

AMENDED AND RESTATED

ARTICLES OF INCORPORATION OF

RUNNING MAN COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME

The name of the corporation is **Running Man Community 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 development known as "Running Man", located in the County of York, Virginia, as more particularly described in the Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions for Running Man Community Association, Inc., dated _____, and recorded in the Clerk's Office of the Circuit Court of the County of York, Virginia (the "Clerk's Office"), as Instrument Number _____, as the same hereafter may be amended, amended and restated, and/or supplemented (collectively the "Declaration"), and to provide a means whereby the Owners, acting together, may provide for the management, maintenance, and care of the Common Areas and the Limited Common Areas (if applicable), and for this purpose to: (a) enforce the Declaration and exercise all of the powers and privileges, and perform all of the duties and obligations, of the Association; (b) fix, levy, collect, and enforce payment by any lawful means of all charges or assessments pursuant to the Declaration and Amended and Restated Bylaws ("Bylaws"); (c) pay all expenses of the Association; (d) subject to the Declaration and the Bylaws, acquire, encumber, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, mortgage, pledge, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association; (e) maintain, repair, replace, remove, and improve real property owned by the Association that is not classified as Common Area, and to manage and run recreational activities and the like on such real property, and in connection therewith, to impose assessments, raise funds, expend funds, and the like, on such real property owned by the Association that is not classified as Common Area, (f) establish, via Rules, the terms and conditions upon which Owners may access and use such real property owned by the Association that is not classified as Common Area, which access and use may be contingent upon, among other things, the payment of fees, and (g) have and exercise any and all powers, rights, and privileges that a corporation organized under the Nonstock Corporation Act of the Commonwealth of Virginia may by law now, or hereafter, have or exercise. 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 than by a rebate of excess membership dues, fees, and assessments) to the benefit of any private individual.

ARTICLE III

DEFINITIONS

Except as expressly defined herein, all capitalized terms used herein shall have the respective meanings set forth in the Declaration or in the Bylaws of the Association.

ARTICLE IV

MEMBERSHIP

Section 4.1. Membership. Every Owner of a Lot and a Parcel shall be a Member of the Association. Membership shall be appurtenant to, and shall not be separated from, ownership of any Lot or Parcel. Upon the recordation of the deed to a Lot or Parcel or upon any other transfer or conveyance of the record title to any Lot or Parcel, the membership of the former Owner shall cease and the Owner who acquires record title shall become a Member of the Association.

Section 4.2. Classes of Membership and Voting Rights. The designation of classes of membership, and the voting rights of Members, shall be as provided in the Bylaws.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1. Number. The Association shall have a Board of Directors ("Board") presently comprised of five (5) Directors. The size of the Board may vary from between three (3) and nine (9) Directors, as such shall be changed by the Board from time to time (provided, however, that no change shall operate to remove a serving Director from any portion of a term to which he was elected).

Section 5.2. Election of Directors.

(a) Procedures. All eligible Members of the Association shall be entitled to vote on all Directors to be elected, and the candidates receiving the most votes shall be elected. The election of Directors shall be by secret, written ballot and by a plurality of votes cast. There shall be no cumulative voting. Votes may be cast by Members in person or by proxy, as provided by the Bylaws.

(b) Nominations. Persons qualified to serve on the Board of Directors may be nominated only in accordance with the Association's procedures adopted by the Board of Directors from time to time; provided, however, that at any membership meeting at which an election is held, additional nominations may be made from the floor for each vacancy on the

Board of Directors, for which no person has been nominated in accordance with the Association's procedures. The nominee who is nominated from the floor either must be present at the meeting and accept the nomination at the meeting, or have otherwise indicated in writing to the Association his willingness to serve, and such written statement shall have been submitted to the Association prior to, or contemporaneously with, such nomination from the floor.

(c) Qualifications. The following persons are eligible for election to the Board of Directors: a resident Owner; a resident Owner's spouse as recognized under Virginia law; or, if the Owner is a partnership, trust, or corporation, the person who is the trustee, general partner (or officer or partner of the general partner), or officer of an Owner, provided such person resides within Running Man.

(d) Terms. The terms of office for all Directors shall be for one year, starting at the adjournment of the annual meeting at which they are elected and ending at the adjournment of the subsequent annual meeting.

