

Dublin & Associates, Inc.

CONSULTING AND MANAGEMENT

Dear Shadowbrook Homeowner:

Congratulations on the purchase of your new home and Welcome to Shadowbrook! As your management firm, we at Dublin & Associates, Inc. wish you well, and look forward to a successful and rewarding relationship with you and other members of your community.

Dubin & Associates, Inc., as managing agent for Shadowbrook Community Association, is responsible for collecting assessments, developing financial statements and budgets, and advising the Board of Directors in the financial and physical management of Association activities. We are pleased to serve in this capacity.

The quality of life in your community depends entirely on active participation of all members. The purposes of the Community Association, of which you automatically become a member, are to maintain the common elements, provide service to all residents and oversee Association operations. At this time, the Board of Directors consists of three Developer members. The Board is responsible for setting policy and overseeing the day-to-day operations of Shadowbrook.

In accordance with Association documents, all owners are required to pay an annual assessment. These assessments are used to provide the services outlined in the attachment, which you received as part of your POAA Resale Disclosure Packet before settlement. Assessments are currently paid in monthly installments. However, you may pay two or more months in advance, if you wish. Assessments are due the first of each month and are assessed from the day of settlement. **You will receive a package of coupons and envelopes, one for each month's assessment, to be used when remitting your payment.** On your settlement date you pay a prorata assessment for the month you settle and one month in advance. Your next payment will be due the first day of the second month following settlement.

It is your responsibility to pay the monthly assessment. If you sell your home, or do not plan to reside there, please notify the Association, through our Bethesda, Maryland office, so the records may be adjusted properly.

4701 SANGAMORE ROAD SUITE N270 BETHESDA, MARYLAND 20816 (301) 320-2600 (800)
242-3376
10234 BATTLE VIEW PARKWAY MANASSAS, VIRGINIA 22110 (703) 330-1820 (703) 803-9096

Shadowbrook Community Association
Page Two

Should you relocate but not sell your home, please notify us of your new address. In case of any change, whether selling or leasing, we urge you to inform us at the earliest possible date prior to the change to avoid missing important Association information.

Section 55-551, of the Virginia Property Owners' Act requires that the purchaser be given an Association Disclosure Statement which consists of a set of governing documents (Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, and By-laws). We urge you to read and become familiar with these documents as they will be adhered to strictly. They should be consulted before you begin any changes to your home. Changes must be approved by the Architectural Control Committee (ACC), as outlined in the documents. In essence, these documents are the constitution for your community. Should you have any questions, comments, or suggestions regarding services of the Shadowbrook Community Association after reading the enclosures, please contact me at (703) 803-9096, extension 412.

Sincerely,

DUBIN & ASSOCIATES, INC.

George J. Ellis, AMS
Community Manager

GJE:bvs
Attachments

SHADOWBROOK COMMUNITY ASSOCIATION

The assessment you pay to your Association provides services in the following areas:

Assessment Collection

Upon settlement on your home you are obligated to pay a monthly assessment which represents your share of common expenses for Shadowbrook Community Association. The assessment is due the FIRST day of each month from the date of settlement on your home.

The assessment is prorated as of your settlement date and collected as part of your settlement charges. The next month's fee will also be collected. Please note the By-laws allow for interest at a rate to be determined by the Board of Directors to be added to accounts not paid in full within 10 days after the due date. Assessments will also be charged 1/20th of the amount due as a late fee.

Communications

Periodic bulletins and/or newsletters from the Board and Management will be forwarded to you to keep you informed of Association issues and activities. Should you be interested in working with the Newsletter Committee, please call George Ellis at (703) 803-9096, extension 412.

Emergency Calls

After hours emergency calls should be directed to 1-800-242-3376 for a prompt response. This number is for after hours and weekends only in extreme emergencies for situations affecting COMMON AREAS ONLY. If the emergency affects only your home, i.e., no heat or a plumbing problem, you must arrange your own repairs.

Exterior Modifications

The Declaration of Covenants, Conditions and Restrictions require any exterior change to a home in your community be approved by the Architectural Control Committee (ACC) prior to start of such change. Examples of changes include, but are not limited to decks, fence extensions and enclosures, storage sheds and extensive landscaping, and/or removal of existing structures.

Architectural Guidelines accompany this package. Please read this important document. If your application is complete and provides all information pertinent to your project, disposition by the ACC will be expedient. An application and guidelines are enclosed for your convenience. Generally speaking, changes must be architecturally compatible with existing architecture of your community. In some cases, concurrence of neighboring homeowners will be sought by the ACC.

Grounds Maintenance

Full service grounds care will be provided on most common areas, to include regular mowing, trimming, edging, insect control, mulching and weeding common shrub beds and leaf removal, as needed.

