

ARTICLES OF INCORPORATION

FOR

EARLY'S GREEN HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

NAME

The name of this corporation is Early's Green Homeowners 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 to the Declaration or shown on Exhibit C to the Declaration, which the Declarant may submit to the Declaration and to the jurisdiction of the Association pursuant to Section () of the Declaration.

(2) "Articles of Incorporation" means these Articles of Incorporation for Early's Green Homeowners Association, Inc. filed with the Virginia State Corporation Commission, as amended from time to time.

(3) "Association" means Savernake Hills 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 Declaration and the Bylaws 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 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 land solely for the purpose of constructing improvements for resale or rental.

(7) “Bylaws” means the Bylaws of the Association, as the same may be 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.

(9) “Common Expenses” means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed 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 is intended to include Limited Common Expenses. “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.

(10) “Covenants Committee” means the committees 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 Abrams Creek Development Associates, L.P., a Virginia limited partnership. The Declarant may unilaterally assign the declaration rights it is entitled to exercise, pursuant to Section 5.2 of the Declaration. 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 5.2 of the Declaration, the term “Declarant” shall mean or include that assignee in addition to or in substitution of Abrams Creek Development Associates, L.P.

(12) “Declarant Control Period” means the period ending on the earliest 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 period of the delay or three years, whichever is less); (2) the date the number of votes of the Class A members equals the number of votes of the Class B 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 Early’s Green made by the Declarant and recorded among the Land Records. The term Declaration shall include: (i) all amendments thereto amending the provisions of the Declaration pursuant to Article 14 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.

(14) “Development Period” means the period of time that the Developer or Builders are engaged in development or sales, or activities related thereto, anywhere on the Property or the Additional Real Estate. When all of the real estate described in Exhibits A and B to the Declaration, or any amendments thereto, has been conveyed to Owners other than the Declarant or a Builder, the Development Period shall end.

(15) “Land Records” means the land records of the City of Winchester, Virginia, the jurisdiction 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 3.10 of the Declaration for the exclusive use of the Owners of one or more but less than all of the Lots.

(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 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 plot of land held in separate ownership and includes any improvements now or hereafter appurtenant to that real estate.

(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 Covenants Committee) at which a quorum is present. Any vote of or approval by a specified percentage of the Mortgagee means a vote of or approval by the Mortgagees of Lots on the basis of one vote per Lot.

(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 Association of its status and has requested all rights under the Association Documents. Only for purposes of the notice and inspection rights in Articles 13, 14 and 15 of the Declaration, the term “Mortgagee” shall also include the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer’s Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing, guarantying or insuring Mortgages if the Board has notice of such participation.

(20) “Officer” means any Person holding office pursuant to Article 5 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) “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) “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.

(26) “Supplementary Declaration” means an amendment to the Declaration submitting Additional Real Estate or real estate submitted by the Association pursuant to Section 4.2 of the Declaration to the terms of the Declaration and subjecting such 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.

(27) “Upkeep” means care, inspection, maintenance, operation, repair, repainting, remodeling, 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 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 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.

(d) Interpretation. If there is any conflict between the Association Documents, the Declaration shall control, except as to matters of compliance with the Act, in which case 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 any conflicting provision 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) promote and provide for the health, safety, convenience, comfort

and the 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 nonstick corporations as may be necessary or desirable to accomplish the purposes set forth above

ARTICLE 4

MEMBERSHIP AND VOTING

Section 1.1. 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 shall be one member of the Association. Each such Person is entitled to attend all meetings of the Association. Membership in the Association is mandatory.

Section 1.2. 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 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) initial occupancy of the dwelling unit located upon such Lot.

The Class B member shall be the Declarant. The Declarant shall have ___ votes (a number equal to one and one-half times the total number of Class A votes projected when the Submitted Real Estate and the Additional Real Estate are fully developed) less the number of votes held by the 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 and B when the Declaration was recorded, the number of votes of the Class B 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 and B to the Declaration or any amendments thereto has been conveyed to Owners other than the Declarant or a Builder, the Class B membership shall expire.

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

Section 1.3. 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 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 member, if any; and (3) directors shall be elected by a plurality vote in accordance with Sections 4.4 and 5.2 below. Voting shall not be conducted by class. The Declaration and 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.

Section 1.4. Cumulative Voting. There shall be no cumulative voting.

ARTICLE 5

BOARD OF DIRECTORS

Section 5.1. Initial Directors. The three initial directors of the Association are Ralph D. Shockey, Clay D. Shockey and Melanie S. Kiracofe. 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.

