

**ARTICLES OF INCORPORATION OF THE
OAK PARK CIVIC ASSOCIATION, INC.**

THE OAK PARK CIVIC ASSOCIATION, INC.

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OF
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ARTICLE I

NAME

The name of the corporation is Oak Park Civic Association, Inc., hereinafter called the "Association".

ARTICLE II

PURPOSES

The Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for the management, maintenance and care of certain real estate within the residential development known as "Oak Park" located or to be located in Chesterfield County, Virginia, as more particularly described in the Declaration of Covenants, Restrictions, Rights, Affirmative Obligations and Conditions dated for identification purposes as of June 4, 2001 made by Gray Land and Development Company, LLC, a Virginia limited liability company, recorded or to be recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia (as the same may be amended or supplemented from time to time, the "Declaration"), and to provide a means whereby the Owners, acting together, may provide for the management, maintenance, care and operation of the Common Areas and for this purpose to: (a) enforce the Declaration and the other Project Documents and exercise all of the powers and privileges and perform all of the duties and obligations of the Association thereunder; (b) fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the Declaration and any Supplemental Declaration and the Bylaws of the Association; (c) pay all expenses of the Association; (d) subject to the Declaration and the Bylaws, acquire, 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; and (e) have and exercise any and all powers, rights and privileges which a corporation organized under the Nonstock Corporation Act of the Commonwealth of Virginia may by law now or hereafter have or exercise.

ARTICLE III

DEFINITIONS

Except as expressly defined herein, all capitalized terms used herein shall have the respective meanings set forth in the Declaration. Without limiting the generality of the foregoing, the term "Period of Declarant Control" shall mean the period of time until the Class B membership in the Association terminates as provided in Section 4.2 of these Articles.

ARTICLE IV

MEMBERSHIP

Section 4.1 Owners to be Members. Every Owner of a Lot subject to the Declaration shall be a Member of the Association. Membership shall not be separated from ownership of any Lot. Upon the closing of the sale of a Lot, the membership of the selling Owner shall cease and the purchasing Owner shall become a Member of the Association.

Section 4.2 Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners including Declarant.

Class B. The Class B Member shall be Declarant. The Class B membership shall terminate on the earliest to occur of the following:

(i) the date on which Declarant conveys to other Owners (other than a successor Declarant) sixty (60) Lots; or

(ii) the date on which Declarant executes and records in the Clerk's Office a Supplemental Declaration terminating the Class B membership; or

(iii) eight (8) years after the date of recordation of the Declaration.

*terminated
June 2009*

ARTICLE V

VOTING RIGHTS

Section 5.1 Class A Votes. Class A Members shall be all Owners including Declarant. Class A Members shall be entitled to cast one vote for each Lot owned.

Section 5.2 Class B Vote. The Class B Member shall have one vote (as a Class B Member) which Declarant shall be entitled to cast; accordingly, any requirement in the Project

Documents or elsewhere for a certain percentage of each class of Members shall mean the one vote when applied to the Class B Membership.

Section 5.3 Suspension of Voting Rights. The Board of Directors of the Association may suspend the voting rights of any Member subject to assessment under the Declaration during the period when any such assessment shall remain delinquent, but upon payment of such assessment the voting rights of such Member shall automatically be restored.

ARTICLE VI

BOARD OF DIRECTORS

Section 6.1 Number and Classes of Directors. The number of directors shall be three. There shall be two classes of directors during the Period of Declarant Control. The Class A Directors shall be elected at large by the Class A Members (excluding Declarant during the Period of Declarant Control but including Declarant thereafter), and the Class B Directors shall be appointed by the Class B Member. During the Period of Declarant Control, a majority of the directors shall be Class B Directors, and the remaining director shall be a Class A Director. One Class A Director shall be elected at the first annual meeting following the date on which Declarant conveys to other Owners (other than a successor Declarant or Builders) twenty-five (25) Lots. After the Period of Declarant Control ends, there shall be only one class of directors, all of whom shall be elected by the Class A Members except that, so long as Declarant owns any Lot subject to the Declaration, Declarant may appoint one of the directors. Directors need not be Owners or residents within the Properties.

Section 6.2 Declarant's Right to Appoint and Remove Directors. Declarant shall have the right to appoint or remove all Class B Directors during the Period of Declarant Control.

Section 6.3 Election of Class A Directors. Except as provided in the next to last sentence of Section 6.1, each Class A Director shall be elected by a vote of the Class A Members (excluding Declarant during the Period of Declarant Control).

