ARTICLES OF INCORPORATION

OF

LAKE OF THE WOODS ASSOCIATION, INC.

July 2014 Edition

Lake of the Woods Association, Inc.

102 Lakeview Parkway

Locust Grove, VA 22508
WHEREAS, Virginia Wildlife Clubs, Inc., a Virginia Corporation (hereinafter sometimes referred to as "the Developer"), is now developing part of Orange County, Virginia, as a complete residential community that will be known as "Lake of the Woods" and is hereinafter sometimes referred to as "the Subdivision"; and

WHEREAS, it is desirable that a maintenance system be established, governed, and operated by the owners of the residential lots in the Subdivision in such a manner as to promote the creation and preservation of peaceful enjoyment of the property and the protection of property values in the Subdivision; and

WHEREAS, plat restrictions and restrictive covenants are to be recorded with respect to the Subdivision;

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, each of whom is a citizen of the United States, do hereby undertake to form a not for profit corporation without capital stock under the provisions of The Virginia General Non-Stock Corporation Act, as amended.

ARTICLE I

The name of the Corporation is Lake of the Woods Association, Inc., and it is hereinafter referred to as "the Association".

ARTICLE II

The general objects and purposes and powers of the Association are:

1. To further and promote the community welfare and property owners in the Subdivision and to exercise the powers and functions granted to it in, or pursuant to, the Restrictive Covenants applicable to the Subdivision, or any portions thereof, and any other restrictive covenants that have heretofore or may hereafter be recorded in respect of the Subdivision or any part thereof.

2. To care for, maintain, and repair certain vacant and unimproved and unkept lots and certain common areas of the Subdivision, or any part thereof; to repair, rebuild and maintain structures or residences on any lot in the Subdivision for the purposes of preventing any such structure’s falling into a rundown condition; and to repair, maintain, rebuild and/or beautify all streets and their rights of way, and all parks within the Subdivision that are not subject to maintenance by governmental authority.

3. To provide for the payment of taxes and assessments, if any, that may be levied by any governmental authority upon any area in the Subdivision that may be conveyed to the Association.

4. To enforce charges, easements, restrictions, conditions, covenants, and servitudes existing upon and created for the benefit of the property over which the Association may have jurisdiction; to pay all expenses incidental thereto; to enforce the decisions and rulings of the Association; and to pay all expenses in connection therewith.

5. To provide for the maintenance of parks, recreational facilities, and other community features of such land in the Subdivision as may be conveyed to the Association, and to provide for the maintenance of those areas designated on the subdivision plats of the Subdivision as pedestrian easements.

6. To appoint such committees as may be necessary to, or convenient in, the Association's discharging the duties entrusted to it, including (but not limited to) and Environmental Control Committee, a Finance Committee, a Legal and Compliance Committee and a Maintenance and Ecology Committee.

7. To levy an annual charge upon lot owners of the Association; and to levy such other charges for costs incurred for the benefit of or caused by the conduct of fewer than all owners, their family, guests, tenants, licensees or invitees and a tenant fee as authorized by the Declaration of Restrictions; to sue to collect any of such charges as are not
paid; to file liens against any real estate in the Subdivision that is owned by a delinquent member of the Association for any such charge as is not paid when due; and to foreclose any such lien.

8. To acquire by gift, purchase or other means, to own, hold, enjoy, lease, operate, maintain, convey, sell, lease, transfer, mortgage or otherwise encumber, or dedicate for public use, real or personal property in connection with the business of this Association.

9. To expend the monies collected by the Association from assessment or charges, and other sums received by the Association, for the payment and discharge of all proper costs, expenses, and obligations incurred by the Association in carrying out all or any of the purposes for which the Association is formed.

10. To borrow money and to give, as security therefore, a mortgage or other security interest in any or all real or personal property owned by the Association, or a pledge of monies to be received under paragraph 7 above, and to assign and pledge its right to any assessments and charges and its right to claim a lien therefore.

11. To do any and all lawful things and acts, and to have any and all lawful powers, which a corporation organized under and by virtue of The Virginia Non-Stock Corporation Act, as amended, may do and have, and in general to do all things necessary and proper to accomplish the foregoing purposes, including the specific power to appoint any person or corporation as its fiscal agent to collect all assessments and charges levied by the Association and to enforce the Association's liens for unpaid assessments and charges or any other lien owned by the Association.

ARTICLE III

The period during which the Association shall continue as a corporation shall be perpetual.

ARTICLE IV

The post office address of the registered office of the Association shall be:

Somerville, Moore & Joyner
Virginia National Bank Bldg.
Orange, Virginia 22960

ARTICLE V

1. The members of the Association shall be persons or corporations who at any time are owners (legal or equitable) of numbered residential lots in the Subdivision. A person who has no interest in real estate in the Subdivision other than an interest that is held merely as security for the performance of an obligation to pay money (e.g., the interest of a mortgagee or a land contract vendor) shall not be entitled to membership in the Association.

2. Membership in the Association shall lapse and terminate when any member shall cease to be the owner of a numbered residential lot in the Subdivision.

3. Meetings of members may be held at such place either within or without this State, as may be provided in the bylaws, or where not inconsistent with the bylaws, in the notice of the meeting.

