

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND,

November 10, 1982

The accompanying articles having been delivered to the State Corporation Commission on behalf of

Ruxton Services, Inc.

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this **CERTIFICATE OF INCORPORATION** be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have 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

Thomas P. Harwood, Jr.
Commissioner

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ARTICLES OF INCORPORATION
OF
RUXTON SERVICES, INC.

We hereby associate to form a nonstock corporation under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia.

ARTICLE I

The name of the corporation is Ruxton Services, Inc., hereafter called the "Association".

ARTICLE II

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 the acquisition, construction, management, maintenance and care of "Association property" (as hereinafter defined) within the real estate development known as "Ruxton" in Henrico County, Virginia (herein referred to as the "Properties"), which is now or hereafter subject to the Ruxton Declaration of Covenants and Restrictions hereinafter referred to in paragraph (a) of this Article II; and to provide a

means whereby the homeowners, acting together, may manage, maintain and improve the community in which they live, and for this purpose to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Ruxton Declaration of Covenants and Restrictions dated December 14, 1981, hereinafter called the "Declaration", recorded December 14, 1981 in Deed Book 1845, page 183 in the Clerk's Office of the Circuit Court of Henrico County, Virginia, as the same may be amended or supplemented from time to time as therein provided;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; 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 Association or its property;

(c) Subject to the Declaration and except as hereinafter provided, 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) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes;

(e) Have and exercise any and all powers, rights and privileges which a corporation organized under the Nonstock Corporation Act of the State 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 acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees or assessments) to be benefit of any private member or individual. No substantial part of the activities of the Association shall be the carrying on of propaganda or otherwise attempting to influence legislation and the Association shall not participate in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

The term "Association property" shall mean and refer to (i) the Common Area (including roads and parking areas), which will be owned by the Association, and (ii) roofs, gutters, downspouts, fences, exterior building surfaces (including exterior storage sheds, if any), trees, shrubs, grass, walks, and other exterior improvements which affect the overall appearance of the Properties (including certain aspects of utility systems

as set forth in the Declaration), which shall be maintained by the Association in accordance with the uniform standards set forth in the Declaration even though the same may be owned by an individual Owner.

ARTICLE III

DEFINITIONS

(a) "Additional Area" shall mean and refer to the real estate described in Exhibit B to the Declaration, and which at the option of Declarant, may be hereafter subjected to the Declaration pursuant to Article II thereof.

(b) "Articles" shall mean and refer to these Articles of Incorporation.

(c) "Common Area" shall mean and refer to (i) all real estate shown as such (other than Lots) on a recorded subdivision plat of the Properties, and (ii) all real property and improvements and facilities now or hereafter owned by the Association which are intended to be devoted to the common use and enjoyment of the Owners.

(d) "Declarant" shall mean and refer to C & R Development Partnership, a Virginia general partnership, or its successors as developers of the Properties.

(e) "Lot" shall mean and refer to any lot designated as such on a recorded subdivision plat of the Properties or any subsequently recorded subdivision plat of the Properties, as the same may be amended from time to time.

(f) "Member" shall mean and refer to every person or entity who holds membership in the Association.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including Contract Sellers, but excluding those holding such interest merely as security for the performance of an obligation.

(h) All other terms shall have the same meaning given them in the Declaration.

ARTICLE IV

MEMBERSHIP

Every Owner of a Lot which is subject to assessment under the Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Ownership of such Lot shall be the sole qualification for membership. Upon notice of the conveyance of fee simple title to any Lot other

than by way of mortgage or deed of trust, the Association shall record the transfer of membership upon the books of the Association, and thereupon the membership of the seller of such Lot shall cease.

ARTICLE V

VOTING RIGHTS

(a) Classes. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant (until the Class B membership terminates) and shall be entitled to one vote for each Lot owned. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot nor shall any vote be split.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following, whichever first occurs:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; provided, however, that the Class B membership shall be reinstated if thereafter, but before the date stated in subparagraph (ii) below, a portion or portions of the Additional Area are subjected to the Declaration as provided in Article II thereof, and, as a result of such action, Declarant then owns more than one-fourth (1/4) of the total Lots subject to the Declaration; or

(ii) on December 31, 1991.

(b) Suspension of Voting Rights. The voting rights of any Member subject to assessment under the Declaration may be suspended by action of the Board of Director during the period when any such assessment validly levied against such Member shall remain delinquent and unpaid; but upon payment of any such assessment, the voting rights and privileges of such Member shall automatically be restored.

ARTICLE VI

REGISTERED OFFICE AND AGENT

(a) The address of the initial registered office of the Association is 1200 Mutual Building, 901 E. Main Street, in the City of Richmond, Virginia 23219.

(b) The name of the initial registered agent of the Association is A. J. Brent, who is a resident of Virginia and a member of the Virginia State Bar and whose business address is the same as the registered office.

ARTICLE VII

BOARD OF DIRECTORS

(a) Term and Composition. With the exception of the initial Board of Directors which shall consist of three members, the affairs of the Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors may not be changed except by amendment of these Articles. So long as the Class B membership exists, the Board shall consist of directors appointed by the Class B member and directors elected by the Class A members.

The apportionment of the Board between appointed and elected directors shall be as follows: The initial Board of Directors named in paragraph (g) below shall serve until the first annual meeting of members following conveyance of the first Lot in the Properties. At that meeting and at all subsequent meetings until the Class B membership finally expires the Class B member shall appoint three (3) directors for terms of one (1) year each, and the Class A members shall elect two (2) directors

for terms of one year each. After the Class B membership finally expires, all directors shall be elected by the Class A members.

