of others in which it may be interested for the furtherance of the purposes of the Association.

(j) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the votes entitled to be cast at a meeting of Members called for such purpose, except that annexation of property described in Schedule B of the Declaration shall not require the approval of the Members, other than the Developer.

(k) To engage in and sponsor activities relating to the cultural, educational, civic and social affairs of the Owners, Tenants and Residents of the Bridlewood Community as a whole and to represent its Members in or before other groups, associations, boards or other like organizations.

(l) To sponsor, engage in, conduct and encourage cultural, educational, social and civic and other beneficial activities relating to the Bridlewood Community as a whole.

(m) To have and to exercise, to the extent necessary or desirable for the accomplishment of the above-mentioned purposes, and to the extent that they are not inconsistent with those general and specific purposes, (1) any and all powers expressly or impliedly conferred upon the Association by the terms of the Declaration; and (2) any and all powers conferred upon corporations of a similar character by the general laws of the Commonwealth of Virginia.

ARTICLE V

No Stock

5.01 The Association is not authorized to issue capital stock.

ARTICLE VI

Membership and Voting Rights

6.01 Membership. Each Owner, Tenant and Resident shall be a Member of the Association. For purposes of these Articles of Incorporation:

(a) "Developer" means Birchwood at Gainesville Corp., a Virginia corporation, its successors and assigns. However, no successor or assignee of Birchwood at Gainesville Corp. itself or of any successor assignee of Birchwood at Gainesville Corp. shall have any rights or obligations of the

Developer under these Articles of Incorporation except those rights and obligations which (1) are specifically set forth in an instrument of succession or assignment, designating a party as the Developer for purposes of these Articles of Incorporation or the Declaration, or both, or (2) pass by operation of law.

(b) "Development Period" means the period commencing September 1, 1991 and ending twenty (20) years from such date, or earlier at the Developer's option.

(c) "Lot" shall have the same meaning as in the Declaration; that is, a portion of the "Assessable Property" which is less than the whole thereof and which is assessed as a unit by the appropriate public officials for the purpose of real estate taxes imposed by the Commonwealth of Virginia and Prince William County and all "Permanent Improvements" existing on that portion of the "Assessable Property". Any new "Permanent Improvement" erected or installed in the future on a Lot shall be considered a part of that Lot, beginning upon the issuance of the final governmental approval required for the occupancy or use of the Permanent Improvement. "Assessable Property" shall have the same meaning as in the Declaration; that is, the entire Property except such parts as may from time to time constitute "Exempt Property" as defined by the Declaration.

(d) "Owner" means the owner of any Lot or any common or joint interest therein if such Lot is owned by more than one Person. The term "Owner" shall include a contract seller of such an interest, but shall exclude the Association or any Person having an interest in a Lot merely as security for the performance of an obligation. The Developer shall be considered an "Owner". A mortgagee who has acquired one of the above interests by foreclosure or conveyance in lieu of foreclosure shall be deemed an Owner and shall have the same obligations as an Owner.

(e) "Person" means any individual, corporation, joint venture, partnership, association, joint stock company, trust, unincorporated organization or government (or any agency or political subdivision of a government) or any other legal entity.

(f) "Resident" shall mean each and every Person who is a member of the immediate family of each Owner or Tenant and who actually lives within the Bridlewood Community and in the same household with each such Owner or Tenant.

(g) "Tenant" shall mean and refer to any Person who (1) occupies a Lot under a written lease or occupancy agreement from an Owner in which such Person is named lessee and (2) delivers an executed copy of such lease to the Association Board.

(h) All other "capitalized" terms shall have the meanings assigned to them by the Declaration unless otherwise specified.

6.02 Classes of Membership. There shall be three classes of membership in the Association, as follows:

(a) Class A Members. Every Person who is an Owner of a Lot zoned R-10 (or any subsequent equivalent classification) for single-family dwellings under the Prince William County zoning ordinance shall be a Class A Member (with the exception of the Developer during the Development Period or shorter period in accordance with the Declaration).

(b) Class B Member. The Developer shall be the Class B Member.

(c) Class C Members. Every person who is an Owner of a Lot zoned R-T (or any subsequent equivalent classification) for townhouse dwelling under the Prince William County zoning ordinance shall be a Class C Member.

(d) An Owner shall automatically become a Member upon the transfer of a Lot to him and shall remain a Member for so long as he is an Owner. Membership shall be appurtenant to and shall not be separated from the status of Owner. Tenants and Residents shall also be Members.

6.03 Voting Rights of Members.

(a) Class A and Class C Members shall be entitled to one (1) vote on each matter submitted to the Members for each Lot owned by him. If a Lot is owned or held by more than one Owner, all such Owners shall be Members. However, for purposes of voting, such Owners shall be deemed to constitute a single Member as to that Lot and shall collectively be entitled to a single vote for that Lot as to each matter submitted to the Members. If such Owners cannot jointly agree as to how that vote shall be cast, no vote shall be allowed with respect to that Lot. However, in no event shall more than one (1) vote be cast per Lot. Tenants shall not have voting rights. Any Owner who is in violation of the Declaration with respect to any Lot or is delinquent in the payment of any Assessment on any Lot, as determined by the Association Board in accordance with the Declaration and its regulations, shall not be entitled to cast the vote of that Lot as long as the delinquency continues.

(b) The Class B Member shall be entitled to cast three (3) votes on each matter submitted to the Members for each Lot owned by it.

