

**ARTICLES OF AMENDMENT
AND RESTATEMENT OF
ARTICLES OF INCORPORATION
FOR
STONE RIDGE ASSOCIATION, INC.**

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In compliance with the requirements of Chapter 10 of Title 13.1 of the Code of Virginia, as amended, Articles of Incorporation for the above-named corporation were filed in or around August 2001 with the State Corporation Commission of Virginia, for the purpose of forming a non-stock, non-profit corporation pursuant to the general laws of Virginia. Pursuant to notice given to the Members of the corporation in accordance with §13.1-842 of the Virginia Non-Stock Corporation Act, Code of Virginia, as amended, the Board of Directors of the corporation recommended an amendment and restatement of the Articles of Incorporation to be consistent with the proposed Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stone Ridge Association, Inc. A meeting on such matter was held on May 8, 200_8 at which a quorum of the membership of the corporation was present in person or by proxy and this Amendment and Restatement of Articles of Incorporation for Stone Ridge Association, Inc., was approved by at least 75% of the members of the corporation, in accordance with Title 13.1 of the Code of Virginia as amended and Article X of the originally filed Articles of Incorporation for said corporation. The text of each amended provision of the Articles of Incorporation is contained herein in these Articles of Amendment and Restatement of Articles of Incorporation for Stone Ridge Association, Inc.

ARTICLE I

NAME OF CORPORATION

The name of the corporation is Stone Ridge Association, Inc., a Virginia non-stock corporation (the "Association"). The Association shall be a community association, as that term is defined in the Virginia Nonstock Corporation Act.

ARTICLE II

REGISTERED OFFICE

The initial registered office of the Association is 5252 Lyngate Court, Burke (Fairfax County), Virginia 22015.

ARTICLE III

REGISTERED AGENT

Patricia McQuillen, who is a resident of Virginia, a member of the Virginia State Bar, and whose business address is 5252 Lyngate Court, Burke (Fairfax County), Virginia 22015

(being the same address as the registered office) is hereby appointed the initial registered agent of this Association.

ARTICLE IV

POWERS AND PURPOSES

Capitalized and defined terms not defined herein shall have the meaning ascribed to them by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stone Ridge (the "Declaration"). Said Declaration is incorporated herein as if set forth at length and made a part hereof. In addition to the Declaration and these Articles of Amendment and Restatement of Articles of Incorporation, the Association is governed by the Bylaws and various documents for any sub-associations (the various Articles of Incorporation, Bylaws, as well as any protective covenants and/or Declarations) ("Association Documents"), shall be construed together and deemed to incorporate one another where necessary and appropriate.

This Association does not contemplate pecuniary gain or profit, direct or indirect, to the members thereof, and the specific purposes for which it is formed are to provide for or assure maintenance, preservation and architectural control (except as to lots, common area or other property subject to the architectural control of one or more of the various sub-associations) of the Lots and Common Area within the Property known or to be known as "Stone Ridge", County of Loudoun, Virginia (the "Property"), and any additions thereto as may hereafter be brought within the jurisdiction of this Association. For this purpose, the Association shall have the power and authority to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the Property and recorded or to be recorded among the land records of the County of Loudoun, Virginia, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length and made a part thereof;

(b) Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith, including all office expenses, licenses, taxes or governmental charges levied or imposed against the property of the Association and all other expenses incident to the conduct of the business 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 incurred;

(d) Promote and provide for the health, safety, convenience, comfort and general welfare of the Owners of the Lots and the occupants of the Property;

(e) Exercise all other rights and powers and perform all duties and obligations of the Association as set forth in the Association Documents; and

(f) Have and exercise any and all powers, rights and privileges now or hereafter conferred by law on Virginia non-stock corporations as may be necessary or desirable to accomplish the purposes set forth above.

ARTICLE V

NO CAPITAL STOCK

This Association is not authorized to issue any capital stock and shall not be operated for profit. The Association does not anticipate distributing dividends, gains or profits to its Members. No Member shall have any personal liability for the debts or obligations of the Association. No part of the net earnings of the Association shall inure (other than by providing management, maintenance and care of the Common Areas and other real estate an other than by a rebate of excess membership dues, fees and assessments) to the benefit of any private individual.

