

AMENDED AND RESTATED ARTICLES OF INCORPORATION

FOR

BARRISTER'S KEEPE HOMEOWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

Article Number	Section Number	Page Number
1	NAME	1
2	INTERPRETIVE PROVISIONS	1
	2.1. Definitions	1
	2.2. Construction of Association Documents	5
3	PURPOSES AND LIMITATIONS	6
4	MEMBERSHIP AND VOTING	6
	4.1. Membership	6
	4.2. Classes of Owners; Voting Rights	7
	4.3. Required Vote	7
	4.4. Cumulative Voting	7
5	BOARD OF DIRECTORS	7
	5.1. Initial Directors	7
	5.2. Election of Directors and Term of Office	8
	5.3. Qualifications; Election Procedures.	9
	5.4. Action by Board of Directors	10
	5.5. Removal or Resignation of Directors	10
	5.6. Vacancies	10
6	INITIAL REGISTERED OFFICE AND AGENT	11
7	AMENDMENT	11
8	DISSOLUTION	11

AMENDED AND RESTATED ARTICLES OF INCORPORATION
FOR
BARRISTER'S KEEPE HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

NAME

The name of this corporation is Barrister's Keepe Homeowners Association, Inc. which is hereby incorporated as a nonstock corporation pursuant to Chapter 10 of Title 13.1 of the Code of Virginia (1950), as amended ("Act").

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 respective meanings specified below for such terms.

(a) "Articles of Incorporation" means the Articles of Incorporation for the Association filed with the Virginia State Corporation Commission, as amended from time to time.

(b) "Assessments" means the sums levied against the Lots to pay Common Expenses as provided in Article 6 of the Declaration. Assessments include Annual Assessments, Additional Assessments, Individual Assessments and Special Assessments (Assessments levied pursuant to Section 55-514 of the Virginia Property Owners' Association Act, Chapter 26 of Title 55 of the Code of Virginia (1950), as amended).

(c) "Association" means Barrister's Keepe Homeowners Association, Inc. and, with respect to the rights and obligations of the Association set forth in the Declaration, its successors and assigns.

(d) "Association Documents" means collectively these Articles of Incorporation, the Declaration 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.

(e) "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.

(f) "Bylaws" means the Bylaws of the Association, as amended from time to time.

(g) "Common Area" means, at any given time, all of the Property then owned or leased by the Association and available to the Association for the common benefit, use and enjoyment of the Owners. "Reserved Common Area" means a portion of the Common Area for which the Board of Directors has granted a revocable license for exclusive use pursuant to Section 3.8 of the Declaration.

(h) "Common Expenses" means all expenses made or 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. Except when the context clearly requires otherwise, any reference to Common Expenses includes Limited Common Expenses. "Limited Common Expenses" means expenses incurred by the Association which benefit one or more but fewer than all of the Owners and assessed against the Lots benefitted pursuant to Section 6.2(a)(2) of the Declaration.

(i) "Covenants Committee" means the committee that may be established pursuant to Article 9 of the Declaration to assure that the Property will be maintained in a manner consistent with the purposes and intents of the Declaration.

(j) "Declarant" means Van Metre at Pickett Road Limited Partnership, a Delaware limited partnership. Following the recordation of an instrument assigning to another Person all or some of the rights reserved to the Declarant under the Association Documents, pursuant to Section 5.2 of the Declaration, the term "Declarant" shall mean or include that assignee.

(k) "Declarant Control Period" means the period of time beginning on the date that the Declaration is recorded and ending on the earliest of: (i) the seventh 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 years, whichever period of time is less; (ii) the date the number of votes of the Class A Owners equals the number of votes of the Class B Owner; (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.

(l) "Declaration" means the Declaration for Barrister's Keefe made by the Declarant and recorded among the Land Records. The term "Declaration" shall include all amendments thereto.

(m) "Development Plan" means the general development plan for the Property, dated November 23, 1994 with a final revision dated June 19, 1995, and site plan for the Property, each as approved by the City of Fairfax, Virginia, as amended from time to time. "Proffers" means the proffers applicable to the Property as approved by the City of Fairfax, Virginia pursuant to Ordinance No. 1995-18 and as amended from time to time. Although the Declarant intends to develop the Property substantially in accordance with the Development Plan and the Proffers, the Declarant reserves the right to modify the Development Plan and the Proffers subject to the requirements, procedures and approval of the City of Fairfax, Virginia.