As there are no common water hook-ups, the Association encourages all residents to contribute to a healthy landscape by regularly watering common areas, as you water your own property. The cost of water will be minimal compared to either having a tank truck deliver water during the summer months, or replacing dead nursery stock. Your assistance is greatly appreciated.

Please be reminded your outside hose bibs must be winterized so you do not experience frozen or burst pipes. Information to accomplish this procedure was provided to you at walk-thru and should be followed carefully.

Maintenance Reporting

Common element maintenance matters should be referred to Dubin & Associates, Inc., at 703-330-1820 or 703-803-9096, extension 412. Should you have a problem with your plumbing, electrical or other matters, you must call a service person. Please refer to warranty information provided by the Builder during your final walk-thru.

Maintenance Responsibilities

Shadowbrook Documents outline maintenance responsibilities of the Community Association and individual unit owner. The homeowner is responsible for maintenance and repair of his home, including steps and sidewalks leading from the house to the common sidewalks, parking lot and/or rear fences.

Generally the Association is responsible for maintenance and repair of common elements, including grounds, common sidewalks, tot lots, parking lots and entrance signs, etc. Please review the legal documents to familiarize yourself with various maintenance items.

Moving-In

When moving into your new home, please exercise caution regarding the grounds. Moving trucks or other vehicles should not be driven onto common grounds. Park your vehicle as close to your home as possible without driving on the grounds. Cartons and other moving materials you wish to dispose of must be broken down flat and may be left for regular trash pick-up.

Parking

Parking in your community is reserved exclusively for owners and/or their tenants with two parking spaces per home. The Association has adopted a reserved parking policy (attached). Other vehicles must be parked in other parking areas, i.e., on main roads. No owner/resident may park in guest spots. Guest spots are reserved for short term guests only. There are very few guest spaces.

Campers, trailers, boats and other large vehicles are not permitted on the property. All vehicles parked on the property must be properly licensed and in operable condition.

Pets

Orderly, domestic pets such as dogs, cats, caged birds and the like are welcome in your community provided they are not kept for commercial or breeding purposes. Pets are not allowed on common elements unless carried, leashed, or under the direct control of their

owner. Pets should be exercised well away from main travel areas. All local laws pertaining to pets must be observed. Homeowners must clean up after the pets.

Restrictive Covenants

Association Documents outline initial restrictions regarding homes in your community. They also give authority to the Board of Directors to establish, amend and enforce (within limitations) additional rules and regulations. A copy of the initial restrictions, as they appear in the documents, is included with this package.

Snow Removal

Snow removal in the private streets and parking areas is the responsibility of the Association and is normally done when there is an accumulation of 2 or more inches of snow. Sanding and de-icing is done as necessary. Snow removal on sidewalks is not currently included in the assessment and owners are required to clear main walks between their property lines. Snow removal and de-icing of your sidewalk is a homeowner responsibility. We suggest not using rock salt, table salt or any product containing sodium on your walks or drives, as this will harm concrete, turf and shrubbery.

Trash Removal

Household trash must be bundled securely in plastic bags or containers placed by the curb. Please place trash out by 6:00 AM, as collection will be made during the morning. Please do not use paper bags or leave loose trash out. Leafs and grass clippings may be left at a maximum of four bags per pick-up. Packing boxes may be left if broken down flat. Rainbow Industries Incorporated is your trash contractor and may be reached at (703) 818_7660.

There will be trash service on holidays with the exception of holidays observed by the County Landfill in Lorton, Virginia. Those currently observed are Thanksgiving, Christmas Day and New Years Day. There will be no make up day following the holiday.

Warranties

Information concerning appliance warranties and where to call for service may be found in the warranty package provided to you by the Builder. Questions regarding other warranties in your home should be directed, in writing, in accordance with instructions previously provided by the Builder.

General Information

Please fill out the attached information form and return it to our office at 10234 Battleview Parkway, Manassas, Virginia 22110. This information is extremely important to our responsibility as Managing Agent to better care for your property.

INFORMATION SHEET

COMMUNITY NAME: SHADOWBROOK COMMUNITY ASSOCIATION

UNIT ADDRESS: LOT #:

HOMEOWNER NAME(S):

ALTERNATE ADDRESS: (If other than unit address):

TELEPHONE NUMBERS: Home: Work:

VEHICLE INFORMATION

Vehicle #1

Vehicle #2

Make/Style

Make/Style

Year

Year

Color

Color

Registration #

Registration #

State

State

PET INFORMATION:

Pet #1

Pet #2

Name

Name

Breed

Breed

Species

Spices

Size: S M L

Size: S M L

County License #

County License #

GENERAL INFORMATION:

(Resident names & ages - Indicate "A" for adult, if 21 or over)

PERSON TO NOTIFY IN CASE OF EMERGENCIES:

Name: Relationship: Phone #:

Address:

SHADOWBROOK COMMUNITY ASSOCIATION, INC.