ARTICLE VI

MEMBERSHIP AND VOTING

Section 6.1 Membership in the Association. Every Owner shall be a Member of the Association. With the exception of the Declarant, no Owner, whether one or more persons or entities, shall have more than one (1) membership for each Lot owned. However, all Owners shall be subject to the Governing Documents. Membership in the Association is mandatory and shall be appurtenant to and may not be severed from ownership of any Lot. Upon acquiring title to a Lot, each new Owner shall immediately give written notice to the Secretary of the Association stating the name and address of such new Owner and the number or address of the Lot. If the new Owner fails to give the Secretary of the Association such notice within thirty (30) days after acquiring title to such Lot, then reasonable record-keeping costs incurred by the Association may be assessed against the Owner and collected in the same manner as Assessments. Membership rights and obligations are more fully described in the Bylaws.

Section 6.2 Voting Rights. The Association shall have four (4) classes of voting membership, Class A, Class B, Class C and Class D. The Sub-Associations shall have such classes of Owners and voting rights as shall be set forth herein and in the Articles of Incorporation and Bylaws for the Residential Association and in the Business Covenants and the Articles of Incorporation and Bylaws for the Business Association.

(a) Class A. Except to the extent designated as another voting class, every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Residential Lot shall be a Class A Member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, including without limitation, any Mortgagee, who holds such interest solely as security for the performance of an obligation shall not be a Class A Member solely on account of such interest. Ownership of a Residential Lot shall entitle each Owner holding the interest required for Class A membership to cast one (1) vote; provided, however, that if more than one (1) person or entity are the Owners of a Residential Lot, the vote for such

Residential Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association, but in no event shall more than one (1) vote be cast with respect to any Residential Lot owned by a Class A Member. Any Owner that leases a Residential Lot may, in the lease or other written instrument, assign the voting right appurtenant to such Residential Lot to the Owner's lessee, provided that a copy of such instrument is furnished to the Association. Notwithstanding anything in the Governing Documents to the contrary, the Declarant shall be a Class A Member with respect to any Residential Lot owned by the Declarant and occupied for residential purposes.

(b) Class B. The Class B Members shall be the Owners of Multi-Family Rental Lots; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, including without limitation, any Mortgagee, who holds such interest solely as security for the performance of an obligation shall not be a Class B Member solely on account of such interest. Ownership of a Multi-Family Rental Lot shall entitle each Owner holding the interest required for Class B membership to cast one (1) vote for each one (1) dwelling unit located on such Lot for which a certificate of occupancy or similar permit has been issued by the appropriate government agency; provided, however, that if more than one (1) person or entity are the Owners of a Multi-Family Rental Lot, the single vote for such Multi-Family Rental Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association. Notwithstanding anything in the Governing Documents to the contrary, the Declarant shall be a Class B Member with respect to any Multi-Family Rental Lot owned by the Declarant for which a certificate of occupancy or similar permit has been issued by the appropriate government agency. If a Multi-Family Rental Lot is converted to a residential condominium after such Lot has been subjected to this Declaration, the Membership status of the owners of units within the residential condominium shall upon the recordation of such residential condominium be converted to Class A.

(c) Class C. The Class C Members shall be the Owners of Non-Residential Lots (to include, but not be limited to, office, industrial and retail Lots but not including Owners of Multi-Family Rental Lots); provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, including without limitation, any Mortgagee, who holds such interest solely as security for the performance of an obligation shall not be a Class C Member solely on account of such interest. Ownership of a Non-Residential Lot shall entitle each Owner or group of Owners holding the interest required for Class C membership to cast one (1) vote for each Non-Residential Lot for which a certificate of occupancy or similar permit has been issued by the appropriate government agency. Notwithstanding anything in the Governing Documents to the contrary, the Declarant shall be a Class C Member with respect to any Non-Residential Lot owned by the Declarant.

(d) Class D. The Class D Members shall be the Declarant, its nominee or nominees, and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who shall obtain any Class D membership by specific assignment in writing from the Declarant; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, including without limitation, any Mortgagee, who holds such interest solely as security for the performance of an obligation shall not be a Class D Member solely on account of such interest. The Class D Members shall be entitled to one and one-half (1.5) votes for each Class D

membership. The Class D memberships shall initially equal the total Class A memberships and shall be increased by one (1) membership for each Class A membership that is created as a result of the annexation of Residential Lots to the Association. Each Class D membership shall lapse and become a nullity on the first to happen of the following events:

(1) The date on which the Declarant's Rights and Obligations Period expires as provided in Appendix Two of the Declaration; or

(2) The later of (A) twenty (20) years after the recordation of this Declaration, or (B) five (5) years after the last filing of a Declaration of Annexation; provided, however, that if the Declarant is delayed in the improvement and development of the Community on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid period shall be extended by a period of time equal to the length of the delays or an additional five (5) years, whichever is less; or

(3) When all remaining Class D memberships are relinquished expressly and in writing by the Class D Member(s).