Section 6.4 Removal of Directors Elected by Class A Members. At any regular or special Duly Called Meeting of the Association where the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of one or more directors elected by the Class A Members, director(s) elected by the Class A Members may be removed, with or without cause, by a majority of the votes entitled to be cast by the Class A Members (excluding Declarant during the Period of Declarant Control but including Declarant thereafter); provided however, that any director appointed by Declarant pursuant to the next to last sentence of Section 6.1 hereof may only be removed by Declarant.

Section 6.5 Vacancies. Except with respect to the Class B Directors and any director appointed by Declarant pursuant to the next to last sentence of Section 6.1 hereof, vacancies in the Board of Directors occurring for any reason other than the removal of a director by vote of the Class A Members, shall be filled by a vote of the majority of the remaining directors, even

though less than a quorum, at any meeting of the Board of Directors or, in the absence of any remaining directors, vacancies may be filled by the Declarant; provided however, that if during the Period of Declarant Control a vacancy shall occur as to the Class A Director, the remaining directors (or, if none, Declarant) shall call a special meeting of the Association as soon as practical thereafter in order to elect a new Class A Director. Each person so elected shall serve the unexpired portion of the term of the director being replaced. Declarant shall fill all vacancies of Class B Directors and of any director which it appoints pursuant to the next to last sentence of Section 6.1 hereof.

Section 6.6 Disqualification for Contracts with Declarant. Any director shall not be required to disqualify himself or herself upon any vote upon any management contract or other contract or lease or matter between Declarant (or any individual, trust, partnership, corporation or other entity having an affiliation with Declarant) and the Association.

ARTICLE VII

LIMIT ON LIABILITY AND INDEMNIFICATION

Section 7.1 Limit on Liability. In every instance in which the Virginia Nonstock Corporation Act or other applicable law, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation, the directors and officers of this Association shall not be liable to the Association or its Members.

Section 7.2 Mandatory Indemnification. The Association shall indemnify any individual who is, was or is threatened to be made a party to a civil, criminal, administrative, investigative or other proceeding (including a proceeding by or in the right of the Association or by or behalf of its Members) because such individual is or was a director or officer of the Association, or of any other legal entity controlled by the Association, against all liabilities and reasonable expenses incurred by him or her on account of the proceeding, except such liabilities and expenses as are incurred because of his or her willful misconduct or knowing violation of the criminal law. Unless a determination has been made that indemnification is not permissible, the Association shall make advances and reimbursement for expenses incurred by any of the persons named above upon receipt of an undertaking from him or her to repay the same if it is ultimately determined that such individual is not entitled to indemnification. The Association is authorized to contract in advance to indemnify any of the persons named above to the extent it is required to indemnify them pursuant to this Section.

Section 7.3 Miscellaneous. The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Indemnification pursuant to this Article shall not be exclusive of any other rights of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Association and indemnification under policies of insurance purchased and maintained by the Association or others. However, no

person shall be entitled to indemnification by the Association to the extent he or she is indemnified by another, including an insurer.

ARTICLE VIII

DISSOLUTION

If and when the Association is dissolved, all of the assets of the Association shall be transferred to another nonprofit homeowner's association or governmental agency having a similar purpose.

ARTICLE IX

AMENDMENT

Subject to Sections 2.2 and 2.3 and 9.4 of the Declaration and, to the extent it is applicable, Section 7.3 of the Bylaws, these Articles of Incorporation may be amended (i) during the Period of Declarant Control by the Board of Directors only with the approval of the Class B Member and (ii) after the Period of Declarant Control by the vote of 66-2/3% of the Class A votes (including Declarant as to Class A votes held by Declarant) cast in person or by proxy at a Duly Called Meeting.

ARTICLE X

REGISTERED OFFICE AND AGENT

The name of the registered agent is Russell T. Aaronson, III, who is a resident of Virginia and a member of the Virginia State Bar. The post office and street address of the registered office, which is located in the City of Richmond, Virginia is c/o McGuireWoods LLP, One James Center, 901 East Cary Street, Richmond, Virginia 23219.

ARTICLE XI

INITIAL DIRECTORS


The initial directors and their respective addresses are:

Charles W. Ewing, II
GrayCo, Inc.
5004 Monument Avenue,
Suite 200
Richmond, VA 23230

Horace A. Gray, III
GrayCo, Inc.
5004 Monument Avenue,
Suite 200
Richmond, VA 23230

Paul H. Sheehy
GrayCo, Inc.
5004 Monument Avenue,
Suite 200
Richmond, VA 23230

Dated June 11, 2001



W. Allen Ames, Incorporator