ADMINISTRATIVE RESOLUTION NO. 1

PROCEDURES RELATIVE TO ASSESSMENTS

(Relating to Collection of Annual Assessments,

Special Assessments and Delinquent Payments)

WHEREAS, Article V, Section 1 of the Declaration of Covenants, Conditions and Restrictions creates an assessment obligation for Owners;

WHEREAS, Article V, Sections 2 of the Declaration of Covenants, Conditions and Restrictions empowers the Board to make assessments against Lot Owners to meet its annual expenses, including, but in no way limited to the following:

A. the cost of all operating expenses of the Common Area and the services furnished to or in connection with the Common Area and community facilities, including charges by the Community Association for any services furnished by it; and

B. the cost of necessary management and administration of the Common Area, including fees paid to any Management Agent as defined in Article VIII; and

C. the amount of all taxes and assessments levied against the Common Area; and

D. the cost of liability insurance on the Common Area and the cost of such other insurance as the Community Association may effect with respect to the Common Area; and

E. the cost of utilities and other services which may be provided by the Community Association, including snow removal on private streets, whether for the Common Area or for the Lots, or both; and

F. the cost of maintaining, replacing, repairing, and landscaping the Common Area, including, without limitation, maintenance of any storm water detention basins or the like located upon the Common Area and the cost of the maintenance of all pathways and any retaining walls upon the Property, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

G. the cost of private trash removal for all Lots; and

H. the cost of funding all reserves established by the Community Association, including a general operating reserve and a reserve for replacements; and

I. the cost of any leasehold, membership or other possessory or use interests in real or personal property arranged by the Community Association for the purpose of promoting the enjoyment, recreation, or welfare of the Members of the Community Association: as well as to establish the means and methods of collecting such assessments from the lot Owners and establish the period of the installment payment of the annual assessment;

WHEREAS, Article V, Section 7 of the Declaration of Covenants, Conditions and Restrictions specify the types of remedies the Association may seek when an Owner is in default under the terms of the Declaration and By-laws; and

WHEREAS, there is a need to establish orderly procedures for the billing and collection of said assessments.

NOW THEREFORE, BE IT RESOLVED THAT the Board duly adopt the following assessment procedures:

I. ROUTINE COLLECTIONS

A. All monthly installments of the annual assessments shall be due and payable in advance on the first day of the applicable month; all special assessments shall be due and payable on the first day of the next month which begins more than ten days after delivery or mailing to the Lot Owner of notice of such special assessment or as specified in the note ("Due Date").

B. All documents, correspondence, and notices relating to the charges shall be mailed to the address which appears on the books of the Association or to such other address as is designated in writing by an Owner. Notices of special assessment shall be sent by Certified Mail, return receipt requested. Non Resident Owners shall furnish the Board of Directors with an address where mail will be promptly received by the Owner.

C. Non-receipt of payment coupons shall in no way relieve the Owner of the obligations to pay the amount due by the Due Date.

II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

A. Pursuant to Article V, Section 7 of the Declaration of Covenants, Conditions and Restrictions, any assessment, or installment thereof, not paid [and received in hand at the address of the Managing Agent](#) within 15 days after the Due Date shall accrue a late charge in the amount of [\\$15.00 or such other amount as may be established from time to time by the Board](#). A late fee and cost of collection fee shall only be imposed once for the same delinquent period.

If a check is returned to an Owner because it has been improperly filled out (including but not limited to missing signature, amounts do not match, post dated) and is not resubmitted to the Association within 15 days after the Due Date, the late fee and cost of collection charge will be added.

B. Furthermore, pursuant to Article V, Section 7 of the Declaration of Covenants, Conditions and Restrictions, if a Lot Owner defaults in paying any sum assessed against his/her Lot, which continues for a period in excess of 30 days, the assessment shall bear interest at a

rate to be determined by the Board of Directors, from the date the assessment or portion thereof was due to the date of payment. Additionally, the Board shall suspend the voting rights of such owner until the account is paid in full.

C. A "Late Notice" shall be sent to Owners who have not paid assessment in full by 12:00 noon 10 days after it is due, if directed by the Board of Directors.

D. No additional notice of the imposition of interest, late fees, and cost of collection charges need be provided to the Owner other than the Late Notice as set forth in Section II C. Such interest, late fees, and cost of collection shall constitute a lien upon the Lot of the defaulting Owner.

E. If a check is not honored, and is returned, and an assessment due and owing is not otherwise received in the applicable time period as provided in paragraph II A - B above, the account shall be deemed late and the late fee, cost collection, and the interest shall be added. In addition, a \$25.00 return check charge will be added.

F. If payment in full of any assessment payable in installments including annual assessments, special assessments, late fees, cost of collection charges, and returned check charges and interest is not received by the Association or its appointed agent by the 30th day after the Due Date, the account will be referred to an attorney for collection and a "Notice of Intent to Accelerate Installments and File Lien" shall be mailed to the Owner at the address listed on the books of the Association, or other address as furnished by the Owner, via Certified Mail, return receipt requested, with all costs added to the delinquent Owner's account.