(n) "Development Period" means the period of time that the Declarant is engaged in development or sales of the Property or activities related 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 the Declaration. When all the Submitted Land has been conveyed to Owners other than the Declarant and all bonds held by a governmental agency with respect to the Property have been released, then the Development Period shall end.

(o) "Land Records" means the land records of Fairfax County, Virginia.

(p) "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 the land designated as Common Area and owned by the Association or dedicated for public purposes), together with any improvements now or hereafter appurtenant thereto.

(q) "Majority Vote" means a simple majority (more than fifty percent) 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 total 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 total number of votes entitled to be cast by directors (or committee members) present at a duly held meeting of the Board of Directors (or

committee) at which a quorum is present. Any vote of or approval by a specified percentage of the Mortgagees means a vote or approval (whether actual or presumed) of that percentage with respect to the total number of votes or approvals entitled to be cast by the Mortgagees based on one vote (1) for each Lot on which a Mortgage is held by a Mortgagee.

(r) "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 and has requested all rights under the Association Documents in writing pursuant to Section 13.2 of the Declaration. Only for purposes of the notice and inspection rights in Articles 13, 14 and 15 of the Declaration, the term "Mortgagee" shall also include the Federal Housing Administration (FHA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the Department of Veterans Affairs (VA), the Government National Mortgage Association (GNMA) and any other public or private secondary mortgage market agency participating in purchasing, guarantying or insuring Mortgages which has notified the Board of Directors of such participation in writing ("Secondary Mortgage Market Agency"). Where the approval of Mortgagees or Secondary Mortgage Market Agencies is required, such approval means: (i) written approval; (ii) any written waiver of approval rights; (iii) a formal letter stating no objection; or (iv) presumptive approval (as set forth in Section 14.4 of the Declaration).

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

(t) "Owner" means one or more Persons who own a Lot in fee simple but does not mean a 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.

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

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

(w) "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.

(x) "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 (including Lots and Common Area).

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

Section 2.2. Construction of Association Documents.

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

(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 shall control, except as to matters of compliance with the Act, in which case the Articles of Incorporation shall control. Particular provisions shall control general provisions, except that a construction consistent with the Act shall in all cases control over any construction inconsistent therewith. 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. Nothing shall prohibit the Association from reimbursing its directors and Officers for services performed or 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 and Assessments in accordance with the provisions of the Bylaws and Declaration;

(5) exercise all other powers and perform all duties and obligations of the Association as set forth in the Association Documents; 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.

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 Persons who constitute Owners of the Lots. Membership may not be separated from ownership of a Lot. If more than one Person owns a Lot, then all of the Persons who own such Lot shall collectively constitute only one Owner and be only 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 of Lots other than the Declarant. A Class A Owner shall have one (1) vote for each Lot owned.

The Class B Owner shall be the Declarant. During the Declarant Control Period, the Class B Owner shall have eighty (80) votes [2 TIMES 40 planned dwellings] less the number of votes held by the Class A Owners when a vote is taken.

After the Declarant Control Period ends, the Declarant, as a Class B Owner, shall have one (1) vote per Lot owned by the Declarant. The Class B membership shall cease to exist at the end of the Development Period.

(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. As set forth in the original Articles of Incorporation, the three initial directors of the Association are Mike Kledzik, Todd Harff and Ken Ryan, each of whose business address is: 5252 Lyngate Court, Burke, Virginia 22015. 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; thereafter, the number of directors may be increased to not more than five directors pursuant to this Section 5.2 and Section 4.2 of the Bylaws. Except as provided in this section, all 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 the Class A Owners are entitled to elect a majority of the directors. The term of office of at least one but fewer than three of the directors elected by the Class B Owner at the first election of directors shall expire at the third annual meeting following their election; the term of office of at least one but fewer than three of the directors shall expire at the second annual meeting following their election; and the terms of office of at least one but fewer than three of the directors shall expire at the first annual meeting following their election. The actual number of directors whose terms of office expire at each of the three annual meetings described in the preceding sentence shall be one-third (or a whole number as near to one-third 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 as possible) of the total number of directors is elected each year.

