

<https://cabin creek wood hoa.com/wp-content/uploads/2024/11/HOA.Articles.Rewrite.pdf> AMENDED AND RESTATED

ARTICLES OF INCORPORATION

FOR

CABIN CREEKWOOD HOMEOWNERS ASSOCIATION, INCORPORATED

TABLE OF CONTENTS

<u>Article Number</u>	<u>Subject</u>	<u>Page</u>
One	NAME	1
Two	INTERPRETIVE PROVISIONS 1. Definitions 2. Governing Documents	1
Three	PURPOSES	2
Four	TAX EXEMPT STATUS	3
Five	MEMBERSHIP	3
Six	BOARD OF DIRECTORS	4
Seven	FINANCIAL MANAGEMENT COMMITTEE	4
Eight	ARCHITECTURAL CONTROL COMMITTEE	5
Nine	COMPENSATION	5
Ten	INDEMNIFICATION	5
Eleven	AMENDMENT	5
Twelve	BOOKS AND RECORDS	5
Thirteen	DISSOLUTION	6
Fourteen	INCOME AND DISTRIBUTION	6
Fifteen	REGISTERED OFFICE AND AGENT	7

**AMENDED AND RESTATED**

**ARTICLES OF INCORPORATION**

**FOR**

**CABIN CREEKWOOD HOMEOWNERS ASSOCIATION, INCORPORATED**

**ARTICLE ONE**

**NAME**

The name of the Corporation is Cabin Creekwood Homeowners Association, Incorporated (hereinafter called "Association"), which is hereby incorporated as a Virginia Non-stock Corporation per Chapter 10 of Title 13.1 of the Code of Virginia (1950), as amended (hereinafter called "Act"). The duration of the Association shall be perpetual.

**ARTICLE TWO**

**INTERPRETIVE PROVISIONS**

1. Definitions. Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Act.

(a) "Architectural Control Committee" means the committee that shall be established per Article V of the Declaration to assure that properties will be maintained in a manner consistent with the purposes and intents of the Declaration.

(b) "Articles of Incorporation" (hereinafter called "Articles") mean the charter of the Association filed with the Virginia State Corporation Commission, as amended.

(c) "Association" shall mean and refer to Cabin Creekwood Homeowners Association, Incorporated, its successors and assigns.

(d) "Board of Directors" (hereinafter called "BOD") means the executive and administrative entity (Director) by Article Six of these Articles as the governing body of the Association.

(e) "Bylaws" mean the governing regulations for the administration and management of the Association, as amended.

(f) "Common Area" means, at any give time, all of the Property owned by the Association and available to the Association for the benefit, use and enjoyment of the Owners.

(g) "Declaration of Covenants, Conditions and Restrictions" (hereinafter called "Declaration") dated February 24, 1988, made by Cabin Creekwood Limited Partnership and recorded in Plat Book 15 in the Clerk's Office of the Circuit Court of Stafford County, Virginia,

as amended means the master deed of the Association which defines and limits the rights of ownership, provides covenants and restrictions

1

that run with the land, creates administrative framework for the operation and management of the Association, provides the mechanism for financial support of the Association through assessments, and provides for a transition of control from the developer to the owners.

(h) "Financial Management Committee" means the committee that shall be established, subject to Title 13.1-869 of the Act as amended and shall be responsible for receiving and investing the assets of the Association.

(i) "Governing Documents" means the Declaration, Articles, Bylaws, Rules and Regulations, Resolutions, and any and all amendments, certifications and any other integral part of a governing document of the Association.

(j) "Income" means annual assessments, charges, and other sums of money received by the Association.

(k) "Indemnification" means to protect against damages and make compensation for damages and loss.

(l) "Lot" means a portion of the Property which is a separate subdivided lot of record held in separate ownership (but not including the land designated as Common Area and owned by the Association or land dedicated for public street purposes).

(m) "Member" means every person or entity that holds a first mortgage or first deed of trust on any Lot.

(n) "Owner" means one or more persons who own a Lot in a fee simple, but does not mean any person having an interest in a Lot solely by virtue of a contract or as security for an obligation.

(o) "Property" means, at any given time, the submitted land together with all improvements and appurtenances thereto now or hereafter existing.

