

ARTICLES OF INCORPORATION
OF
Russlen Farms Homeowners Association, Inc.

We hereby associate to form a corporation under the provisions of Title 13.1, Code of Virginia, and to that end set forth the following:

ARTICLE I

NAME

The name of the corporation is **Russlen Farms Homeowners Association, Inc.**

ARTICLE II

REGISTERED AGENT

The post office address of the initial registered office of the corporation is 25 Library Square, Salem, Virginia, located in the City of Salem. The name of its initial registered agent is Jeffrey L. Dorsey, Esquire, who is a resident of Virginia and a member of the Virginia State Bar, whose business address is the same as the address of the initial registered office of the Corporation and who meets the requirements of Section 13.1-634 of the Code of Virginia.

ARTICLE III

INITIAL BOARD OF DIRECTORS

The number of directors constituting the initial Board of Directors is **three (3)** and the names and addresses of the persons to serve as the initial Directors are:

NAME

ADDRESS

Bradley G. Graham

**494 Glenmore Drive
Salem, Virginia 24153**

Joe Thomas, Jr.

494 Glenmore Drive
Salem, Virginia 24153

Jeffrey L. Dorsey

25 Library Square
Salem, Virginia 24153

At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years. Terms shall be for three years. At each annual meeting thereafter, the members shall elect one director for a term of three years.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This 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 maintenance, preservation and control of that certain tract of property described as:

111.339 Acres, situate in the County of Roanoke, Virginia, acquired by RUSSELEN FARMS DEVELOPMENT, L.L.C. by deed dated January 11, 2002, of record in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, as Instrument No. 200200757, together with such additions to or deletions from said property as RUSSELEN FARMS DEVELOPMENT, L.L.C. may direct (the "Property").

and to promote the health, safety and welfare of the residents within the above-described property and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declarations of Covenants, Conditions and Restrictions for various subdivisions to be created out of the aforesaid Property, hereinafter called the "Declarations", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of the County of

Roanoke, Virginia, as the same may be amended from time to time as therein provided, said Declarations being incorporated herein as if set forth at length;

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

(d) borrow money, and with the assent of all members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area in any portion of the Property which it may own, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by the Declarant as identified in the Declarations of Covenants, Conditions and Restrictions or by all members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property provided

that any such merger, consolidation or annexation shall be in accordance with the provisions of the Declarations and the By-Laws of the Association;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Virginia by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner (owner) of a fee or undivided fee interest in any Lot as defined in the Declarations which are subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING MEMBERSHIP

The Association shall have one class of voting membership. All members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Notwithstanding the above, the Declarant, as defined in the By-Laws, as long as it owns any Lot within the Property as defined in the Declarations, shall have a number of votes equal to the number of Lots it has sold plus one.

ARTICLE VII

AMENDMENTS

Amendments to these Articles of Incorporation may be proposed by any member or director and shall be adopted in the same manner as is provided for the amendment of the By-Laws. Said amendment(s) shall be effective when a copy thereof, together with an attached certificate of its approval by the membership, sealed with the Corporate Seal, signed by the Secretary or an Assistant Secretary, and executed and acknowledged by the President or Vice-President, has been filed with the State Corporation Commission and all filing fees paid. Notwithstanding any provision of this Article to the contrary, these Articles shall not be amended in any manner which shall abridge, amend or alter the rights of RUSLEN FARMS DEVELOPMENT, L.L.C., the Declarant, as set forth in the Declarations or By-Laws, without the prior written consent to such amendment by the Declarant. Further, these Articles shall not be amended in any manner which shall amend, modify or affect the provisions, terms, conditions, rights and obligations set forth in the Declarations, without the prior written consent to such amendment by the Declarant. Further, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in the Declarations, as the same may be amended from time to time in accordance with the respective provisions thereof.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed

by not less than eighty percent (80%) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

IN WITNESS WHEREOF, the incorporator has signed these Articles of Incorporation this 2nd day of May, 2003.

Russlen Farms Homeowners Association, Inc.

BY Bradley M. Graham
Bradley M. Graham, Incorporator