(e) Resignation and Removal. Any Director may be removed from office with or without cause by a majority vote of the Board. Any Director may resign at any time by giving written notice to the Board, the President, and the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified within, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. At any regular or special meeting of the Members of the Association, duly called, where the meeting notice states that one of the purposes of the meeting is removal of a Director, any one or more of the Directors may be removed, with or without cause, by a majority vote of the Members present in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created.

(f) Vacancies. Vacancies in the Board of Directors occurring for any reason, other than the removal of a Director by vote of the Members as set forth in subparagraph (e) above and pursuant to Section 13.1-860 of the Virginia Nonstock Corporation Act, including, but not limited to, the resignation, death, or incapacitation of any Director, shall be filled by the appointment of a Director pursuant to a vote of the majority of the remaining Directors, with or without a quorum, at any meeting of the Board of Directors or, in the absence of any remaining Directors, vacancies may be filled by the Association's registered agent. Each person so selected shall serve until the next annual membership meeting.

(g) Eligibility. To be eligible to be elected, appointed to, and/or to serve on, the Board of Directors, Members and their Lots must be in financial good standing as indicated on the books and records of the Association as of the date of election (or appointment, as applicable) and must remain in financial good standing during the Member's term on the Board of Directors. In addition, to be eligible to be elected, appointed to, and/or to serve on the Board of Directors, a Member's Lot must not be in violation of the Governing Documents as of the date of election (or appointment, as applicable) during the Member's term on the Board of Directors. For the purposes of this Section 5.2, a Member's Lot shall be deemed to be in violation if the Association has notified the Owner of such Lot of a violation of the Governing Documents, and such Owner has not cured the violation within the time specified by the Association (or

if no time is specified by the Association, within a reasonable time after the date of such notice from the Association). Finally, Members running for election (or seeking appointment, as applicable) to the Board of Directors (and Directors who serve on the Board of Directors) must not be involved in a dispute with the Association at the time they seek election (or appointment, as applicable) or at any time during their term. For the purposes of this paragraph, a "dispute" shall mean (i) a legal claim or cause of action; or (ii) a threat of a legal claim or cause of action against the Association, its Officers, Directors, or agents. A Director who becomes ineligible to serve during his term shall be deemed to have resigned from the Board of Directors, and no further action shall be required to effect such resignation.

(h) Residency. Only Members who reside within Running Man are eligible to serve on the Board of Directors. If, due to hardship, a Director becomes a non-resident of Running Man during such Director's term, and does not re-establish his residency within Running Man on or before the next annual meeting of the Association, that Director shall be replaced pursuant to this Section V.

(i) Attendance. Any Director who misses more than three (3) meetings during any consecutive twelve (12) month period, may be asked to resign, and the Board of Directors, at its discretion, may seek such Director's removal pursuant to subparagraph (e) above; provided, however, that the Board of Directors shall have the discretion to make exceptions to this requirement in the event of a hardship of a non-recurring nature.

ARTICLE VI

LIMIT ON LIABILITY AND INDEMNIFICATION

6.1 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, or of the directors or officers of a "community association" (as defined in the Virginia Nonstock Corporation Act), any liability of the directors and officers of this Association shall be so limited or eliminated.

6.2 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, a member of the Architectural Control Committee, or of any other legal entity controlled by the Association, against all liabilities (including, without limitation, liabilities resulting from activities performed, and decisions made, on behalf of the Association) and reasonable expenses incurred by him on account of the proceeding, except such liabilities and expenses as are incurred because of his 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 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 6.2.

6.3 Authority to Indemnify. The Board of Directors shall have the power and authority, in its reasonable discretion, to indemnify, or contract in advance to indemnify, any other person not covered by Section 6.2, who was or is a party to any proceeding by reason of the fact that he is or was an employee or agent of the Association, or is or was serving at the request of the Association.

6.4 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 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. No person shall be entitled to indemnification by the Association to the extent he is indemnified by another, including an insurer.

ARTICLE VII

AMENDMENT

These Articles of Incorporation may be amended pursuant to Virginia Code § 13.1-886 and with the approval of two-thirds of the Class A votes.