(p) "Rules and Regulations" means the rules and regulations governing the use, occupancy, operation, upkeep and physical appearances of the property adopted from time to time by the BOD.

2. Governing Documents. If there is any conflict among the Governing Documents, the Declaration shall control, except as to matters of compliance with the Act, in which case the Articles shall control. The provisions of the Bylaws shall control over any conflicting provision of any rule, regulation or other resolution adopted. The Governing Documents shall be construed together and shall be deemed to incorporate one another in full.

**ARTICLE THREE**  
**PURPOSES**

1. The Corporation is formed to be the Association named in the Declaration to administer in compliance with the Declaration

2

exclusively for purposes of exercising all of the powers and rights, and to perform all of the duties and obligations of the Association as set forth by law in the Virginia Non-Stock Corporation Act, Title 13, Chapter 10; Virginia Property Owners' Association Act, Title 55, Chapter 26; these Articles; and Bylaws of Association to include any and all amendments of such powers, rights, duties and obligations.

2. The Corporation is formed exclusively for the acquisition, ownership, construction, management and maintenance of real and personal property for community use and benefit, and their similar non-profitable purposes, as contemplated by Section 501(c) of the Internal Revenue Code of 1954, as amended.

3. The Corporation shall do any and all lawful things which may be necessary, useful, suitable or proper for the furtherance of accomplishment of the purposes and powers of the Corporation, and shall exercise all powers possessed by Virginia Corporations of similar character, including the power to own, lease, contract for the purchase and sale of, and to mortgage or otherwise encumber, real and personal property.

4. This non-stock, non-profit, tax exempt Corporation shall have as its purposes and to these ends to take and hold by bequest, devise, gift, grant, purchase, lease or otherwise any property, real, personal, tangible or intangible, or any undivided interests therein, without limitation as to the amount of value; to sell, convey, or otherwise dispose of any such property and to invest, re-invest, or deal with the principal or the income thereof in such manner as, in the judgment of the Directors, will best promote the purpose of the Corporation, the recipients of financial assistance from the funds without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, these Articles, the Bylaws, or any laws applicable thereto.

#### **ARTICLE FOUR** **TAX EXEMPT STATUS**

1. No part of the activities of the Association shall be carried on for propaganda, or otherwise attempting, to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

2. The Association shall not carry out any other activities not permitted to be carried out (a) by an Association exempt from Federal Income Taxation under Section 501(c) of the Internal Revenue Code of 1954, as amended.

#### **ARTICLE FIVE** **MEMBERSHIP**

Every person or entity who is an Owner of a Lot is subject to the terms of the Declaration and shall be a Member of the Association. Each Member shall pay such assessments as may from time to time be set

3

by the BOD per the Declaration and the Bylaws. All of the owners of each Lot shall collectively constitute one member, and shall register their names with the Association promptly on becoming owners of such Lot. Each Member shall have full voting rights, but only one of the Owners of a single Lot shall be entitled to vote on behalf of all the Owners of such Lot at any such membership meeting.

**ARTICLE SIX**  
**BOARD OF DIRECTORS**

1. The affairs of the Association shall be managed by the BOD. Directors shall be a resident Lot owner of the Association. Only one of the Owners of a single Lot shall be nominated, appointed or elected to serve on the BOD at any one time.

2. The initial number of Directors of the Association shall be Five (5). The number of Directors may be increased or decreased from time to time by amendment to the Bylaws.

3. Each of the Directors shall be elected by and from the voting membership at the Annual Membership Meeting for a term of three years. These terms may be staggered so as to overlap. Directors may be appointed by the BOD to fill a vacancy to serve for a term of one year.