G. If payment in full of any assessment payable in installments including annual assessments, special assessment, interest charges, late fees, cost of collection fees, and returned check charges, is not received by the Association or its duly appointed agent within 10 days after the "Notice of Intent to Accelerate Installments and File Lien" has been issued, then the remaining installments of the annual assessments shall be accelerated and declared due and payable in full. Interest as indicated in Article II B hereof shall be added at the time of the acceleration, and a memorandum of lien shall be filed by Counsel. The Owner shall be so notified with a copy of the memorandum of lien, and Counsel shall also notify the Mortgagee if known. The cost of filing the memorandum of lien will be added to the account.

H. Counsel for the Association shall take other appropriate legal action as directed in writing, by the Board, including but not limited to suit and foreclosure.

I. If the Association receives from any Owner, in any accounting year, two or more returned checks for payments of assessments, the Board may require all future payments to be made by certified check or money order for the remainder of the fiscal year. A \$25.00 charge

will be made for every returned check. Action may also be taken under Chapter 26, Section 55-516, of the Code of Virginia, at the discretion of the Board.

J. All costs incurred by the Association as a result of any violation of the Declaration, By-laws, Rules and Regulations or Resolutions of the Association by an Owner, his family, employees, agents or licensees, shall be specifically assessed against such Owner. Such costs include, without limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from an Owner's failure to pay assessment when due or from any other default referred to in this paragraph II J.

K. The Board may grant a waiver of any provision herein upon petition in writing by an Owner alleging a personal hardship. Such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing the Board granting the relief and the conditions of the relief. Waiver shall be made on a case-by-case basis upon review of particular circumstances. Further, waiver on one occasion shall not be deemed or construed as a waiver in any future instance of delinquency.

L. The Board hereby authorizes the Managing Agent to waive the imposition of interest, late fees, and cost of collection charges on payments received by the Managing Agent 10 days after the Due Date only if, in the judgment of the Managing Agent, the delinquent Owner has owned the Lot for less than one month at the time of the delinquency and the Managing Agent determines the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment. Further, such a waiver may be granted only once to any delinquent Owner.

M. Payments received from an Owner will be credited in the following order of priority:

SHADOWBROOK ASSESSMENT RESOLUTION

1. Charges for attorney's fees and costs.
2. Late fees.
3. Cost of collection charges.
4. All interest accrued.
5. All other charges incurred by the Association as a result of any violation of the Declaration, By-laws, Rules and Regulations or Resolutions, by an Owner, his family, employees, agents or licensees.
6. The monthly assessment for each lot, including special assessment due, as applicable.

Shadowbrook Community Association, Inc.

By:

Mike Vela, President
Board of Directors

ATTEST:

I hereby certify that a copy of the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors of the Shadowbrook Community Association, Inc. this 14 day of July 1999.

Secretary

This Resolution becomes effective 30 days following the date attested hereto.

ARTICLES OF INCORPORATION
OF
SHADOWBROOK COMMUNITY ASSOCIATION, INC.

I hereby form a non-stock corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, and to that end set forth the following:

1. NAME: The name of the corporation is Shadowbrook Community Association, Inc.
2. PURPOSE AND POWERS: This corporation does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of residence Lots and Common Areas within that certain tract of land containing approximately 14.7471 acres, known as Section Two (2), Shadowbrook, located in Fairfax County, Virginia, and any additions thereto as may hereafter be brought within the jurisdiction of this Association.

(A) To take title to and hold, maintain, improve and beautify, without profit to itself, and for the use in common with all the Members of this corporation and their families, guests and invitees, such Common Areas within the aforesaid Property as may be from time to time conveyed to it in fee simple or by deed of easement; and to enforce the covenants, restrictions, easements, reservations, servitudes, profits, licenses, conditions, agreements and liens provided in the Declaration of Covenants, Conditions and Restrictions as may be from time to time recorded among the land records of Fairfax County, Virginia, in connection with said Property.

(B) To do any and all lawful things and acts that the corporation may from time to time, in its discretion, deem to be for the benefit of the aforesaid Property and the Members and inhabitants thereof, or deem advisable, proper or convenient for the promotion of the peace, health, comfort, safety or general welfare of the Members and inhabitants thereof.

(C) To exercise all the powers and privileges and to perform all the duties and obligations of the corporation as set forth in the aforesaid Declaration applicable to said Property.

(D) To fix, assess, levy, collect, enforce payment by any lawful means, and disburse all charges or assessments created under and pursuant to the terms of the aforesaid Declaration.

(E) To acquire by gift, purchase or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate or otherwise dispose of real or personal Property in connection with the affairs of the corporation.

