

ARTICLES OF INCORPORATION  
OF

SENECA RIDGE HOMEOWNERS ASSOCIATION, INC.

This is to certify that we, the undersigned, do hereby associated ourselves to establish a corporation in and by virtue of the provisions of the Virginia Non-Stock Corporation Act (Chapter 2, Title 13.1, Code of Virginia, 1950, and acts amendatory thereof) for the purposes and in the corporation name hereinafter set forth as follows:

ARTICLE I

The name of the corporation is Seneca Ridge Homeowners Association, Inc., hereinafter called the Association.

ARTICLE II

The post office of the initial Registered Office of the Association is 4200 Daniels Avenue - Suite 300, Annandale, Virginia 22003.

ARTICLE III

The name of the initial Registered Agent of the Association is Kerry M. Reilly, a resident of the State of Virginia and a Director of the Corporation, and whose office address is 4200 Daniels Avenue - Suite 300, Annandale, Virginia 22003, which is in the County of Fairfax, State of Virginia.

ARTICLE IV

POWERS AND PURPOSE OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to itself or to the members thereof, and the specific purposes for which this Association is formed are to provide for the preservation, maintenance and management of certain community land and facilities located within the community known as Seneca Ridge Subdivision, Section 1, Lots 1-4 and Lots 138-146, inclusive, in Loudoun County, Virginia, and recorded in the land records of Loudoun County, Virginia, in Deed Book 819, at Page 22, together with any additions thereto, as more fully provided in the Declaration of Covenants and Restrictions, and to provide architectural control for the residential properties located therein, and to promote the health, safety and welfare of the residents of said community.

The purpose herein set forth applicable to the above-described property shall apply to any additions thereto as may hereafter be brought within the jurisdiction of this Association pursuant to that certain Declaration of Covenants and Restrictions

hereinafter referred to.

And for the purposes herein set forth, this Association shall:

- (a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions hereinafter called the “Declaration” applicable to the property and to be recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and
- (e) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Stock Corporation Law of the State of Virginia by law may now or hereafter have or exercise.

#### ARTICLE V

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership:

- (a) With the exception of the Declarant, every person, group of persons or entity who is a record owner of a fee interest in any lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association, provided however, that any such person, group or entity who holds such interest solely as security for

the performance of an obligation shall not be a member on account thereof and provided further that any person, group of persons or entity who holds such an interest in any lot designated as common area shall not be a member on account thereof. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any lot then the vote for the membership appurtenant to such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any lot.

(b) The Class B member shall be the Declarant which shall be entitled to three votes for each lot in which it holds the interest otherwise required for Class A membership, provided, however, that the Class B membership shall lapse and become a nullity on the first to happen of the following events:

- i. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- ii. On 31 December 1989; or
- iii. Upon affirmative relinquishment by all Class B members by document recorded in the Office of the Clerk of the Circuit Court for Loudoun County, Virginia.

## ARTICLE VI

### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who need not be members of the Association, provided, however, that from and after the 25<sup>th</sup> annual meeting of members of the Association, a majority of the Board of Directors shall be members of the Association. The Board of Directors shall be elected by the members entitled to vote. The number of Directors shall be fixed in the By-Laws of the Association.

At the first meeting of the members, the members shall elect one-third (1/3), as nearly as is possible, of the number of Directors to be elected for a term of one (1) year; one third (1/3) for a term of two (2) years, and one third (1/3) for a term of three (3) years, and at each annual meeting thereafter, the members shall elect successors for the Directors whose terms are then expiring for a term of three (3) years each.

The number of Directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the persons who are to serve as the initial Directors until the selection of their successors are:

| NAME              | ADDRESS   |
|-------------------|---|
| Carl Bernstein    | 4200 Daniels Avenue, Suite 300<br>Annandale, Virginia 22003 |
| Kerry M. Reilly   | 4200 Daniels Avenue, Suite 300<br>Annandale, Virginia 22003 |
| Sandra K. Linsday | 4200 Daniels Avenue, Suite 300<br>Annandale, Virginia 22003 |

#### ARTICLE VII

#### DISSOLUTION

The Association may be dissolved at a duly held meeting as provided in Section 13.1-248 of the Code of Virginia. Upon dissolution of the Association, the assets, both real and personal, of the Association shall be dedicated to any 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 Association, provided that such public agency shall expressly accept such dedication. In the event that such dedicated 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 to which they were required to be devoted by the Association.