(b) Owner-Controlled Board of Directors. At the first annual meeting of the Association following the end of the Declarant Control Period or at any special meeting called by the Declarant to transfer control of the Board of Directors, the number of directors shall be increased to five and all but two of the directors elected by the Class B Owner shall resign if necessary so that three of the five directors may be elected by all classes of Owners. During the Development Period, the Declarant, as the Class B Owner, shall have the right to elect, remove and replace two directors. After the Development Period ends, 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.

Persons elected shall serve for the remainder of the terms of the directors replaced or, if no resignation was required, for the terms of office necessary so that the terms of office of one-third (or a whole number as near to one-third as possible) of the total number of directors shall expire at each of the first three annual meetings after their election. The director receiving the greatest number of votes shall be elected for the longest available term. All successor directors shall be elected to serve for staggered terms of three years each unless elected to

fill a vacancy, in which case such director shall serve as provided in Section 5.6. hereof. 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. Qualifications; Election Procedures.

(a) Qualifications. No person shall be eligible for election as a director unless such person is an Owner, an Owner's spouse, an officer, trustee, general partner (or officer or partner of the 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). During the Development Period, at least two directors must be nominees of the Declarant. No Class A Owner or representative of such Owner shall be elected as a director or continue to serve as a director if such Owner is more than sixty 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) Nominations. Persons qualified to be directors may be nominated for election only by a nominating petition submitted to the Secretary at least twenty-five days before the meeting at which the election is to be held. The nominating petition must be signed by three other Owners and either signed by the nominee or accompanied by a document signed by the nominee indicating the willingness of the nominee to serve as a director; provided, however, that additional nominations may be made from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one Person has been nominated by petition. The nominee must either be present at the meeting and consent to the nomination or have indicated in writing the willingness to serve as a director.

(c) 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 shall 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 election of directors by ballot of the Owners at annual meetings and, where appropriate, special meetings.

(d) Declarant Control Period. Notwithstanding any other provision of this Section 5.3, 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 Owners entitled to cast a majority of the total number of votes entitled to elect such director 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 initial directors and 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 Class B Owner may remove and replace at will any initial director or any director elected solely by the Class B Owner pursuant to Section 5.2.

Section 5.6. Vacancies. Vacancies on the Board of Directors caused by any reason other than (1) the removal of a director by the Owners or (2) resignation or removal of an initial director or 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, pursuant to Sections 4.2 and 5.5 of these Articles, and the successor director shall serve the remainder of the term of the director being replaced. The Class B Owner shall designate the successor to an initial director or any director elected solely by the Class B Owner.

ARTICLE 6

INITIAL REGISTERED OFFICE AND AGENT

As set forth in the original Articles of Incorporation, the registered office of the Association is located in Fairfax County at 5252 Lyngate Court, Burke, Virginia 22015, at which office the registered agent of the Association is Mike Kledzik, 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 director of the corporation 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 Vote of the Owners, including a majority of the votes of the Class B Owner, if any. No amendment to these Articles may diminish or impair the rights of the Class B Owner without the prior written consent of the Class B Owner. The Association shall take no action to amend the Articles of Incorporation in violation of Section 14.4 of the Declaration.

ARTICLE 8

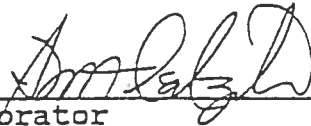
DISSOLUTION

The Association may be dissolved pursuant to a merger or consolidation if the resolution to merge or dissolve is adopted by at least a Sixty-Seven Percent Vote of the Owners, including a majority of the votes of the Class B Owner, if any; otherwise dissolution of the Association must be approved by Owners entitled to cast at least seventy-five percent of the total number of votes in the Association and, during the Development Period, the Class B Owner.

Upon termination of the Declaration and the 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 or may be distributed as agreed upon by Owners entitled to cast at least sixty-seven percent of the total number of votes of the Owners. The Association shall take no action to dissolve the Association or transfer Common Area except in accordance with Section 14.4 of the Declaration. This Article may not be amended without the prior written approval of Fifty-one Percent of the Mortgagees.

IN WITNESS WHEREOF, the incorporator of the Association has signed these Amended and Restated Articles of Incorporation on November 20, 1995.