(F) To borrow money, pledge, mortgage, deed in trust or hypothecate any or all of its real or personal Property as security for money borrowed or debts incurred.

(G) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Virginia Non-Stock Corporation Act by law may now or hereafter have or exercise.

3. INTERNAL AFFAIRS: Provisions for the internal affairs of the corporation are:

(A) The corporation is not organized for pecuniary profit nor shall it have any power to issue certificates of stock or pay dividends, and no part of the net earnings or assets of the corporation shall be distributed, upon dissolution or otherwise, to any individual or Members of the corporation. The corporation shall not pay compensation to its Members, directors or officers in their capacity as such, but the fact that a person is a Member, director or officer shall not disqualify that person from receiving compensation for the services actually rendered to the corporation at its request. Furthermore, any director or officer may be reimbursed for his actual expenses incurred in the performance of his duties.

(B) The following shall be Members of the corporation:

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the corporation, including contract sellers, shall be a Member of the corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one Membership for each Lot owned. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment by the corporation. Ownership of

such Lot shall be the sole qualification for Membership.

(C) Voting rights: The corporation shall have two classes of voting Membership:

Class A. Class A Members shall be all those Owners as defined in paragraph 3(B), who own and hold title to a Lot upon which a single-family attached Dwelling unit is or can be constructed, with the exception of the Class B Members. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot may be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B Members shall be the Declarant, Shadowbrook General Partnership, a Virginia general partnership, and such of its successors or assigns as shall acquire more than one undeveloped Lot from the Declarant for the purpose of development. The Declarant shall be entitled to three (3) votes for each Lot in which a Class B Member holds the interest required for Membership; provided, however, that Class B Membership shall cease and be converted to Class A on the happening of either of the following events, whichever occurs first:

(i) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership, or

(ii) Five (5) years from the date of recordation of the Declaration of Covenants, Conditions and Restrictions for Section Two (2), Shadowbrook; provided, however, that in the event of annexation of additional real Property, Class B Membership shall be revived with respect to those Lots contained in the annexed Property; provided, however, that this Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs first:

(a) When the total votes outstanding in the Class A Memberships in the annexed Property equal the total votes outstanding in the Class B Membership in such annexed Property, or

(b) Five (5) years from the date of recordation of the Deed of Dedication or Supplementary Declaration for such annexed Property bringing it into the jurisdiction of the Association.

(D) Only Members of the corporation shall have the right to vote for the election of Directors at the annual meeting of the corporation called for that purpose.

4. DIRECTORS: The management of the affairs of the corporation shall be vested in the Directors. Only Members of the corporation, and designees of Shadowbrook General Partnership, a Virginia general partnership, or its successors and assigns, shall be eligible to act as Directors of the corporation. Except for the number of the initial Board of Directors, the number of Directors of subsequent Boards of Directors shall be determined in accordance with the Bylaws of the corporation and these Articles. The first election of Directors by the Members of the corporation shall be held at the first annual meeting of the Members which will be held after termination of Class B Membership. At the first annual meeting of Members after termination of the Class B Membership, the Board of Directors shall be divided into three (3) classes, as near equal in number as possible, with the term of office of one class expiring each year. The three (3) classes of Membership of the Board of Directors shall be determined as follows:

(i) The first class of Directors shall be those eligible persons receiving the highest number of votes cast by the Members of the Association.

(ii) The second class of Directors shall be those eligible persons receiving the highest number of votes cast by the Members of the Association, after first class Directors' positions have been filled.

(iii) The third class of Directors shall be those eligible persons receiving the highest number of votes cast by the Members of the Association, after the first and second class Directors' positions have been filled.

Directors of the first class shall be elected for three (3) years; Directors of the second class shall be elected for two (2) years; and Directors of the third class shall be elected for one (1) year. Thereafter, at each annual meeting of the Members, the successors to the class of Directors whose

terms shall then expire shall be elected by a plurality of the votes cast for a term of three (3) years. There shall be no cumulative voting. Any Director may be removed from the Board, with or without cause, by a majority of the votes of the Members of the Community Association, or by the Board itself for failure to attend three (3) consecutive regular meetings of the Board. Any single vacancy occurring in the initial or any subsequent Board of Directors maybe filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors, though less than a quorum, and if not so previously filled, shall be filled at the next succeeding meeting of Members of the Association. Any Director elected by the remaining Directors to fill a vacancy shall serve as such until the next Members meeting at which Directors are elected at which meeting an election shall be held to fill out the unexpired term. If more than one vacancy in the initial or any subsequent Board of Directors occurs at onetime, the vacancies may be filled by a special election of the Members of the Association for the unexpired term of such predecessors. If the aggregate number of Directors is changed, any increase or decrease shall be so apportioned among the classes so as to make all classes as nearly equal in number as may be possible. No decrease in the aggregate number of Directors shall shorten the term of any incumbent Director.