(e) Upon the lapse or surrender of any Class D memberships as provided for in this Article, the Declarant shall thereafter remain a Class A Member of the Association as to each and every Residential Lot in which the Declarant then holds the interest otherwise required for such membership. The Declarant shall continue to retain all other rights reserved to the Declarant in the Governing Documents, notwithstanding the lapse or surrender of the Class D Memberships.

(f) Assignment of Voting Rights. Any member may assign such member's voting rights, as such voting rights relate to a particular Lot owned by such member, to a lessee of such Lot; provided, however, that such assignment is contained in the lease or other written instrument and such instrument is filed with the Secretary. The assignment shall automatically expire upon the termination or expiration of the lease.

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

Section 6.3 Required Vote. A Majority of the Members of the Association (as such term is defined in the Declaration) shall approve of any matter voted upon, except that; (1) at least a seventy-five percent (75%) Vote of the members shall be necessary to adopt any amendment of these Articles or to dissolve the Association; (2) the vote required to approve any amendment to these Articles or the Bylaws which would impair the rights of the Declarant under the Association Documents or to dissolve the Association must include the affirmative vote of the Class D member; and (3) directors shall be elected in accordance with Article VII below. Voting shall not be conducted by class. The Association is also bound by any voting requirements and restrictions set forth in the Declaration and shall not take any action in violation thereof.

ARTICLE VII

BOARD OF DIRECTORS

Section 7.1 Election of Directors and Term of Office.

(a) Declarant-Controlled Board of Directors. The initial Board of Directors shall consist of three (3) persons appointed by the Declarant. Thereafter and during the Declarant Rights and Obligations Period (described in Appendix Two to the Declarant), the Declarant may increase the numbers of directors in its sole discretion, either with Declarant-appointed directors or directors elected by the membership or both. The number of directors may be increased to not more than nine (9) directors pursuant to these Articles of Incorporation and the Bylaws. Except for those directors to be elected as provided in this section, all directors shall be appointed by the Class D member who shall appoint, remove and replace all such directors at will, and designate the terms thereof, until the meeting described in Subsection 7.1(b) of this Article. Thereafter, the terms the directors shall serve shall be as provided in Subsection 7.1(b) of this Article.

Subject to the above, the Board of Directors shall be expanded as follows:

(1) The Class D member may expand the Board of Directors by appointing up to two (2) directors in addition to the three (3) initial directors or replacements thereof at any time from the creation of the Association until the meeting described in Subsection 7.1(b).

(2) At the first annual meeting following the issuance of a certificate of occupancy or similar permit by the appropriate governmental agency for dwelling units located on at least Five Hundred (500) Residential Lots, but in any event not later than the second annual meeting of the Association, the Board of Directors shall be expanded to include one additional director which must be a Class A, B or C Member.

(3) At the first annual meeting following the issuance of a certificate of occupancy or similar permit by the appropriate governmental agency for dwelling units located on at least One Thousand (1,000) Residential Lots, but in any event not later than the fourth annual meeting of the Association, the Board of Directors shall be expanded to include a second additional director which must be a Class A, B or C Member.

(4) At the first annual meeting following the issuance of a certificate of occupancy or similar permit by the appropriate governmental agency for dwelling units located on at least One Thousand Five Hundred (1,500) Residential Lots, but in any event not later than the sixth annual meeting of the Association, the Board of Directors shall be expanded to include a third additional director which must be a Class A, B or C Member.

(b) Owner-Controlled Board of Directors. At the first annual meeting of the Association following the end of the Declarant Rights and Obligations Period or at any special meeting called by the Class D member to transfer control of the Board of Directors to the Class A, B, and C members. The Class A, B and C members shall elect the Board of Directors pursuant to the procedures outlined in the Bylaws. At that time, the number of directors may be

increased, if not already increased, provided that the number of directors is an odd number not to exceed nine (9). The terms of the directors elected by the members shall be staggered so that one-third, or a fraction as near to one-third as possible, shall expire at each annual meeting. The persons elected shall serve for the remainder of the terms of office of the directors who such persons replace, or the terms of office shall be determined so that the term of office or one-third (or a fraction as near to one-third as possible) of the directors shall expire at the first three annual meetings after the above-described meeting. The terms shall be dictated by the staggering requirements.

The directors receiving the greatest vote shall be elected for the longest available terms. All successor directors shall be elected to serve for staggered terms of three years unless elected to fill a vacancy in which case such director shall serve as provided herein. Except for death, resignation or removal, the directors shall hold office until their respective successors shall have been elected.

