Commonwealth of Virginia
State Corporation Commission
Office of the Clerk
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ARTICLES OF INCORPORATION

FOR

RETREAT AT POLAND HILL HOMEOWNERS ASSOCIATION

ARTICLE 1

NAME

The name of this corporation is Retreat at Poland Hill Homeowners Association which is hereby incorporated as a nonstock corporation pursuant to the Virginia Nonstock Corporation Act, Chapter 10 of Title 13.1 of the Code of Virginia (1950), as amended ("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) "Articles of Incorporation" means the Articles of Incorporation for the Association filed with the Virginia State Corporation Commission, as amended from time to time.

(2) "Assessments" means the sums levied against the Lots to pay Common Expenses and other costs as provided in Article 6 of the Declaration.

(3) "Association" means Retreat at Poland Hill Homeowners Association 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 Declarations and the Bylaws, all 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 (other than the Declarant) who is regularly in the business of and who purchases land or two or more Lots within the Property for the purpose of constructing improvements for resale.

(7) "Bylaws" mean the Bylaws of the Association, as amended from time to time.

(8) "County" means the County of Loudoun, Virginia. All references to approval by the County shall mean approval by the appropriate agency of the County, as determined by the Office of the County Attorney at that time.

(9) "Common Area" means, at any given time, all of the Property (other than Lots) then owned by the Association and available to the Association for the benefit, use and enjoyment of the Owners. "Common Easement Areas" means, at any given time, any easement available to the Association for the benefit or use of the Owners.

(10) "Common Expenses" means all expenses incurred by or on behalf of the Association, together with all sums determined by the Board of Directors to be reasonably necessary for the creation and maintenance of reserves pursuant to the provisions of the Association Documents.

(11) "Declarant" means Stanley Martin Companies, LLC, a Maryland limited liability company, or such other Person named as the Declarant in or pursuant to the Declaration.

(12) "Declarant Control Period" means the period of time beginning on the date of incorporation of the Association and ending on the earliest of: (i) the twentieth anniversary of the date of recordation of the Declaration; provided, however, 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 (3) years, whichever period of time is less); (ii) the date one hundred percent (100%) of the total number of planned dwellings permitted to be located on the Submitted Land and the Additional Land are initially occupied or owned by Owners other than the Declarant or a Builder (the foregoing number may be increased or decreased in accordance with any amendments to the Development Plan or approvals affecting the number of permitted dwellings or if Exhibits A or B to the Declaration are amended to describe land not originally described in Exhibits A or B to the Declaration which would allow an increased number of permitted dwellings or as otherwise provided in Section 4.2(a) of the Articles of Incorporation); (iii) the date specified by the Declarant in a written notice to the Association that the Declarant Control Period is to terminate; or (iv) the end of the Development Period.

(13) "Declaration" means the Declaration for Retreat at Poland Hill made by the Declarant and recorded among the Land Records. The term "Declaration" shall include all amendments thereto and, except when the context clearly requires otherwise, all "Supplementary Declarations". "Supplementary Declaration" means any declaration: (i) submitting land to the terms of the Declaration and subjecting such land to the jurisdiction of the Association, whether or not such Supplementary Declaration contains additional or different provisions reflecting the unique characteristics of the land being submitted; or (ii) submitting a portion of the Property to such supplementary covenants in accordance with the provisions of Article 4 of the Declaration. A Supplementary Declaration may be part of a deed of subdivision.

(14) "Development Period" means the period of time that the Declarant or any Builder is engaged in development or sales of the Property or the Additional Land or activities relating thereto, during which time the Declarant is entitled to exercise certain "Special Declarant Rights" under the Association Documents. Special Declarant Rights are described in Article 5 of the Declaration. When all the Submitted Land is owned by Owners other than the Declarant (or a lender holding Special Declarant Rights) or a Builder, all the Additional Land is owned by Owners other than the Declarant (or a lender holding Special Declarant Rights) and all of the Declarant's bonds held by a governmental agency with respect to the Property and the Additional Land have been released, then the Development Period shall end.

(15) "Development Plan" means the general development, subdivision or site plan or plans for the Submitted Land or the Additional Land as approved by the County and as amended from time to time. The Development Plan also includes, without limitation, the rezoning application ZMAP-2014-0003/ZMOD-2015-0014, which includes a Conceptual Development Plan and Proffer Statement for Poland Hill ZMAP 2014-0003/ZMOD 2015-0014 dated December 11, 2015 as amended or clarified from time to time, and Construction Plans & Profiles Poland Hill CPAP-2017-0014, all as approved by the County, and as amended, supplemented or clarified from time to time. Although the Declarant intends to develop the Submitted Land and the Additional Land substantially in accordance with the Development Plan, the Declarant reserves the right to modify the Development Plan subject only to the requirements and procedures of the County.