#### ARTICLE VIII

#### DURATION

The Corporation shall exist perpetually.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Virginia, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation, this 19<sup>th</sup> day of May, 1983.

\_\_\_\_\_  
File)

\_\_\_\_\_  
(Original Signature on

Carl Bernstein

\_\_\_\_\_  
File)

\_\_\_\_\_  
(Original Signature on

Kerry M. Reilly

File)\_\_\_\_\_

\_\_\_\_\_(Original Signature on

Sandra K. Lindsay

Incorporators

CERTIFICATE

THIS DEED OF DEDICATION AND SUBDIVISION, AND DEED OF EASEMENT, made this 22<sup>nd</sup> day of December, 1982, by and between FACINATA ENTERPRISE LIMITED PARTNERSHIP, part of the first part; THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA, a body corporate and politic, part of the second part; and THE LOUDOUN COUNTY SANITATION AUTHORITY, part of the third part;

W I T N E S S E T H :

WHEREAS, the party of the first part is the owner of the hereinafter described property, by a certain Deed recorded in Deed Book 735, at Page 441, et seq., of the land records of Loudoun County, Virginia; and

WHEREAS, it is the desire of the party of the first part to subdivide the hereinafter described property (which is a portion of the same property acquired in Deed Book 735, at Page 441) into lots and parcels, to dedicate, grant and convey for public use the streets and easements in accordance with this Deed of Dedication and Subdivision, and Deed of Easement, and the Record Plat of Section One, Seneca Ridge, dated November 1982, prepared by Johnson, Mirmiran & Thompson, P.C., Engineers and Surveyors, attached hereto and made a part hereof and incorporated herein by reference; and

WHEREAS, it is the desire and intent of the party of the first part hereto to grant and convey unto the Board of Supervisors of Loudoun County, Virginia, party of the second part, storm drainage and flood plain easements in the locations as shown on the plat attached hereto and as hereinafter provided; and

WHEREAS, it is the desire and intent of the party of the first part hereto to grant and convey unto The Loudoun County Sanitation Authority, part of the third part, the sanitary sewer and waterline easements in the locations as shown on the plat attached hereto and as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, receipt of which is hereby acknowledge, the party of the first part does hereby subdivide all that certain tract of land located in Broad Run Magisterial District, of Loudoun County, Virginia, containing 6.5000 acres, to be known as Section One (1), Seneca Ridge, Lots 1 through 4 and Lots 138 through 146, all in accordance with the attached Record Plat of Section One (1), Seneca Ridge, dated November 1982, prepared by Johnson, Mirmiran & Thompson,

which is attached hereto and made a part hereof and incorporated herein by reference; and

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, receipt of which is hereby acknowledge, the party of the first part does hereby grant and convey unto The Board of Supervisors of Loudoun County, Virginia, party of the second part (the "County"), the storm drainage and flood plain easements as hereafter set forth in the respective locations shown on the said plat attached hereto and incorporated herein by reference. Notwithstanding the grant of these easements to the party of the second part, it is understood and agreed that the responsibility for the maintenance of this easement shall rest solely with the individual lot owners of the lots or parcels over which such easements traverse, and the party of the second part shall have no responsibility for such maintenance.

The storm drainage easements herein created shall be for the purpose of constructing, operating, maintaining, adding to, or altering present or future storm water lines or other drainage structures, plus necessary inlet structures and appurtenances for the collection of storm sewage and its transmission through and across the said property of the part of the first part, within the bounds of the storm drainage easement, being more particularly bounded and described on the plat attached hereto and made a part hereof, subject to the following conditions:

(1) All manholes, inlet structures, and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the County, its successors and assigns.