Section 7.2 Qualifications. No person shall be eligible for election as a member of the Board of Directors unless such person is an Owner, an Owner's spouse, an officer, trustee, general partner or agent of an Owner, the Declarant (or a designee of the Declarant) or a Mortgagee in possession (or a designee of a Mortgagee in possession). No Owner or representative a such 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.

Section 7.3 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, and 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 powers and duties of the Board of Directors are as contained in the Bylaws except to the extent such powers and duties may be limited in the Declaration. The Bylaws may be amended solely in accordance with Article 12 of the Bylaws.

Section 7.4 Removal or Resignation of Directors. Except with respect to initial directors, directors appointed by the Class D member 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 a majority of the members of the Association and a successor may then and there be elected by the members to fill the vacancy thus created.

Any director whose removal has been proposed by the members shall be given at least ten 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 members of such meeting shall state that one of the purposes of the meeting is to remove such director. The Class D member may remove and replace any initial director or any director appointed by the Class D member or a replacement thereof at will, pursuant to Article VII hereof. A director may resign at any time 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 an initial director, any director appointed by the Class D member or replacement thereof, 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 not in attendance at three consecutive regular meetings of the Board, if the minutes reflect the Board's decision to remove the director for such absences.

Section 7.5 Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a director by the members, or the Class D member, as applicable, 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. A vacancy caused by removal of a director by the members shall be filled by a vote of the members and shall serve the remainder of the term of the director being replaced. The Class D member shall designate the successor to an initial director or any director appointed by the Class D member. The term of the replacement directors shall expire so that the staggered terms shall remain unaffected.

ARTICLE VIII

LIMIT ON LIABILITY AND INDEMNIFICATION

Section 8.1 Limit on Liability. In every instance in which the Virginia Nonstock Corporation Act, 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 to the corporation or its Members, the Directors and Officers of the Association shall not be liable to the Association or its Members.

Section 8.2 Indemnification of Directors and Officers. 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 on behalf of its Members) because such individual is or was a Director or Officer of the Association, or is a fiduciary of an employee benefit plan established at the direction of 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. Before any indemnification is paid, a determination shall be made that indemnification is permissible in the circumstances because the person seeking indemnification has met the standard of conduct set forth above. Such determination shall be made in the manner provided by Virginia law for determining that indemnification of a director is permissible, provided, however, that if a majority of the Directors of the Association has changed after the date of the alleged conduct giving rise to a claim for indemnification, the determination that indemnification is permissible shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board of Directors and such person. 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 termination of a proceeding -by judgment, order, settlement, conviction, or upon a plea of nolo

contendere or its equivalent shall not of itself create a presumption that a Director or Officer acted in such a manner as to make such Director or Officer ineligible for 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 8.3 Indemnification of Others. The Association may, to a lesser extent or to the same extent that it is required to provide indemnification and make advances and reimbursements 'for expenses to its Directors and Officers pursuant to Section 8.2 herein, provide indemnification and make advances and reimbursements for expenses to its employees and agents, the directors, officers, employees and agents of its subsidiaries and predecessor entities, and any Person serving any other legal entity in any capacity at the request of the Association, and may contract in advance to do so. The determination that indemnification under this Section is permissible, the authorization of such indemnification and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time by general or specific action of the Board of Directors, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law. No person's rights under Section 8.2 herein, shall be limited by the provisions of this Section.

Section 8.4 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 right 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 IX

DISSOLUTION

The Association shall exist in perpetuity unless dissolved.


Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be granted, conveyed and assigned to another nonprofit corporation, association, trust or other organization or governmental agency devoted to purposes similar to those for which the Association was created; provided, however, that if a site plan is approved for the Property, or any portion thereof containing Common Area, which changes the design, layout or use of the Property in such a manner that the Common Area is no longer necessary to the new design, layout or use, then such Common Area and other associated assets of the Association may be distributed as agreed upon by Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes-of the Owners. The Association shall take no action to dissolve the Association except in accordance with the Declaration.


ARTICLE X
AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the total number of votes (including Declarant as to votes held by Declarant) cast in person or by proxy at a duly called meeting (and, if during the Declarant Control Period) with the approval of the Declarant.

IN WITNESS WHEREOF, for the purpose of amending and restating the Articles of Incorporation of this Corporation, under the laws of the Commonwealth of Virginia, the undersigned, President and Secretary of this Association, hereby execute these Articles of Amendment and Restatement of Articles of Incorporation this 12 day of May, 2008.

ATTEST:


Secretary


President

Date:

May 12, 2008

Date:

May 12, 2008