(16) "Land Records" means the land records of Loudoun County, Virginia.

(17) "Lot" means a portion of the Property which is a separate, subdivided lot of record or any other parcel of Submitted Land held in separate ownership (but not including land designated as Common Area and owned by the Association or land dedicated for public street or other public purposes), together with any improvements now or hereafter appurtenant thereto.

(18) "Majority Vote" means a simple majority (more than fifty percent (50%)) of the votes entitled to be cast by Owners present in person or by proxy at a duly held meeting of the Owners at which a quorum is present. Any vote of a specified percentage of Owners means that percentage with respect to the number of votes actually cast by Owners present in person or by proxy at a duly held meeting of the Owners at which a quorum is present. Any vote of a specified percentage of the Board of Directors (or committee) means that percentage with respect to the number of votes entitled to be cast by directors (or committee members) present at a duly held meeting of the Board (or committee) at which a quorum is present. Any vote of or approval of a specified percentage of the Mortgagees means a vote of or approval (whether actual or presumed) by the Mortgagees calculated according to the number of votes allocated to the Lots (or the Owners of the Lots) on which a Mortgage is held by a Mortgagee.

(19) "Mortgagee" means an institutional lender (one or more commercial or 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) which holds a first mortgage or first deed of trust ("Mortgage") encumbering a Lot and which has notified the Board of Directors of its status in writing and requested all rights under the Association Documents pursuant to Section 13.2 of the Declaration. Where the approval of Mortgagees is required, such approval means: (i) written approval; (ii) any written waiver of approval rights; (iii) a letter stating no objection; or (iv) presumptive approval if a Mortgagee does not respond to a notice by certified or registered United States mail, return receipt requested, within thirty (30) days after the date the request for approval is transmitted in accordance with the notice requirements of Article 10 of the Bylaws and Sections 13.2 and 14.4 of the Declaration.

(20) "Officer" means any Person holding office pursuant to Article 6 of the Bylaws.

(21) "Owner" means one or more Persons who own a Lot in fee simple, but does not mean any Person having an interest in a Lot solely by virtue of a contract or as security for an obligation. The term "Owner" is also used to mean a member of the Association.

(22) "Person" means a natural person, corporation, partnership, association, trust or other entity capable of holding title or any combination thereof.

(23) "Property" means, at any given time, the Submitted Land together with all improvements and appurtenances thereto now or hereafter existing.

(24) "Rules and Regulations" means the rules and regulations governing the use, occupancy, operation, Upkeep and physical appearance of the Property adopted from time to time by the Board of Directors.

(25) "Submitted Land" means the land designated as such in Exhibit A to the Declaration and all land which is from time to time submitted to the Declaration. "Additional Land" means the land so designated in Exhibit B to the Declaration, as amended from time to time, which the Declarant has reserved the right to submit to the Declaration and to the jurisdiction of the Association pursuant to Section 4.1 of the Declaration.

(26) "Upkeep" means care, inspection, maintenance, snow removal, operation, repair, repainting, remodeling, restoration, renovation, alteration, replacement and reconstruction.

Section 2.2. Construction of Association Documents.

(a) Captions. The captions are provided only for reference, and shall not be deemed to define, limit or otherwise affect the scope, meaning or effect of any provision of the document in which used.

(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 or unenforceability 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 lawful, the provision shall be enforced.

(d) Interpretation. If there is any conflict among the Association Documents, the Declaration and thereafter, the applicable Supplementary Declaration shall control, except as to matters of compliance with the Act, in which case the Articles of Incorporation shall control. Specific provisions shall control general provisions, except that a construction consistent with the Act shall in all cases control over any construction inconsistent with the Act. 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. The Association Documents shall be construed together and shall be deemed to incorporate one another in full. 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.