6.04 Termination of Class B Membership. The Class B Membership shall terminate and the Developer shall automatically become a Class A Member or a Class C Member, as the case

may be, entitled to only one (1) vote on each matter submitted to the Members for each Lot owned by it as set forth in the Declaration.

ARTICLE VII

Board of Directors

7.01 Management by Board of Directors. The affairs of the Association shall be managed by a Board of Directors (the "Association Board"). No director need be a Member of the Association.

7.02 Initial Board. The initial Association Board shall consist of three (3) directors who shall hold office until the election of their successors. The names of those persons who shall comprise the initial Association Board are:

<u>Name</u>	<u>Address</u>
Ron J. Horowitz	31 Wildwood Drive Kings Point, NY 11024
Leonard R. Schwartz	1 North Clover Drive Great Neck, NY 11023
Edward Toma	64 Ohio Avenue Long Beach, NY 11561

Beginning with the first annual meeting of the Association, the Members shall elect the number of directors then specified in the Association Bylaws.

ARTICLE VIII

General

The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Association and of the directors and Members thereof:

8.01 Contracts. Any contract entered into by the Association under which a Person other than the Association is to provide services which the Declaration calls for the Association to provide or is to perform duties of the Association under the Declaration shall be for a term of no longer than one (1) year, renewable by agreement of the parties.

8.02 Contracts with Interested Parties. The Association may enter into contracts and transact business with any director or Member or with any corporation, partnership, trust or association of which any director or Member is a stockholder, director, officer, partner, Member, trustee, beneficiary or employee or in which any director or Member is otherwise interested. No such contract or transaction shall be invalidated or in any way affected by the fact that such director or Member has been or might be adverse to the interests of the Association if (i) the fact of such interest is disclosed or known, (a) in the case of a Member, to the directors or Members acting upon the contract or transaction and (b) in the case of an interested director, (1) to the

Association Board or the committee of the Association Board which authorizes, approves or ratifies the contract or transaction and the Association Board or committee thereafter authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority of disinterested directors even if the disinterested directors constitute less than a quorum, or (2) to the Members entitled to vote and the contract or transaction is authorized, approved or ratified by a majority of the votes cast by the Members entitled to vote other than the votes of shares owned of record or beneficially by the interested director; or (ii) the contract or transaction is fair and reasonable to the Association. The interested director or Member may be counted in determining the existence of a quorum at any meeting of the Members or the Association Board which authorizes the contract or transaction and may vote in favor of the authorization with the same force and effect as if he were not so interested.

8.03 Ratification. Any contract, transaction or act of the Association or the Association Board ratified by a majority of the Members having voting powers and attending any annual meeting or any special meeting called for such purpose, at which a quorum is present, shall, so far as permitted by law, be as valid and as binding as though ratified by every Member of the Association.

8.04 Indemnification. Any person who is serving or has served as a director, officer, employee or agent of the Association may be indemnified by the Association to the maximum extent permitted by the law of the Commonwealth of Virginia. Such indemnification is not required by these Articles of Incorporation but the Association may adopt Bylaws or enter into agreements under which such indemnification is mandatory. The Association shall also have the power and authority to purchase an insurance policy or policies providing for the indemnification and defense of such individuals against claims arising from their performance of their duties to the maximum extent permitted by Virginia law.

ARTICLE IX

Dissolution

9.01 Dissolution of Association. The Association may be dissolved with the assent of more than two-thirds (2/3) of the votes entitled to be cast at a meeting of Members called for such purpose. Upon any liquidation, dissolution or winding up of the Association hereunder other than incident to a merger or consolidation, the property of the Association, both real and personal, shall be conveyed and vested in (a) any non-profit corporation formed and operated for purposes similar to those set forth herein for the Association, (b) Prince William County, (c) the Commonwealth of Virginia or (d) the United States of America, in the order stated.

Nothing in this Article is intended to or shall waive or excuse compliance with the applicable provisions of Virginia law as to procedures for such a liquidation, dissolution or winding up of a non-stock, non-profit corporation.

ARTICLE X

Duration

The duration of the Association shall be perpetual.

ARTICLE XI

Amendment

The Association reserves the right to amend, modify, alter or repeal any provision contained in these Articles with the assent of seventy-five percent (75%) of each class of Members entitled to vote. Nothing in this Article is intended to or shall waive or excuse compliance with the applicable provisions of Virginia law as to procedures for amending Articles of Incorporation of a non-stock, non-profit corporation.

ARTICLE XII

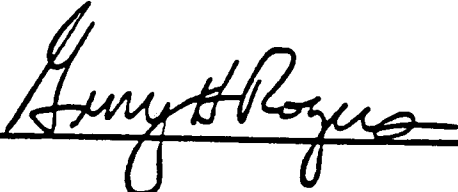
FHA/VA Approval

So long as there is a Class B Membership, the following actions shall require the prior approval of the Federal

Housing Administration or the Veterans Administration:
(a) annexation of additional property, other than the property described in Schedule B of the Declaration; (b) mortgaging of Common Area; (c) dedication of Common Area; (d) mergers and consolidations; (e) amendment of these Articles of Incorporation; and (f) dissolution of these Articles of Incorporation.

If the approval of one of these agencies has not been communicated to the Association within thirty (30) calendar days after written notice has been received by it of the intended action, then that agency shall be deemed to have approved it.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the Commonwealth of Virginia, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 12th day of June, 1992.



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