Incorporator

FIRST ARTICLES OF AMENDMENT AND RESTATEMENT
FOR BARRISTER'S KEEPE HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of Sections 13.1-886 through 13.1-889 of the Virginia Nonstock Corporation Act (Title 13.1, Chapter 10, Code of Virginia, 1950 edition), as amended, ("Act") the undersigned corporation, Barrister's Keepe Homeowners Association, Inc. ("Association") a Virginia nonstock corporation, hereby certifies to the Commonwealth of Virginia State Corporation Commission that:

FIRST: The name of the corporation is Barrister's Keepe Homeowners Association, Inc.

SECOND: The Articles of Incorporation for Barrister's Keepe Homeowners Association, Inc. are hereby amended and restated as attached.

THIRD: Van Metre at Pickett Road Limited Partnership, a Virginia limited partnership, the Class B member, being the only member with voting rights at this time, approved the Amendment by unanimous consent as permitted by Section 13.1-841 of the Act on November 30, 1995, as evidenced by the signature of an authorized officer on the Unanimous Consent attached hereto.

FOURTH: The Certificate of Amendment and Restatement shall become effective on the date of issuance.

IN WITNESS WHEREOF, the undersigned President of the Barrister's Keepe Homeowners Association, Inc. declares that the facts herein stated are true as of December 4, 1995.

BARRISTER'S KEEPE HOMEOWNERS
ASSOCIATION, INC., a Virginia
nonstock corporation

By: 
President

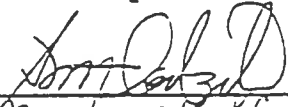
UNANIMOUS CONSENT
OF CLASS B MEMBER

VAN METRE AT PICKETT ROAD LIMITED PARTNERSHIP which controls all the votes of the Class B member pursuant to Section 4.2(a) of the Articles of Incorporation for Barrister's Keepers Homeowners Association, Inc. and being the only member with voting rights at this time hereby approves and consents to the foregoing amendment and restatement of the Articles of Incorporation of Barrister's Keepers Homeowners Association, Inc.

VAN METRE AT PICKETT ROAD LIMITED
PARTNERSHIP, a ~~Virginia~~ limited
partnership ~~Delaware~~

By: Sully Estates, Inc., a
Virginia corporation

Date: 11-30, 1995

By: 
Name: S. Michael Kudzik
Title: Executive Vice President

State OF Virginia
County OF Fairfax, to-wit:

I, the undersigned, a Notary Public, hereby certify that on the 4 day of December, 1995, S. Michael Kladzilk, President of the corporation appeared before me and certified that the statements herein contained are true.

Annelle L. Cut
Notary

My commission expires: January 31, 1998

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

December 11, 1995

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

BARRISTER'S KEEPE HOMEOWNERS ASSOCIATION, INC.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF RESTATEMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective December 11, 1995 at 12:25 PM.

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

STATE CORPORATION COMMISSION

By



Commissioner

AMENACPT
CIS20318
95-12-11-0170

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

the foregoing is a true copy of all documents constituting the charter of BARRISTER'S KEEPE HOMEOWNERS ASSOCIATION, INC..

Nothing more is hereby certified.



Signed and Sealed at Richmond

on this Date: December 21, 1995

William J. Bridge

William J. Bridge, Clerk of the Commission

00189402

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
CLERK'S OFFICE
P. O. BOX 1197
RICHMOND, VIRGINIA 23209
December 21, 1995

DEBORAH E. JACOBSEN
HAZEL & THOMAS
3110 FAIRVIEW PARK DR., STE 1400
FALLS CHURCH, VA 22042

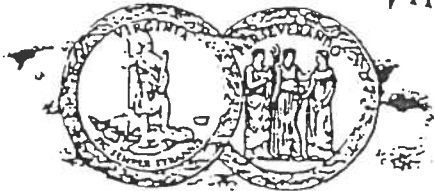
TOTAL INVOICE AMOUNT:	\$	12.50
RECEIVED PAYMENT:	\$	12.50
THIS AMOUNT IS NOW DUE	\$	0.00

THANK YOU FOR YOUR PAYMENT

QTY	DESCRIPTION	PAGES	AMOUNT
1	CERTIFIED COPIES OF CORPORATE FILINGS BARRISTER'S KEEPE HOMEOWNERS ASSOCIATION, INC.	17	\$ 12.50