ARTICLE 3

PURPOSES AND LIMITATIONS

The Association does not contemplate pecuniary gain or profit to the Owners. No part of any net earnings shall be paid to any director, Officer or Owner, and as such they will have no interest in or any title to any of the property or assets of the Association except in accordance with the provision herein relating to dissolution. No officer or director shall receive compensation from the Association for services performed in such capacity; provided however that nothing shall prohibit the Association from reimbursing its directors and Officers for all reasonable expenses incurred in performing services for the Association. 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, landscaping and maintenance 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, Assessments, and charges in accordance with the provisions of the Bylaws and the Declaration;

(5) exercise all other powers and perform all duties and obligations of the Association as set forth in the Association Documents, including without limitation, the age-qualification, verification and enforcement provisions set forth in the Declaration to ensure that the Property complies with the "Housing for Older Persons" exemption requirements under the Federal Fair Housing Act and the Virginia Fair Housing Law; and

(6) exercise the powers now or hereafter conferred by law on Virginia nonstock corporations as may be necessary or desirable to accomplish the purposes set forth above, including without limitation implementation of the Development Plan.

ARTICLE 4

MEMBERSHIP AND VOTING

Section 4.1. Membership. Members of the Association shall at all times be, and be limited to, the Declarant (during the Development Period) and the Owners. If more than one Person owns a Lot, then all of such Persons shall collectively constitute one Owner and be one member of the Association. The Declarant and each such Person is entitled to attend all meetings of the Association. Membership in the Association is mandatory and automatic with ownership of a Lot.

Section 4.2. Classes of Owners; Voting Rights.

(a) Classes; Voting Rights. The Association shall have the following classes of Owners (members):

The Class A Owners shall be the Owners, other than the Declarant during the Declarant Control Period. A Class A Owner shall have one vote for each Lot owned.

The Class B Owner shall be the Declarant. During the Declarant Control Period, the Class B Owner shall have 225 votes. If (i) the land described in Exhibits A or B to the Declaration is rezoned or the Development Plan is amended to permit a greater number of dwellings (or the Declarant obtains other approval to permit a greater number of dwellings) to be constructed than permitted at the time the Declaration is recorded, then the number of votes of the Class B Owner described above shall be increased by three times the number of additional dwellings permitted; or (ii) all or any portion of the land that was not originally described in Exhibit B to the Declaration is subjected to the Declaration, then the number of votes of the Class B Owner described above shall be increased by three times the number of dwellings that would be permitted on any Lots located on the whole of such residential land if such land were fully developed under the then applicable zoning and subdivision ordinances and subjected to the Declaration.

After the Declarant Control Period expires, the Class B membership shall expire and the Declarant shall become a Class A Owner and have Class A votes with respect to the Lots owned by the Declarant.

Any Person qualifying as a member of more than one voting class may exercise those votes to which such Person is entitled for each such class.

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

Section 4.3. Required Vote. A Majority Vote of the Owners shall be necessary for the adoption of any matter voted upon, except as otherwise provided in the Association Documents. Directors shall be elected as provided in Article 5 below. The 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. Voting shall not be conducted by class, unless specifically stated otherwise.

Section 4.4. 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 Carla Pezzullo, J. Truett Young, and Mike Ames, each of whose business address is: 14200 Park Meadow Drive, #100, Chantilly, Virginia 20151. The initial directors shall serve until their successors are elected in accordance with Section 5.2 below. The Class B Owner 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 directors and shall be increased to five directors pursuant to this section and Section 4.2 of the Bylaws. All initial directors shall be elected by the Class B Owner who shall elect, remove and replace such directors at will, and designate the terms thereof, until the meeting described in Section 5.2(b) below is held at which all Owners with voting rights are entitled to elect a majority of the directors. Each director shall serve a three-year term.

(b) Owner-Controlled Board of Directors. At the earlier of: (i) the first annual meeting of the Association following the end of the Declarant Control Period or (ii) a special meeting called by the Class B Owner to transfer control of the Board of Directors, the number of directors shall be increased to five in which event all but two of the directors elected by the Class B Owner shall resign and during the Development Period the Declarant shall have the right to elect, remove and replace two directors. Thereafter, the remaining directors shall be elected by all Owners having voting rights, including the Declarant. After the Class B membership has expired, the two director positions previously voted upon solely by the Class B

Owner shall be voted upon by all Owners having voting rights or the total number of directors may be reduced by amendment to the Bylaws.

The term of office of at least one but fewer than three of the directors elected by the Owners, including the Declarant, shall expire at the third annual meeting following the election. The term of office of at least one but fewer than three of the directors shall expire at the second annual meeting following the election. The term of office of at least one but fewer than three of the directors shall expire at the first annual meeting following the election. The directors receiving the greatest number of votes shall be elected for the longest available terms. The actual number of directors whose terms of office expires at each of the three annual meetings described in the preceding sentences shall be one-third (or a whole number as near to one-third of the total number of directors 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 whole number as near to one-third of the total number of directors as possible) of the total number of directors is elected each year.

