

**ARTICLES OF INCORPORATION
OF
THE RESERVE AT BELL CREEK HOMEOWNERS ASSOCIATION**

We hereby associate to form a nonstock corporation pursuant to the provisions of the Virginia Nonstock Corporation Act and to that end set forth the following:

1. **NAME.** The name of the corporation shall be The Reserve at Bell Creek Homeowners Association (hereinafter the "Association").

2. **PURPOSE AND POWERS.**

a. Babcock, a Virginia limited liability company (the "Declarant"), has undertaken to cause the Association to be incorporated as permitted by the provisions of the Declaration of Covenants, Conditions and Restrictions for The Reserve at Bell Creek Homeowners Association, which shall be recorded in the Office of the Clerk of the Circuit Court of the County of Hanover, Virginia (the "Declaration of Covenants, Conditions and Restrictions") in connection with that certain real property located in the County of Hanover, Virginia consisting of that property shown on that certain survey attached as an exhibit to the to the aforementioned to be recorded Declaration of Covenants, Conditions and Restrictions, and such other or additional property as may be subjected to the Declaration of Covenants, Conditions and Restrictions by Declarant pursuant to the Declaration of Covenants, Conditions and Restrictions. The property shown on said survey and such other or additional property is referred to herein as "The Reserve at Bell Creek."

b. The purpose of the Association is to provide for the use, care, maintenance, repair and improvement of the Common Areas (as defined in the Declaration of Covenants, Conditions and Restrictions). The Association may provide for capital reserves for its purposes, it may employ employees, engage professional persons and engage professional management to assist in the operation of the Association and borrow funds as it deems prudent and necessary to run the affairs of the Association.

c. The Association does not contemplate pecuniary gain or profit to itself or to its members. No part of the Association's net earnings may inure to any member's benefit except in the event of a rebate of excess assessments or upon dissolution of the Association in which event the assets may be distributed as provided and permitted by applicable law.

d. The Association may exercise all of the powers and privileges and perform all of the duties and obligations set forth in the Declaration of Covenants, Conditions and Restrictions.

e. The Association may acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, mortgage, pledge, exchange, dedicate for public use or otherwise dispose of real and personal property in connection with the affairs of the

Association.

f. The Association may impose restrictive covenants upon real property owned by it to the extent permitted by the Declaration of Covenants, Conditions and Restrictions and may grant and convey easements across any real property of the Association provided such easements are consistent with the Declaration of Covenants, Conditions and Restrictions and may receive and be the beneficiary of easements across any real property in The Reserve at Bell Creek or elsewhere.

g. The Association may exercise all of the corporate powers enumerated in the Virginia Nonstock Corporation Act which are not inconsistent with the general purposes and powers set forth in these Articles of Incorporation.

3. **MEMBERS AND CLASSES OF MEMBERS.** All Owners (as defined in the Declaration of Covenants, Conditions and Restrictions) of Lots (as defined in the Declaration of Covenants, Conditions and Restrictions) in The Reserve at Bell Creek shall, upon becoming Owners automatically become members of the Association. Membership in the Association shall be appurtenant to and may not be severed from record title to a Lot. Ownership of a Lot shall be the sole qualification for membership in the Association. There shall be two classes of membership: Class A and Class B. Babcock, LLC, a Virginia limited liability company, and its successors and assigns as permitted by the Declaration of Covenants, Conditions and Restrictions (hereinafter "Declarant") shall constitute Class B. All Owners including Declarant (so long as Declarant is an Owner) shall constitute Class A. At such time as Declarant does not own a Lot Class B shall cease to exist and Class A shall be the only class of members of the Association.