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 five directors pursuant to this section and section 4.2 of the Bylaws. All directors shall be elected by the Class B member who shall elect, remove and replace such directors at will and shall designate the terms thereof, until the meeting described in Subsection 5.2(b) at which all members with voting rights are entitled to elect a majority of the directors. The term of office of at least one but less than three of the directors elected by the Class B 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; 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 changed, 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.

(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 B member to transfer control of the Board of Directors, the number of directors shall be five and all but one of the directors elected by the Class B member shall resign. During the Development Period, the Class B member shall have the right to elect, remove and replace one director. The remaining directors shall be elected by all members having voting rights (including the Class B member). After the Development Period and the Class B membership have expired, the one director previously elected solely by the Class B member shall be elected by all members having voting rights.

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. 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.

Section 5.3. Election Procedures: Qualifications.

(a) Elections Committee. At least forty-five days prior to each meeting of the Association at which the directors are elected by members other than the Class B 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 for election only by a nominating petition submitted to the chairman of the Elections Committee at least twenty days before the meeting at which the election is to be held.

The nominating petition must be signed by three other Owners and 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 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 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 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.

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 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 or assets without the approval of the members and Mortgagees as required by Section () of the Declaration.

Section 5.5. Removal or Resignation of Directors.

(a) Removal. Except with respect to initial directors, directors elected by the Class B 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 to fill the vacancy thus created. No director may be removed, however, if a sufficient number of votes are 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 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 member may remove and replace at will any initial director or any director elected by the Class B member or a replacement thereof, pursuant to Section 5.2 hereof.

(b) Resignation. 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 elected by the Class B member or any replacement thereof, a director shall be deemed to have resigned (i) upon disposition by the Owner of the Lot which made such person eligible to be a director, or (ii) if such director is not in attendance at three 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 need be a resident of the Property: but beginning at such time as the directors are elected by all classes of members (rather than elected solely by the Class B member) and at all times thereafter, if any director, except for a director elected by the Class B member, was a resident when elected, such director shall be deemed to have resigned at the time 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 by the Class B member shall be filled by (i) 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 (ii) 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 staggered terms shall remain unaffected. The Class B member shall designate the successor to an initial director or any director elected by the Class B member.

ARTICLE 6

INITIAL REGISTERED OFFICE

The initial registered office of the Association is located at 800 Armistead Street in the City of Winchester, with a mailing address of Post Office Box 2470, Winchester, Virginia 22604 at which office the initial registered agent of the Association is Clay D. Shockey, who meets the requirements of 13.1-833 of the Act by reason of the fact that he is a resident of Virginia and a director of the Corporation, whose business address is identical with that of the registered office.

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 B member, if any. The Association shall take no action to amend the Articles of Incorporation in violation of Section 11.4 of the Declaration.

ARTICLE 8

DISSOLUTION

The Association may not be dissolved unless the resolution to dissolve is adopted by at least a Sixty-seven Percent Vote of the members, pursuant to Section 13.1-902, and such vote includes the affirmative vote of the Class B member, 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 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 the Common Area is no longer necessary to the new design, layout or use, then such Common Area and other associated assets of the Association may be distributed as agreed upon by members entitles to cast at least sixty-seven percent of the total number of votes. This Article may not be amended without the prior written approval of fifty-one percent of the Mortgagees. The Association shall take no action to dissolve the Association or transfer Common Area except in accordance with Section 14.4 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.

IN WITNESS WHEREOF, the incorporator of the Association has signed these Articles of Incorporation on August 4, 1995.

Clay Shockey (signed)
Incorporator

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

ARTICLES OF AMENDMENT OF
EARLY'S GREEN HOMEOWNERS ASSOCIATION, INC.

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 Early's Green Homeowners Association, Inc.
2. Article 2.1 (3) of the Articles of Incorporation is amended to read as follows:

(3) "Association" means Early's Green Homeowners Association, Inc., and with respect to the rights and obligations of the Association set forth in the Declaration, its successors and assigns."

3. The foregoing amendment was adopted by the corporation on November 14, 2018.
4. The amendment was proposed by the 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 the members was present. There is only one voting group.

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

Total votes FOR	Total votes AGAINST
_____ 30 _____	_____ 0 _____

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

Executed in the name of the corporation by:

(signature)

(date)

Janet Tennyson

(printed name)

President

(corporate title)

0451403-0

SCC ID Number