5. REGISTERED OFFICE: The post office address of the initial registered office of the corporation is Atrium 200, 7900 Westpark Drive, McLean, Virginia 22102, in the County of Fairfax. The name of the corporation's initial registered agent is JoAnn Barnette, who is a resident of the Commonwealth of Virginia, a Member of the Board of Directors of the corporation, and whose business office is the same as the registered office of the corporation.

6. INITIAL BOARD OF DIRECTORS: The number of Directors constituting the initial Board of Directors is one (1), who shall serve until the first annual meeting of the Members of the corporation which will be held after termination of the Class B Membership. The name and address of the person who is to serve as the initial Director is as follows:

<u>NAME</u>	<u>ADDRESS</u>
JoAnn Barnette	Atrium 200, 7900 Westpark Drive McLean, Virginia 22101

7. LIABILITIES: The highest amount of indebtedness or liability, direct or contingent, to which this corporation may be subject at any one time shall not exceed one hundred fifty percent (150%) of the annual assessment of the Members while there is Class B Membership. Thereafter, such indebtedness or liability shall not exceed one hundred fifty percent (150%) of the corporation's income for the previous fiscal year, provided that additional amounts may be authorized by the affirmative votes of two-thirds (2/3) of the Class A Membership.

8. AUTHORITY TO MORTGAGE: Any mortgage by the corporation of the Common Area conveyed to it in fee simple or by deed of easement for homeowner association purposes shall have the affirmative votes of more than two-thirds (2/3) of the Class A Membership and more than two-thirds (2/3) of the Class B Membership, if any.

9. AUTHORITY TO DEDICATE: The corporation shall have the power to dedicate, sell or transfer all or any part of such area so conveyed to it for Community Association purposes 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 approved by the votes of more than two-thirds (2/3) of the Class A Membership and more than two-thirds (2/3) of the entire Class B Membership, if any, agreeing to such dedication, sale or transfer.

10. DISSOLUTION: The corporation may be dissolved upon action taken initially by the Board of Directors pursuant to statute (presently Va. Code§13.1-902, as amended), followed by the consent of more than two-thirds (2/3) of the votes of the entire Class A Membership and more than two-thirds (2/3) of the entire Class B Membership, if any, at a meeting called for such purpose, as well as other purposes, if any, upon not less than twenty-five (25) nor more than sixty (60) days' notice. Upon dissolution of the corporation, the assets, both real and personal, of the corporation shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. If such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by this corporation.

11. MERGERS: To the extent permitted by law, the corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall be initiated by action of the Board of Directors pursuant to statute (presently Va. Code § 13.1-895, as amended) and shall have the assent of more than two-thirds (2/3) of the votes of the entire Class A Membership and more than two-thirds (2/3) of the Class B Membership, if any, at a meeting called for such purpose, as well as other purposes, if any, upon not less than twenty-five (25) nor more than sixty (60) days' notice.

12. AMENDMENTS: Amendment of these Articles shall be initiated by action of the Board of Directors pursuant to statute (presently Va. Code §13.1-886, as amended) and shall require the assent of more than two-thirds (2/3) of the votes of the entire Class A Membership and more than two-thirds (2/3) of the Class B Membership, if any, at a meeting called for such purpose, as well as other purposes, if any upon not less than twenty-five (25) nor more than sixty (60) days' notice.

13. FHA and/or VA APPROVAL: In the event any Lot within the Property subject to the jurisdiction of this Community Association is encumbered by a mortgage which is guaranteed or issued by the Federal Housing Administration and/or the Veterans Administration and as long as a Class B Membership exists, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional Property, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution of the corporation and amendment of these Articles.

14. INDEMNIFICATION:

(a) Each person now or hereafter a Director, officer, or committee Member of the corporation (and his or her heirs, executors and administrators), shall be indemnified and held harmless by the corporation against all claims, liabilities, judgments, settlements, fines, costs and expenses, including all attorney's fees, imposed upon or reasonably incurred by him or her in connection with or resulting from any action, suit, proceeding or claim, whether civil, criminal, administrative or investigative (including an action or suit by or in the right of the corporation), to which he or she is or may be made a party by reason of his or her being or having been a Director, officer, or committee

Member of the corporation (whether or not a Director, officer, council or committee Member at the time such costs or expenses are incurred by or imposed upon him or her)', except in relation to matters as to which he or she shall have been finally adjudged by a court of competent jurisdiction to be liable for willful misconduct or a knowing violation of criminal law. All attorney's fees and costs shall be paid immediately by the corporation as they are incurred by such person and shall be promptly repaid to the corporation only upon a final adjudication by a court of competent jurisdiction that such person is liable for willful misconduct or a knowing violation of criminal law. Such right of indemnification shall be in addition to and not exclusive of any rights to which said persons may be entitled under any Bylaws, agreement, vote of Members, insurance, or otherwise, and shall be made notwithstanding any other determination procedures generally as may be provided by law.