4. **BOARD OF DIRECTORS/VOTING.**

a. The initial board of directors shall consists of three directors whose names and addresses are as follows:

Robert J. Babcock
11533 Nuckols Road
Suite C
Glen Allen, VA 23059

Ann P. Kelly
11533 Nuckols Road
Suite C
Glen Allen, VA 23059

Daniel L. Caskie
8500 Bellcreek Road
Mechanicsville, VA 23116

The terms of the initial directors shall be one (1) year. Subsequent directors shall serve for a term as set forth in the Association's bylaws. Following the termination of Class B as described in Paragraph 4(b), the Association may, by vote of a majority of the Class A members cast as described in Paragraph 4(c) increase the number of directors to five and provide for staggered terms of directors.

b. Upon expiration of the term of the initial board of directors and thereafter so long as Class B continues to exist Declarant, as the sole member of Class B, shall appoint two members of the board of directors (hereinafter the "Class B Directors"). The members of Class A will elect or designate the remaining one (1) director except as hereinafter provided. For so long as Declarant is the Owner of at least twenty five percent (25%) of all Lots subject to the Declaration of Covenants, Conditions and Restrictions, Declarant shall be entitled to designate one of the Class A Directors. At such time as Declarant does not own at least twenty five percent (25%) of all Lots, Class B shall cease to exist and Class A shall be the only Class of members of the Association. Upon the termination of Class B all directors shall be Class A Directors. All Class A Directors which Declarant is not entitled to appoint shall be elected as set forth in paragraph 4(c) hereof. The number of Class A directors will not be changed so long as the Declarant is entitled to designate any directors and in all events the above referenced ratio between Class B and Class A directors will not be changed so long as Class B continues to exist.

c. Subject to the foregoing, each member of the Association shall be entitled to vote for the election of directors as follows: each Class A member shall be entitled to one vote per Lot owned; the Class B member shall be entitled to three votes per Lot Owned. Owners entitled to vote may give a written proxy to any other Owner entitling such Owner to cast votes by proxy.

d. An individual need not be a member of the Association to qualify as a director.

e. A director may be removed with or without cause. Class A Directors may be removed only by the members of Class A, except in the case of three consecutive unexcused absences from a board meeting by such Director or in the event such Director is more than thirty (30) days delinquent in the payment of Association dues or any other charge due to the Association. Class B Directors may be removed only by the Declarant.

f. In the event a vacancy occurs on the board of directors, including a vacancy resulting from a permitted increase in the number of directors the vacancy shall be filled as follows: in the event the vacancy is of a Class B Director the vacancy shall be filled only by the Declarant; in the event the vacancy is of a Class A Director appointed by Declarant, Declarant shall fill the vacancy; in the event the vacancy is of a Class A Director elected by the members of the Association then the vacancy shall be filled by the affirmative vote of the majority of the remaining Class A Directors or, in the event such a Class A Directorship vacancy is not filled by the board of directors within sixty (60) days from the date on which such vacancy occurs, then such vacancy may be filled by the Class A members in a special meeting called for the purpose of electing a new Class A Director to fill said vacancy, which meeting shall be called in accordance with the provisions for special

Hillen, Coleen

From: Ann Kelly [akelly@babcockllc.net]
Sent: Friday, August 28, 2009 3:06 PM
To: chillen@communitygroup.com
Subject: FW: [2/2]Attached Image

Attachments: 2681_004.pdf



2681_004.pdf (1
MB)

Ann P. Kelly
Controller
Babcock, LLC
11533 Nuckols Road
Suite C
Glen Allen, VA 23059
Phone: 804-612-1636
Cell: 804-432-6497
Fax: 804-612-1638
E-mail: akelly@babcockllc.net

-----Original Message-----

From: WEICHERT-BARON & SNIPES [mailto:jbsnipes@wrbaronsnipes.com]
Sent: Friday, August 28, 2009 3:58 PM
To: Ann Kelly
Subject: [2/2]Attached Image

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.409 / Virus Database: 270.13.71/2331 - Release Date: 08/28/09 06:26:00

meetings as may be set forth in the bylaws or in the event the bylaws fail to provide for the calling of special meetings, as provided by law.

