

ARTICLES OF INCORPORATION

OF

REDFIELDS COMMUNITY ASSOCIATION, INC.

We hereby associate to form a nonstock corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia of 1950, as amended.

ARTICLE I

NAME

The name of the corporation is Redfields Community Association, Inc., hereafter referred to as 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 preservation of values and the maintenance of common facilities and services within, and to provide a means for the administration of certain covenants and restrictions upon, the community known as Redfields in Albemarle County, Virginia ("the Community") as more particularly described in the Declaration of Covenants and Restrictions of Redfields ("the Declaration") and Bylaws of Redfields Community Association, Inc. ("the Bylaws") dated February 20, 1991, recorded in the Clerk's Office of the Circuit Court of the County of Albemarle, Virginia, as the same may from time to time be amended, and for these purposes 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, all charges or assessments pursuant to the Declaration and Bylaws; (c) pay all common expenses of the Association; (d) subject to the Declaration and the Bylaws, acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; (e) have and exercise any and all powers, rights, and privileges which a corporation organized under the Virginia Nonstock Corporation Act 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 Community, and other than by a rebate or 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 Community, which are of record as recited above.

ARTICLE IV

MEMBERSHIP

Every Owner of property in the Community shall be a Member of the Association. Redfields Development Corporation, and its successors and assigns ("the Company"), shall be a Member of the Association. Any creditor or trustee who acquires title to any real estate in the Community pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure shall be a Member of the Association. The rights, privileges, and duration of membership shall be as more particularly set forth in the Declaration and Bylaws, as amended from time to time.

ARTICLE V

VOTING RIGHTS

Each member shall have voting rights as set forth in the Bylaws. Such voting rights are exercisable in the manner provided in the Bylaws.

ARTICLE VI

REGISTERED OFFICE AND AGENT

The name and address of the initial registered agent of the Association is Richard D. Shepherd, 413 Seventh Street, N.E., Charlottesville, Virginia 22901. Such address is the initial Registered Office of the Association and is located in the City of Charlottesville. The said initial registered agent of the Association is a resident of Virginia and a member of the Virginia State Bar.

ARTICLE VII

BOARD OF DIRECTORS

The initial Board of Directors shall consist of three (3) directors, who are appointed by the Company and whose names are set forth below. Thereafter directors shall be elected by the Company and the Members of the Association in accordance with the provisions of the Bylaws. The number of directors and their terms of office; the manner of removing directors from office and filling vacancies on the Board of Directors; and qualifications for membership on the Board of Directors shall be as provided in the Bylaws.

The names and business addresses of the persons designated by the Company to serve as the initial Board of Directors are as follows:

Gaylon T. Beights	c/o Development Corporation of Virginia One Boar's Head Place Charlottesville, VA 22901
Percy Montague, IV	500 East Westfield Road Charlottesville, VA 22901
William S. Barnett	c/o Development Corporation of Virginia One Boar's Head Place Charlottesville, VA 22901

ARTICLE VIII

OFFICERS

The Association shall have the officers provided for by the Bylaws, which includes the offices of President and Secretary. The initial officers of the Association shall be the following, who shall serve until their successors are appointed in the manner provided in the Bylaws.

President	-	Gaylon T. Beights
Vice President	-	Percy Montague, IV
Secretary/Treasurer	-	William S. Barnett

ARTICLE IX

AMENDMENT OF BYLAWS; ADOPTION THEREOF

Amendments to the Association's Bylaws shall be made only in the manner provided in the Bylaws which are of record in the Clerk's Office of the Circuit Court of the County of Albemarle, as recited above, and which, together with any future amendments, are hereby adopted as the Bylaws of the Association.

ARTICLE X

INDEMNIFICATION AND LIABILITY LIMITATIONS

A. Every person, and his heirs, executors, and administrators, who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding of any kind, whether civil, criminal, administrative, arbitative, or investigative, or was or is the subject of any claim, and whether or not by or in the right of the Association, by reason of his being or having been a director or officer of the Association, or by reason of his serving or having served at the request of the Association as a director, officer, employee, or agent of another

corporation, partnership, joint venture, committee, trust, or other enterprise, shall be indemnified by the Association against expenses (including attorneys' fees), judgments, fines, penalties, awards, costs, amounts paid in settlement, and liabilities of all kinds, actually and reasonably incurred by him in connection with, or resulting from, such action, suit, proceeding or claim, provided that no indemnification shall be made against his gross negligence or willful misconduct.

B. Any indemnification under the preceding paragraph (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of such person is proper in the circumstances because he had met the applicable standard of conduct set forth in said paragraph. Such determination may be made either (i) by the Board of Directors of the Association by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or (ii) if such a quorum is not obtainable or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the Members voting on the question at a regular or special meeting thereof.

C. Expenses (including attorneys' fees) incurred by or in respect of any such person in connection with any such action, suit, or proceeding, whether civil, criminal, administrative, arbitratve, or investigative, may be paid by the Association in advance of the final disposition thereof upon receipt of an undertaking by, or on behalf of, such person to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Association.

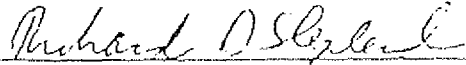
D. The officers and members of the Board of Directors shall not be liable to the Association or any unit owner for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and directors from and against all contractual liability to others arising out of contract made by the officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or Bylaws, except to the extent that such liability is satisfied by directors and officer liability insurance. Officers and directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

E. The Board of Directors of the Association shall have the power, generally and in specific cases, to indemnify its other employees and agents to the same extent as provided in this Article with respect to its directors and officers.

F. The provisions of this Article are in addition to, and not in substitution for, any other right to indemnity to which any person who is or may be indemnified by or pursuant to this Article may otherwise be entitled under Section 12 of the Bylaws, as that or other Sections of the Bylaws may be in force from time to time. In addition, the provisions of this Article are in addition to, and not in substitution for, the powers otherwise accorded by law and the Bylaws to the Association to indemnify any such person and to

purchase and maintain insurance on behalf of any such person against any liability asserted against or incurred by him in any capacity referred to in this Article or arising out of his status as serving or having served in any such capacity (whether or not the Association would have the power to indemnify against such liability).

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Virginia, the undersigned incorporator has executed these Articles of Incorporation this 20th day of February, 1991.



Richard D. Shepherd, Incorporator