All successor directors shall be elected to serve for staggered terms of three (3) years each, unless elected to fill a vacancy, in which case such director shall serve as provided in Section 5.6 below. Except for death, resignation or removal, the directors shall hold office until their respective successors shall have been elected. If an election is not held when required, 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. (a) Qualifications; Election Procedures. No person shall be eligible for election as a director unless such person is an Owner, the Declarant (or a designee of the Declarant) or a Mortgagee in possession (or a designee of a Mortgagee in possession). No Class A Owner shall be elected as a director or continue to serve as a director if such Owner is more than sixty (60) days delinquent in meeting financial obligations to the Association or found by the Board of Directors after a hearing to be in violation of the Association Documents or Rules and Regulations.

(b) Elections Committee. Prior to each meeting of the Association at which the directors are elected by Owners other than the Class B Owner, the Board of Directors may appoint an Elections Committee consisting of one director whose term is not then expiring and at least two other persons who are not directors. The Elections Committee shall develop election procedures and administer such procedures as are approved by the Board providing for nomination and election of directors by ballot of the Owners at annual meetings and, where appropriate, special meetings.

(c) 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 this section.

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. 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 without the approval of the Owners and Mortgagees as required by Section 14.4 of the Declaration.

Section 5.5. Removal or Resignation of Directors. Except with respect to initial directors, directors elected solely by the Class B Owner 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 the Owners entitled to cast a majority of the total number of votes entitled to elect such director, or as otherwise provided in the Act, and a successor may then and there be elected to fill the vacancy thus created.

Any director whose removal has been proposed by the Owners shall be given at least ten (10) 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 Owners of such meeting shall state that one of the purposes of the meeting is to remove such director. 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 directors elected solely by the Class B Owner, a director shall be deemed to have resigned upon disposition by the Owner of the Lot which made such person eligible to be a director, or 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 director's resignation pursuant to this section. The Declarant as the Class B Owner may remove and replace at will any initial director or director elected or appointed by the Class B Owner.

Section 5.6. Vacancies. Vacancies on the Board of Directors caused by any reason other than: (i) the removal of a director by the Owners; or (ii) removal or resignation of an initial director or a director elected solely by the Class B Owner shall be filled by 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, 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 Owners shall be filled by a vote of the Owners and the successor director shall serve the remainder of the term of the director being replaced. The Class B Owner shall appoint the successor to an initial director or any director elected or appointed by the Class B Owner. The term of a replacement director shall expire so that the staggered terms shall remain unaffected.

ARTICLE 6

INITIAL REGISTERED
OFFICE AND AGENT

The initial registered office of the Association is located in Fairfax County at 14200 Park Meadow Drive, #100, Chantilly, Virginia 20151, with a mailing address of 14200 Park Meadow Drive, #100, Chantilly, Virginia 20151 at which office the initial registered agent of the Association is Joel S. Reed, who meets the requirements of Section 13.1-833 of the Act by reason of the fact that he is a resident of Virginia and a member of the Virginia State Bar whose business address is identical with that of the registered office.

ARTICLE 7

AMENDMENT

These Articles may be amended if the amendment is adopted by at least a sixty-seven percent (67%) vote of the Owners, 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 approval of the Class B Owner, if any. The Association shall take no action to amend the Articles of Incorporation which would violate the provisions of Section 14.4 and Section 14.5 of the Declaration.

ARTICLE 8

DISSOLUTION

The Association may be dissolved pursuant to a merger or consolidation with an entity formed for similar purposes, if the resolution to dissolve is adopted by at least a sixty-seven percent (67%) vote of the Owners, including the Class B Owner, if any; otherwise, dissolution of the Association must be approved by Owners entitled to cast sixty-seven percent (67%) of the total number of votes in the Association, including a majority of the total number of votes entitled to be cast by Owners other than the Declarant, and by the Declarant during the Development Period. The Association shall take no action to dissolve the Association or transfer Common Area which would violate the provisions of Sections 14.4 and 14.5 and Article 15 of the Declaration.

IN WITNESS WHEREOF, the incorporator of the Association has signed these Articles of Incorporation on August 31, 2020.

Jo Anne S. Bitner

Incorporator
Jo Anne S. Bitner

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COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, SEPTEMBER 1, 2020

The State Corporation Commission has found the accompanying articles of incorporation submitted on behalf of

Retreat at Poland Hill Homeowners Association

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective September 1, 2020.

The corporation is granted the authority conferred on it by law in accordance with the articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By 

Jehmal T. Hudson
Commissioner