4. The names and addresses of the persons to serve as the initial Directors are as follows:

<u>Name</u>	<u>Address</u>
Judith C. Peloquin, President	107 Staunton Court Stafford, VA 22554
Priyantha Kalupahana, Vice President	610 Cabin Court Stafford, VA 22554
Marilyn Inge, Vice President	202 Staunton Court Stafford, VA 22554
Phillip E. Bates, Treasurer	307 Staunton Court Stafford, VA 22554
Barbara Steele, Secretary	207 Eaton Court Stafford, VA 22554

**ARTICLE SEVEN**  
**FINANCIAL MANAGEMENT COMMITTEE**

The Financial Management Committee shall be created by the BOD and composed of two (2) or more Directors. Subject to the provisions of Section 13.1-869 of the Act, as amended, it shall be the responsibility of the Financial Management Committee to receive and

invest the assets of the Association and recommend to the BOD not less than annually and/or as required by the effective Internal Revenue Code the recommended disbursement of the investment income and the

4

expenses of the Association that should be paid for the maintenance of the common areas. The Financial Management Committee shall exercise those duties required by Section 13.1-853 of the Act, and by resolution as adopted by the BOD.

**ARTICLE EIGHT**  
**ARCHITECTURAL CONTROL COMMITTEE**

The Architectural Control Committee (hereinafter called "ACC") shall be created by the BOD and composed of three (3) or more representatives appointed by the BOD. The ACC shall regulate external design, appearance, use, location and maintenance of improvements and landscaping on any Lot or Common Area in such a manner so as to preserve and enhance values, maintain a harmonious relationship among structures and the natural vegetation and topography, and to preserve the general character and color, tone and architectural compatibility of the area as originally constructed. The ACC shall exercise those duties required by Section 13.1-853 of the Act, Article V of the Declaration, and by resolution as adopted by the BOD.

**ARTICLE NINE**  
**COMPENSATION**

No Director, officer nor his or her successor Director nor successor officer nor their successors shall receive any compensation whatsoever for services rendered to the Association.

**ARTICLE TEN**  
**INDEMNIFICATION**

The Association shall indemnify the Directors or officers of the Association to the full extent permitted by Section 13.1-875-883 inclusive, of the Act as amended, and in accordance with the Association's Bylaws, as amended.

**ARTICLE ELEVEN**  
**AMENDMENT**

All amendments to these Articles shall conform to the requirements of Section 13.1-886 of the Act, as amended. No amendment to these Articles shall be made except in accordance with the affirmative and unanimous vote of all directors of the Association.

**ARTICLE TWELVE**  
**BOOKS AND RECORDS**

All books and records of the Association shall be kept in accordance with Section 13-1-932 through 936.2 of the Act, as amended. The Treasurer is empowered to employ an accountant at a cost and expense to the Association. The accountant shall report annually a

written accounting of the receipts and disbursement of funds of the Association to the BOD.

5

**ARTICLE THIRTEEN**  
**DISSOLUTION**

In the event of dissolution and liquidation of the Association and after payment of the liabilities and obligations of the Association as provided for by Section 13.1-902 through 917, inclusive of the Act, as amended, then and in that event, all assets of the Association then remaining shall be paid over and transferred to a qualified 501(c) institution, to be segregated, maintained and disbursed in accordance with the purposes set out in these Articles.

**ARTICLE FOURTEEN**  
**INCOME AND DISTRIBUTION**

No part of the Income of the Association shall benefit any trustee, director, officer of the Association, or any private individual, except that reasonable reimbursement for actual costs of accounting and actual "out-of-pocket" expenses incurred by a Director or officer shall be reimbursed by the Association upon the provision of satisfactory bills and documentation demonstrating both the amount of the expense incurred and satisfactory evidence that the expenses were necessary and incurred on behalf of the Association.

**ARTICLE FIFTEEN**  
**REGISTERED OFFICE AND AGENT**

The initial registered office of the Association is:

Chadwick, Washington, Moriarty, Elmore & Bunn, P.C.  
9990 Lee Highway, Suite 200  
Fairfax, VA 22030-1720

The registered agent of the Association meets the requirements of Section 13.1-833 of the Act by reason he/she is a resident of Virginia and member of the Virginia State Bar whose business address is identical with that of the registered office.

IN WITNESS WHEREOF, the President and all Directors of the Association have signed these Amended and Restated Articles of Incorporation on \_\_\_\_\_, 2006.

\_\_\_\_\_  
JUDITH C. PELOQUIN

\_\_\_\_\_  
PRIYANTHA KALUPAHANA

\_\_\_\_\_  
MARILYN INGE

\_\_\_\_\_  
PHILLIP E. BATES

\_\_\_\_\_  
BARBARA STEELE