5. **REGISTERED OFFICE AND REGISTERED AGENT.** The address of the initial registered office of the Association is Meyer, Goergen & Marrs, P.C., 7130 Glen forest Drive, Suite 305, Richmond, Virginia 23226 in the County of Henrico. The initial registered agent of the Association is Joseph A. Perini, Esq., who is a member of the Virginia State Bar and whose address is the same as the initial registered office.

6. **LIMITATION ON LIABILITY OF OFFICERS AND DIRECTORS.** In any proceeding brought in the right of the Association or brought by or on behalf of the members of the Association, the damages assessed against any officer or director of the Association arising out of a single transaction, occurrence or course of conduct shall not exceed the amount of cash compensation actually paid to and received by the officer or director from the Association during the twelve months immediately preceding the act or omission for which liability was imposed.

7. **INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF THE ASSOCIATION.** The Association shall indemnify its directors, officers, employees and agents against all liabilities, damages, fines, penalties and claims imposed upon or asserted against such director, officer, employee or agent on account of or by reason of such person having been a director, officer, employee or agent of the Association, shall advance expenses for and pay all reasonable costs and expenses incurred by such officer, director, employee or agent, including without limitation reasonable attorney's fees and costs, incurred by such person in connection therewith, except in relation to matters as to which such person shall have been finally adjudged to be liable by reason of (1) his willful misconduct or (2) a knowing violation of the criminal law. Such indemnity and advance and payment of expenses shall continue as to any such director, officer, employee or agent who has ceased to have such capacity and shall inure to the benefit of the heirs, executors and administrators of such person. The determination of the right of any director, officer, employee or agent to indemnification and advance and payment of expenses is provided hereby shall be made:

(1). By the board of directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding; or

(2). If a quorum cannot be obtained under paragraph (1) above, by a majority vote of a committee duly designated by the board of directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding; or

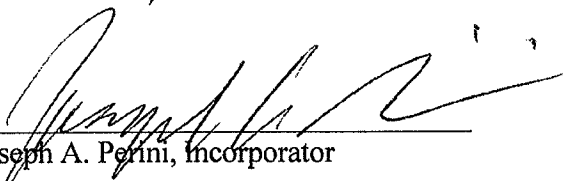
(3). By special legal counsel (a) selected by the board of directors or its committee in the manner prescribed in paragraph (1) and (2) above; or (b) if a quorum of the board of directors cannot be obtained under paragraph (1) above and a committee cannot be designated under

paragraph (2) above, selected by a majority vote of the full board of directors, in which selection directors who are parties may participate; or

(4). By the members of the Association, but directors who are at the time parties to the proceeding may not vote on the determination.

(5). Any director, officer, employee or agent of the association desiring to be indemnified and reimbursed and advanced for expenses who is either unable to obtain the determination of entitlement as set forth above or who is dissatisfied with the results of the determination may apply to the court conducting the proceeding or to the Circuit Court of the County of Hanover for an order directing the Association to make advances and reimbursement for expenses and to provide indemnification and neither the failure of the Association to make a determination concerning indemnification and expenses nor the determination by the Association that the applying director, officer, employee or agent is not entitled to receive advances and/or reimbursement or indemnification shall create a presumption to that effect or otherwise of itself be a defense to such application for advances of expenses, reimbursement or indemnification. The provisions of this section shall not be exclusive and shall be in addition to and not by means of limitation of any rights which any director, officer, employee or agent may have under the Virginia Nonstock Corporation Act or any other provisions of applicable law. Nothing set forth herein shall be deemed to prevent the Association from providing for advances of expenses, reimbursement or indemnification permitted by the Virginia Nonstock Corporation Act.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the Commonwealth of Virginia, I, the undersigned, the incorporator of this corporation, have executed these Articles of Incorporation this 30 day of JANUARY, 2009.



Joseph A. Perini, Incorporator