An annual meeting of the members shall be held at such times as may be provided in the bylaws. Meetings of the members shall be called by the president or by the Board of Directors.

Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten or more than fifty days before the date of the meeting (except as a different time is specified below), either personally or by mail by or at the direction of the president of the Board of Directors to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid. In lieu of delivering notice as above, the corporation may publish such notice at least once a week for two consecutive calendar weeks in a newspaper published in the city or county in which the registered office is located, or having a general circulation therein, the first publication to be not more than fifty days, and the second not less than seven days, before the date of the meeting.
4. There shall be only one class of membership.

5. There shall be no associate members.

6. On all questions submitted to a vote of the members, there shall be one vote for each subdivided, numbered lot. If the ownership of a subdivided, numbered lot is in more than one person's name, such vote shall be cast only in accordance with their agreement.

7. No member may be expelled from membership in the Association for any reason whatsoever; provided, however, that the Board of Directors of the Association shall have the right to suspend the voting rights, and the right to the use of the parks and other recreational facilities of the Association of any member (i) for any period during which any Association charge owned by the member remains unpaid; (ii) during the period of any continuing violation of the restrictive covenants of the Subdivision, after the existence of the violation shall have been declared by the Board of Directors of the Association.

8. Deleted in its entirety.

ARTICLE VI

The affairs and business of the Association shall be managed by a Board of Directors, the exact number to be stated in the Bylaws of the Association. Each member of the Board of Directors shall serve for a term of three (3) years.

The Board of Directors of the Association shall have the power to adopt Bylaws of the Association not inconsistent with these Articles or with the laws of the State of Virginia. Pursuant to the Bylaws, the Board of Directors may elect a President, one or two Vice Presidents, a Secretary, one or two Assistant Secretaries, and a Treasurer. The offices of Secretary and Treasurer may be filled by one person. The officers shall have such qualifications, powers and duties, and shall be elected in such manner, at such time and place, and shall serve for such terms as may be provided in the Bylaws of the Association.

The Association shall indemnify any director, officer, member of the Environmental Control Committee or any former director, officer or member of the Environmental Control Committee against expenses actually and reasonably incurred by him in connection with the defense of any claim, action, suit or proceeding against him by reason of being or having been such a director, officer or Environmental Control Committee member, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty; and to make any other or further indemnity to any such persons that may be authorized by the Articles of Incorporation or any resolution adopted, before or after the event, by the members.

ARTICLE VII

The number of directors constituting the initial board of directors is three and the names and addresses of the persons who are to serve as the initial directors are:

John S. Keating, Jr.
119 East Ogden/Odgen Street
Hinsdale, Illinois

C. Daniel Clemente
5850 Leesburg Pike
Falls Church, Virginia

Wesley T. Butler
P. O. Box 631
Springfield, Virginia
ARTICLE VIII

The names and addresses of the incorporators are as follows:

James C. Foote
P. O. Box 631
Springfield, Virginia

John S. Keating, Jr.
119 East Ogden Street
Hinsdale, Illinois

Wesley T. Butler
P. O. Box 631
Springfield, Virginia

ARTICLE IX

No property is to be taken over the Association at or upon its incorporation, but this fact shall in no manner restrict the Association in respect of its later receiving property by donation, grant, purchase or other means.

ARTICLE X

The Association is organized without capital stock and no part of the income of the Association shall inure to the benefit of any member, associate member, director or officer of the Association.

ARTICLE XI

None of the provisions of these Articles of Incorporation may be altered or amended in whole or in part in such a way as to bring them into conflict with the restrictive covenants and deed restrictions now or hereafter made applicable to the Subdivision. With the foregoing exception, these Articles may be freely amended in accordance with the provisions of The Virginia General Non-Stock Corporation Act, as now or hereafter amended.

GIVEN under our hands this 28th, day of February, 1967.

Charter Number: 111895

Filed: February 28, 1967

Approved: April 21, 1967
ADDENDUM AND COMMENTS

Pursuant to the terms of the contract made and entered into between Boise Cascade Home and Land Corporation and Lake of the Woods Association, Inc. under date of October 23, 1972 and with respect to which settlement was completed on November 30, 1972, the rights of the Declarant or the Developer (which had not previously been transferred) were transferred to the Association, as such terms are used in the Restrictive Covenants or the Articles of Incorporation.

This transfer included specifically (1) the exclusive easement for the installation and maintenance of radio and television transmission cables as described in Section 10, Subparagraph C of the Restrictive Covenants; and (2) the right existing under present Restrictive Covenants to levy and collect charges, fees and assessments for the operation and maintenance of the recreational properties.

The aforesaid contract also transferred to the Association "All of the right, title and interest of Boise in and to oil, gas, and mineral rights within the subdivision known as Lake of the Woods."

The exemption granted the Developer from payment of the charges, assessments or dues, as provided in both the Restrictive Covenants and the Articles of Incorporation, expires November 30, 1973.

Finally, essentially all of the authorities of the "Declarant", as such term is used herein, were transferred to the Association. Copies of the contracts are on file in the Association's office.

[The amendment of February 7, 1991 is incorporated herein (page 7). The amendment of July 14, 2014 is incorporated herein (pages 1, 2, and 3).]