(b) No Director or officer of the corporation shall be liable in any proceeding brought by or in the right of the corporation or brought by or on behalf of Members of the corporation unless and until there is a final adjudication by a court of competent jurisdiction that such person was engaged in willful misconduct or a knowing violation of criminal law. The limitation on liability provided herein shall not be deemed to supersede or prevent any greater limitation on liability as may be afforded by law from time to time.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the Commonwealth of Virginia, I, the undersigned, constituting the incorporator of this corporation, have executed these Articles of Incorporation this 24 day of April, 1991.

Incorporator

BYLAWS
OF
SHADOWBROOK
COMMUNITY ASSOCIATION, INC.

ARTICLE I

PRINCIPAL OFFICE. The initial principal office of Shadowbrook Community Association, Inc. (hereinafter referred to as the "Community Association") shall be located at Atrium 200, 7900 Westpark Drive, McLean, Virginia 22102, but the Board of Directors may by resolution change the location of the principal office from time to time and meetings of Members and directors may be held at such places within the Commonwealth of Virginia as may be designated by the Board of Directors.

ARTICLE II

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on the first Tuesday of October after the expiration of the Class B Membership. Thereafter, the annual meeting of the Members shall be held on the first Tuesday of October of each year, at an hour and place to be determined by the Board of Directors and included in the notice for such meetings. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) of all the votes of the Members.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of each notice, postage prepaid, at least ten (10) days, and no more than sixty (60) days, before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Community Association, or supplied by such Member to the Community Association for the purpose of notice. Notice of a Members meeting to act on an Amendment to the Articles of

Incorporation, a Plan of Merger, or the dissolution of the Community Association shall be given not less than twenty-five (25) nor more than sixty (60) days before the meeting. If mailed, notice shall be deemed given when deposited in the U.S. mail, postage prepaid and addressed as provided above. In lieu of delivering notice as provided above, the Community Association may publish such notice in such newspapers at such times as permitted by Virginia Non-Stock corporation Act. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In addition, in the case of a special meeting no other business may be conducted other than as specified in the notice.

Section 4. Quorum. The presence at the meeting of Members entitled to vote or of proxies entitled to vote, of one-tenth (1/10) of the votes of the Class A Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Once a Member is present at a meeting, he/she is deemed present for quorum purposes for the remainder of the meeting and for adjournment of that meeting unless a new record date is or shall be set for that adjourned meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Community Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot(s).

Section 6. Member's List.

(a) The Secretary shall make, at least ten days before each meeting, a complete list of the Members, with the address of each. The list shall be arranged by voting group.

(b) For a period of ten days prior to the meeting, the list of Members shall be subject to inspection by any Member at anytime during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting for the purposes thereof, subject to the limitations set

forth by law.

(c) If the requirements of this Section 6 have not been substantially complied with, the meeting shall, on the demand of any Member in person or by proxy, be adjourned until the requirements are complied with. Refusal or failure to prepare or make available the Members' list does not affect the validity of action taken at the meeting prior to the making of any such demand, but any action taken by the Members after the making of any such demand, except adjournment, shall be invalid and of no effect.

ARTICLE III

BOARD OF DIRECTORS: TERM OF OFFICE

Section 1. Number. The affairs of this Community Association shall be managed initially by such number of directors as the Declarant may direct and appoint, until the first annual meeting of the Members. From and after the first annual meeting of the Members the affairs of this Community Association shall be managed by a Board of five (5) Directors, who shall be Members or designees of the Declarant.

Section 2. Term of Office. All Directors appointed by the Declarant shall serve at the pleasure of the Declarant until the termination of the Class B Membership. The Board of Directors elected at the first annual meeting of the Members shall be divided into three (3) classes of Membership as near equal in number as possible, with the term of office of one class expiring each year. The Directors shall be determined as provided in the Articles of Incorporation. There shall be no cumulative voting in any election of Directors.

Section 3. Resignation or Removal. A Director may resign at any time by delivering written notice to the Board of Directors, the President or the Secretary. The resignation is effective upon delivery of the notice unless the notice specifies a later date. Any Director, other than Directors appointed by the Declarant, maybe removed from the Board, with or without cause, by a majority vote of the Members of the Community Association, or by the Board itself for failure to attend three (3) consecutive regular meetings of the Board. In the event of death, resignation or removal of a single Director, other than Directors appointed by the Declarant, his successor shall be selected by the

remaining Members of the Board and shall serve until the next Member's meeting at which Directors are elected, at which meeting an election shall be held to fill out the unexpired term. If more than one vacancy occurs at the same time among the Directors, other than Directors appointed by the Declarant, successor Directors shall be selected through special election by the Members to serve for the unexpired term of their predecessors. A vacancy that is to occur at a later date may be filled before the vacancy occurs; provided the new Director may not take office until the vacancy occurs. Until the termination of the Class B Membership, the Declarant shall appoint successor Directors to replace any Directors who resign, die or are removed by the Declarant.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Community Association in his capacity as such, but the fact that a person is a Director shall not disqualify that person from receiving compensation for services actually rendered to the corporation at its request. Furthermore, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE IV

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of Members subject to procedural rules adopted by the Board. Such rules shall not be established so as to exclude any Member desiring to be a candidate or desiring to submit the name of a candidate from so doing. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Community Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but the Nominating Committee shall use its best efforts to nominate not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such

election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration.