0315

COMMONWEALTH OF VIRGINIA



PRESTON C. SHANNON
CHAIRMAN
THEODORE V. MORRISON, JR.
COMMISSIONER
HELEN WILLIAMS MOORE
COMMISSIONER

WILLIAM J. BRIDGE
CLERK OF THE COMMISSION
P. O. BOX 1197
RICHMOND, VIRGINIA 23209-1197

STATE CORPORATION COMMISSION

December 11, 1995

DEBORAH E. JACOBSEN
HAZEL & THOMAS
3110 FAIRVIEW PARK DR., SUITE 1400
PO BOX 12001
FALLS CHURCH, VA 22042

RE: BARRISTER'S KEEPE HOMEOWNERS ASSOCIATION, INC.
ID: 0455771 - 6
DCN: 95-12-11-0170

This is your receipt for \$25.00 covering the fees for filing articles of restatement with this office.

The effective date of the certificate of restatement is December 11, 1995.

Sincerely yours,

William J. Bridge

William J. Bridge
Clerk of the Commission

AMENACPT
CIS20318

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

December 11, 1995

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

BARRISTER'S KEEPE HOMEOWNERS ASSOCIATION, INC.

to comply with the requirements of law, and confirms payment of
all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF RESTATEMENT

be issued and admitted to record with the articles of amendment in
the Office of the Clerk of the Commission, effective December 11,
1995 at 12:25 PM.

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

STATE CORPORATION COMMISSION

By



Commissioner

AMENACPT
CIS20318
95-12-11-0170

BARRISTER'S KEEPE HOMEOWNERS ASSOCIATION
ANNUAL BUDGET BREAKDOWN

COMMON AREA EXPENSES

Mowing 6 months - 24 times. 24 x \$800 =	\$19,200
Rake Leaves, Trim & Mulch - 2 x \$2,800 =	5,600
Aerate, Seed & Fertilize/Lime - 2 x \$2,000 =	<u>4,000</u>
Total Per Year	\$28,800

SWM POND AND STORM SEWER SYSTEM MAINTENANCE

Clean SWM tank and storm boxes, 2 times per year, 2 x \$800 =	\$1,600
Reserve \$100/year to replace pipe and boxes - for 40 years =	<u>100</u>
Total Per Year	\$1,700

ACCOUNTING & TAXES

Audit Fee	\$ 800
Returns	200
Copying, postage	150
Corporation Commission	25
VCC	50
Miscellaneous	<u>200</u>
Total Per Year	\$ 1,425

MANAGEMENT FEE

Booze Management \$8/Unit, 40 x 8 = \$320 320 x 12 months =	\$3,840
--	---------

SNOW REMOVAL

Plowing \$225 x 3 times a year =	\$ 675
Sidewalks & leadwalk \$300 x 3 times a year =	<u>900</u>
Total Per Year	\$ 1,575

AMENITIES UPKEEP

Sprinkler System - \$200 Maint. + \$400 Waterbill =	\$ 600
Gates - \$200 Reserve + Maint. =	200
Fountain & Lights - \$300 bulbs, maint., elect. bill =	300
Perimeter Fences & Entrance Sign - \$100 Reserve & Maint.	<u>100</u>
Total Per Year	\$ 1,200

ROAD RESERVES

Asphalt Replacement Reserve Per Year =	\$ 900
Dec Pavement & Concrete Replacement Reserve Per Year =	<u>2,000</u>
Total Per Year	\$ 2,900

OPERATING CONTINGENCY

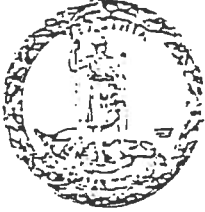
\$100 per unit per year - 100 x 40 =	\$ 4,000
--------------------------------------	----------

INSURANCE

\$1,000/Year	\$ 1,000
Director & Officers Liability	
Fidelity Bond	
HOA Liability	

TOTAL PER YEAR BUDGET =	\$46,440
-------------------------	----------

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the
Commission:

the foregoing is a true copy of all documents constituting the charter of
BARRISTER'S KEEPE HOMEOWNERS ASSOCIATION, INC..

Nothing more is hereby certified.



Signed and Sealed at Richmond
on this Date: December 21, 1995

William J. Bridge

William J. Bridge, Clerk of the Commission