(2) The County and its agents shall have full and free use of the said easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way including the right of access to and from the right-of-way, where necessary, provided, however, that this right shall be exercised only during periods of actual construction or maintenance, and, further, this right shall not be construed to allow the County to erect any buildings or structure of a permanent nature on such adjoining land.

(3) The County shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, and other obstructions or facilities in the easements being conveyed, which interfere with the proper and efficient construction, operation, and maintenance



of said sewers; provided, however, that the County, at its own expense, shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of fences and shrubbery, and the reseeded or resodding of lawns or pasture areas, but not the replacement of structures, trees and other obstructions.

(4) The party of the first part, and its successors in interest, reserve the right to construct and maintain roadways over said easements and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the County for the purposes named; provided, however, that the party of the first part shall not erect any building or other structure, excepting a fence, on the easement without obtaining the prior written approval of the County.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part grants and conveys unto The Loudoun County Sanitation Authority, its successors and assigns, the sanitary sewer and water line easement(s) and right(s)-of-way and sanitary sewer easements, all as shown or noted on the attached plat for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future sanitary sewer and water lines, including appurtenant facilities, together with the rights and privileges reasonably necessary to the exercise of the easement and right-of-way. All sanitary sewer and water lines and appurtenant facilities which are installed in said easements and rights-of-way shall be or become (when accepted) and remain, the property of the Authority, its successors and assigns.

The grants herein made are subject to conditions, restrictive covenants, agreements, rights-of-way, and easements contained in the Deeds forming the chain of title to this property.

THIS DEED OF DEDICATION AND SUBDIVISION AND DEED OF EASEMENT, is made in accordance with the free consent and desire of the party of the first part, sole owner and proprietor of the land embraced within the bounds of said dedication.

WITNESS the following signatures and seals:



THIS DEED, made this 3<sup>rd</sup> day of June, 1983, by and between SENECA RIDGE DEVELOPMENT CORPORATION, a Virginia corporation, hereinafter referred to as GRANTOR; and SENECA RIDGE HOMEOWNERS ASSOCIATION, INC., a Virginia Non-Stock Corporation, hereinafter referred to as GRANTEE;

W I T N E S S E T H :

THAT WHEREAS, Grantor, by virtue of that certain deed of bargain and sale dated 23 December 1982, from Facinata Enterprise Limited Partnership, recorded in the Office of the Clerk of the Circuit Court for Loudoun County in Deed Book 819, at Page 14, is the owner of certain lands located in Broad Run Magisterial District, Loudoun County, Virginia, and in particular, is the owner of all of Section 1, Seneca Ridge Subdivision, including lots and common areas designated on Record Plat recorded in the aforesaid Clerk's Office in Deed Book 819, at Page 14, with plat attached; and

WHEREAS, by that certain Deed of Dedication, Subdivision and Deed of Easement recorded in Deed Book 819, at Page 14, Section 1 of Seneca Ridge Subdivision was divided and dedicated into Lots 1 through 4, and Lots 138 through 146, plus a common area designated as Parcel A; and

WHEREAS, by Declaration of Covenants and Restrictions dated 19 May 1983, and recorded in Deed Book 825, at Page 313, Seneca Ridge Development Corporation, as Declarant therein, did subject all of Section 1, Seneca Ridge Subdivision, including all lots and Part A to certain terms, covenants and restrictions, all as more fully set forth in that Declaration \_\_\_\_\_.

WHEREAS, the Declarant has formed Seneca Ridge Homeowners Association, Inc., as a Non-Profit Corporation without capital stock under the general laws of the Commonwealth of Virginia; and

WHEREAS, the Declarant is desirous of conveying over unto Seneca Ridge Homeowners Association, Inc., the Grantee herein, all that certain tract or parcel of land designated as Parcel A, containing 1.8564 acres, and as more fully set forth on the Plat of Subdivision of Section 1, Seneca Ridge Subdivision, as recorded in Deed Book 819, at Page 14, to be administered by the Grantee pursuant to the terms and conditions of the Declaration of Covenants and Restrictions recorded in Deed Book 825, at Page 313, the Articles of Incorporation of Seneca Ridge Homeowners Association, Inc., and its By-Laws.

