

**ARTICLES OF INCORPORATION  
OF  
LAKEPORT CLUSTER ASSOCIATION**

In compliance with the requirements of Chapter 10 of Title 13.1 of the Code of Virginia, the undersigned hereby forms a nonstock, not for profit corporation and certifies:

**ARTICLE I.**

The name of the corporation is Lakeport Cluster Association (the "Association").

**ARTICLE II.**

The principal office of the Association is located at 1961 Lakeport Way, Reston, Virginia 20191.

**ARTICLE III.**

The initial registered office is located at 1961 Lakeport Way, Reston, Fairfax County, Virginia 20191 and the initial registered agent for the Association shall be Richard P. Laeser, a resident of Virginia, and officer of the Association whose business address is the same as the registered office address.

**ARTICLE IV.**

**PURPOSE AND POWERS OF THE ASSOCIATION**

The Association does not contemplate pecuniary gain or profit to its members, and the specific purposes for which it is formed are to assure the maintenance, preservation and architectural control of the Dwelling Units and to own, improve, maintain and preserve the Common Areas, as more fully defined in the Declaration recorded in Deed Book 5947, at Page 1127, among the Fairfax County land records, together with all subsequent amendments thereto (collectively the "Declaration"). The Declaration is incorporated herein by this reference. The Association is also formed to promote the health, safety and welfare of the owners within such property as may come within the jurisdiction of the Association and any additions thereto as may be brought within the jurisdiction of the Association by annexation, as provided for herein, and, for these purposes, shall have the power:

1. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;
2. To fix, levy, collect, and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration and to pay all expenses including all licenses, taxes, or governmental charges levied or imposed against the Association or the property of the Association;

3. To 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 of the Association, provided that any such conveyance, sale, transfer, lease, or dedication of the Common Elements shall not be in derogation of any requirement of Fairfax County; and

4. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Virginia Nonstock Corporation Act by law may now or hereafter have or exercise.

**ARTICLE V.  
MEMBERSHIP**

Every Owner (as defined in the Declaration) of a Dwelling Unit which is subject by covenants of record to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Dwelling Unit shall be the sole qualification for membership. A Mortgagee in possession of a Dwelling Unit for the payment of money or the performance of an obligation is not entitled to exercise the Owner's rights in the Association with regard thereto.

**ARTICLE VI.  
VOTING RIGHTS**

The Association has one class of membership. Each Dwelling Unit within the Association shall be entitled to one (1) vote regardless of the number of owners. Membership Voting Rights are as more fully defined in the Bylaws of the Association. The Bylaws, as amended from time to time (the "Bylaws") are incorporated herein by this reference.

**ARTICLE VII.  
BOARD OF DIRECTORS**

1. The affairs of this Association shall be managed by a Board of Directors. The number of directors shall be five (5). The names and addresses of the persons who are acting in the capacity of the initial Board of Directors are as follows:

Ron Goodes	1961 Lakeport Way, Reston, VA 20191
Mark Bare	1961 Lakeport Way, Reston, VA 20191
Nikolaus Ipiotis	1961 Lakeport Way, Reston, VA 20191
Richard Laeser	1961 Lakeport Way, Reston, VA 20191
Gail Pitches	1961 Lakeport Way, Reston, VA 20191

2. The election and term of the office of Directors is set forth in the Bylaws.

3. The procedures concerning vacancies on the Board of Directors and the removal of directors are set forth in the Bylaws.

#### ARTICLE VIII.

#### LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. Liability and Indemnification.

A. No officer or director or committee member of the Association (collectively for Section 1 of this Article VIII referred to as "Director" or "Directors") shall have personal liability to the Association or its Members for damages for any breach of duty in such capacity, provided that the foregoing shall not eliminate or limit the liability of any Director if a judgment or other final adjudication adverse to him or her establishes that his or her actions or omissions involve willful misconduct or a knowing violation of the criminal law. No amendment to or repeal of this Article shall apply to, or have any effect on, the liability or alleged liability of any Director of the Association for or with respect to any acts or omissions of such Director occurring prior to such amendment or repeal. If the Virginia Nonstock Corporation Act is hereafter amended to expand or limit the liability of a Director, then the liability of a Director of the Association shall be expanded to the extent required or limited to the extent permitted by the Virginia Nonstock Corporation Act, as so amended.

B. The Association shall indemnify any person who was or is a party or a witness in or is threatened to be made a party to any pending, threatened or completed civil, criminal, administrative or arbitrative action, suit or proceeding, and any appeal therein or any inquiry or investigation which could lead to such action, suit or proceeding ("proceeding") by reason of the fact that such person is or was a Director of the Association or, while a Director of the Association, is serving or was serving at the request of the Association as officer, director, employee or agent of another foreign or domestic corporation, or of any partnership, joint venture, sole proprietorship, employee benefit plan, trust, or other enterprise, whether or not for profit, to the fullest extent permitted by the Virginia Nonstock Corporation Act.

C. Any determination as to the right of any person to indemnification shall be by a vote of the Board of Directors of the Association, regardless of whether the persons voting thereon are parties to or threatened to be made parties to the proceeding or otherwise interested in the outcome of the proceeding.

D. The Association shall pay for or reimburse reasonable expenses incurred in advance of a final disposition of a proceeding if an indemnified person furnishes to the Association a written statement that he or she believes in good faith that his or her conduct was not willful nor a knowing violation of the criminal law and he or she furnishes to the Association a written undertaking to repay the advance if his or her conduct is found to have been willful or knowing violation of the criminal law. The undertaking shall be an unlimited general obligation of the indemnified person, need not be secured and may be accepted by the Association without reference to the financial ability to make repayment.

2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a duty of loyalty to the interests of the Association. No contract or other transaction shall be permitted between the Association and one or more of its Directors, or between the Association and any association, firm, or entity (including the Declarant) in which one or more of the Directors of the Association are directors, officers or have a pecuniary or other interest, unless all of the conditions specified in any of the following subparagraphs exist:

A. The fact of the common directorate or interest is disclosed or known to the Board of Directors, noted in the Minutes, and the Board authorizes, approves or ratifies such contract or transaction by a vote sufficient for the purpose; and

B. The contract or transaction is commercially reasonable and fair to the Association at the time it is authorized, ratified, approved or executed.

C. Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction; however, such directors may not vote thereat to authorize any contract or transaction.

3. Insurance Coverage. The Board of Directors shall obtain and maintain such insurance coverage as may be reasonably necessary to effectively indemnify the directors and officers of the Association as provided in this Article VIII. The cost of said insurance shall constitute a Common Expense of the Association.

#### **ARTICLE IX. DISSOLUTION**

The Association may be dissolved with the unanimous consent given in writing and signed by all of the Members.

#### **ARTICLE X. DURATION**

If not dissolved, the Association shall exist perpetually.

#### **ARTICLE XI. AMENDMENTS**

The Members may amend these Articles, in accordance with the voting powers set forth in Article VI.

IN WITNESS WHEREOF, the undersigned Incorporators have set their hands and seals effective August 9<sup>th</sup>, 2007.

8/9/2007  
Date

Ronald H. Goodes  
Ron Goodes, Incorporator

08/09/07  
Date

Mark Bare  
Mark Bare, Incorporator

8/9/2007  
Date

Nikolaos Ipiotis  
Nikolaos Ipiotis, Incorporator

August 9, 2007  
Date

Richard Laeser  
Richard Laeser, Incorporator

8-9-2007  
Date

Gail Pitches  
Gail Pitches, Incorporator