(b) Method of Nomination. At least four weeks before the annual meeting, the Board of Directors shall appoint an Elections Committee who shall propose a slate of candidates for the vacancies on the Board to be filled by election. Additional candidates may be nominated from the floor at the annual meeting.

(c) Method of Election. Election shall be by secret written ballot at the annual meeting or by proxies delivered to the Chairman of the Elections Committee prior to the start of the annual meeting. The Class A members may cast, in respect to each vacancy, as many votes as they are entitled to under the provisions of the Articles of Incorporation. Cumulative voting is not permitted. Those persons receiving the largest number of votes shall be elected.

(d) Resignation and Removal. The unexcused absence of an elected director from three consecutive regular meetings of the Board shall be deemed a resignation. Any elected director may be removed from the Board, with or without cause, by a majority vote of the Class A members of the Association.

(e) Vacancies. In the event of death, resignation or removal of an elected director, his successor shall be selected

by the remaining elected directors and shall serve for the unexpired term of his predecessor. A vacancy occurring among the appointed directors shall be filled by appointment of the Class B member and the successor appointed director shall serve for the unexpired term of his predecessor.

(f) Compensation. No director shall receive compensation for any services he may render to the Association as director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

(g) Initial Board of Directors. The names and addresses of the initial Directors who are to serve until the selection of their successors are:

	<u>NAME</u>	<u>ADDRESS</u>
(i)	T. Nelson Saunders	8721 Ruggles Road Richmond, Virginia 23229
(ii)	C. Ronald Nease	14 Buck Branch Drive Richmonde, Virginia 23233
(iii)	Barry D. Crawford	2420 Oakengate Lane Midlothian, Virginia 23113

ARTICLE VIII

INDEMNIFICATION

(a) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any

threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action or suit by or in the name of the Association) by reason of the fact that he is or was a director or officer of the Association, or is or was serving at the request of the Association as a director, officer, partner, or trustee of another corporation, partnership, joint venture, trust, or other enterprise, against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such action, suit or proceeding, except only in relation to any claim, issue or matter as to which such person shall have been finally adjudged to be liable for his gross negligence or willful misconduct in the performance of his duties. Each such indemnity shall inure to the benefit of the heirs, executors and administrators of such person.

(b) Any indemnity under paragraph (a) above shall (unless authorized by a court) be made by the Association only as authorized in the specific case upon a determination that the director, officer, partner or trustee was not guilty of gross negligence or willful misconduct in the performance of his duties and, in the case of a settlement, that such settlement was, or if still to be made is, consistent with the best interests of the Association. Such determination shall be made (i) by the Board

of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) by independent legal counsel in a written opinion if such a quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, or (iii) by the Members. If the determination is to be made by the Board of Directors, it may rely as to all questions of law on the advice of independent counsel.

(c) Expenses incurred in defending an action, suit or proceeding, whether civil, criminal, administrative or investigative, may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, partner or trustee to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this paragraph.

(d) The right of indemnification provided by this Article shall not be exclusive of any other rights to which any person may be entitled, including any right under policies of insurance that may be purchased and maintained by the Association or others, even as to claims, issues or matters in relation to which the Association would not have the power to indemnify such person under the provisions of this paragraph.

(e) The Association may purchase and maintain at its sole expense insurance, in such amounts and on such terms and conditions as the Board of Directors may deem reasonable, against all liabilities or losses it may sustain in consequence of the indemnification provided for in this Article.

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

ARTICLE IX

DISTRIBUTION OF ASSETS ON DISSOLUTION

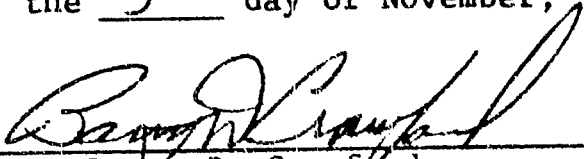
Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization as may be designated by the Board of Directors to be devoted to such similar purposes.

ARTICLE X

DURATION

The Association shall exist perpetually.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Virginia, the undersigned, incorporator of this Association, has executed these Articles of Incorporation this the 3rd day of November, 1982.



Barry D. Crawford

NAME OF CORPORATION Ruston Services, Inc.

NAME AVAILABILITY No Conflict Lx 11-9-82

CHARTER FEE OR ENTRANCE FEE	<u>\$50</u>	STATE OF INC.
FILING FEE	<u>10</u>	<u>VA</u>
RECORDING FEE	<u>30</u>	
COPY WORK FEE	<u>~</u>	
TOTAL	<u>90</u>	01857

INCORPORATION NO. 9A

CIRCUIT COURT OF None Richmond FEE None

EXAMINED BY JMV DATE 11-9-82

AMENDMENT INFORMATION SPECIAL INSTRUCTIONS

CHARTER NO. 235518

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
OFFICE OF THE CLERK

RICHMOND, VIRGINIA

November 10, 1982

\$ 90.00

RECEIVED OF

Christian, Barton, Epps, Brent & Chappell
1200 Mutual Building
Richmond, Virginia 23219

Ninety and no/100----- DOLLARS

FOR

Ruxton Services, Inc.

on account of fees for incorporation:

Filing Fee, \$10.00; Charter Fee, \$ 50.00 Recording Fee, \$ 30.00

The certificate of incorporation was issued and
admitted to record in this office on the above date.

Respectfully,



Clerk of the Commission