The persons receiving the plurality of votes shall be elected.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly, without notices, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Community Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5. Notice. Notice shall be in writing except that oral notice of any meeting of the Board may be given if communicated directly to the Director(s) to whom it is to be given.-8-

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, if any (including the recreation facilities), and the personal conduct of the Members and their guests thereon, and to establish penalties for the in fraction thereof; provided, however, that Members

may, by a vote of a majority of Members present at a Special Meeting of Members called for that purpose at which a quorum is present, repeal or amend any rule or regulation adopted by the Board of Directors;

(b) suspend the voting rights and right to use of the community facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Community Association. Such rights may also be suspended after notice and hearing, for infraction of published rules and regulations and suspension for infraction of published rules and regulation may extend for a period during which the infraction continues and for an additional period not to exceed sixty (60) days;

(c) assess a charge against any Member for violation of the Declaration or rules and regulations adopted by the Board of Directors for which the Members or his/her family Members, tenants, guests or other invitees are responsible;

(d) exercise for the Community Association all powers, duties and authority vested in or delegated to this Community Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(e) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
and

(f) employ a manager, an independent contractor, and such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and all corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Community Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the Annual Maintenance Assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of failure to pay an assessment to every Owner subject thereto within thirty (30) days after due date, to bring an action at law against the Owner personally obligated to pay the same and/or to foreclose the lien against the Lot(s) involved, provided that written notice sent by certified mail has been sent to said Owner at least ten (10) days prior to the filing of the action:

(d) issue, or to cause an appropriate officer or the Management Agent to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Community Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) approve an annual budget.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Community Association shall be a president, who shall at all times be a Member of the Board of Directors, and a secretary. The Board may also choose to elect a vice-president, who shall at all times be a Member of the Board of Directors, and a Treasurer.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Community Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Community Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. Any and all offices of the corporation may be held by the same person until the expiration of the Class B Membership. Upon the expiration of the Class B Membership, only the offices of Secretary and Treasurer may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes, and checks from such accounts as the Board may from time to time determine. He shall make appointments of Committee Chairmen of all Standing Committees.

Vice-President (if any)

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to-act, and shall exercise and discharge such other duties as maybe required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Community Association, if any, and affix it on all papers requiring said seal; serve notices of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Community Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer (if any)

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Community Association and shall cause the disbursement of such funds as directed by resolution of the Board of Directors; shall co-sign all promissory notes and checks from such accounts as the Board may from time to time determine; keep proper books of account; shall cause an annual audit of the Community Association books to be made by a public accountant at the completion of each fiscal year; and shall be the chief officer responsible for the preparation of an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE VIII

COMMITTEES

The Board of Directors shall appoint a Nominating Committee as provided in these Bylaws and an Architectural Review Committee as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Community Association shall be subject to inspection by any Member in good standing or his/her authorized agent. Such inspection shall be made upon five (5) days written notice from the Member to the Board of Directors and only during reasonable business hours or at a mutually convenient time and location. Books and records of the Community Association may be withheld from said inspection to the extent that they concern the following: Personnel records; an individual's medical records; records relating to business transactions that are currently in negotiation; privileged communications with legal counsel; and complaints against an individual Member of the Community Association. The Community Association may impose and collect a charge, reflecting the actual costs of materials and labor, prior to providing copies of any books and records to a Member in good standing. The Declaration, the Articles of Incorporation and the By-laws of the Community Association shall be available for inspection by any Member at the principal office of the Community Association, where copies may be purchased at reasonable cost.

ARTICLE X

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, only by a vote of more than two-thirds (2/3) of the votes of the entire Class A Membership and more than two-thirds (2/3) of the Class B Membership present in person or by proxy, provided, however, that in the event that any Class B Membership exists and VA and/or FHA have issued or guaranteed mortgage loans outstanding, such amendment shall require the approval of such agency.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Community Association shall begin on the first day of April and end on the 31st day of March of each year, except that the first fiscal year shall begin on the first day of the month following the issuance by the appropriate governmental authorities of the first residential use and occupancy permit on a Lot within the Property.

IN WITNESS WHEREOF, I, being the sole Director of Shadowbrook Community Association, have hereunto set my hand this: _____ day
of _____, 19__.

Name:

6626X