

**ARTICLES OF INCORPORATION  
OF  
VANCE LEVEL HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of the Virginia Non-Stock Corporation Act, the undersigned have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is VANCE LEVEL Homeowners Association, Inc., its successors and assigns, hereinafter called 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 management, maintenance and care of certain real estate as described in Exhibit "A" and common areas, to preserve and promote the unique and valuable shoreline eco-system and waterways that are part of the Homeowners Association's property, to advance the growth of wildlife, plant cultures, aqua life and the natural resources of the area, to retain the natural and unaltered characteristics of the waterfront portion of the property as well as to provide a means whereby the Owners, acting together, may provide for the management, maintenance and care of the sewage pump station, equipment therein, sanitary sewer lines and other appurtenances and structures associated therewith, the Common Area, the Neighborhood Common Areas, entryway and stormwater facility and for this purpose 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, of all charges or assessments pursuant to the Declaration and Bylaws; (c) pay all expenses of the Association; (d) subject to the Declaration and the Bylaws, acquired, 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 and (e) have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Stock Corporation Act of the Commonwealth of Virginia may 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 Common Areas and the Neighborhood Common Areas and other than by a rebate of excessive dues, fees and assessments) to the benefit of any private individual.

## ARTICLE III

### DEFINITIONS

Section 3.1. "Common Area: and "Neighborhood Common Areas" as set forth herein shall man all real property (including the improvements thereto) to be decded to, owned by or used by the Association for the common use and enjoyment of the owners which includes any monumentation or signage and surrounding landscape, mechanical or irrigation improvements, identifying this neighborhood, notwithstanding the fact that said monument or sign is physically located on property owned by others.

Section 3.2. "Association" shall mean and refer to VANCE LEVEL Homeowners Association, Inc., its successors and assigns.

Section 3.3. "Member" shall mean every owner of a lot in the subdivision known as "VANCE LEVEL."

Section 3.4. "Lot" shall mean any parcel of real property designated as a Lot on any recorded subdivision plat, with the exception of the Common Area, which has been subjected to the scheme of the Declaration.

Section 3.5. "Public Purchaser" shall mean any person or other legal entity, other than a developer, who becomes an Owner of any Lot within "VANCE LEVEL" subdivision.

Section 3.6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same as merged) of any Lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise herein, "Owner" shall not include one who has merely contracted to purchase any property nor shall "Owner" include a lessee or tenant of a Single Family Residence.

Section 3.7. "Single Family Residence" shall refer to a structure containing a dwelling unit located on a separate Lot.

Section 3.8. "Parcel" shall mean any portion of the Properties subdivided from the residue thereof.

Section 3.9. "Properties" shall mean and refer to that certain real property as may hereafter be brought within the scheme of the Declaration and the jurisdiction of the Association.

Section 3.10. "Stormwater Facility" shall mean and refer to the dam and overflow pipe that drains any lake.

## ARTICLE IV

### PRINCIPAL OFFICE

The principal office of the Association is located at a place designated by the members of the Association. It shall not be necessary to amend these Articles when such principal office changes.

## ARTICLE V

### REGISTERED OFFICE AND REGISTERED AGENT

The initial registered office of the corporation is located in the City of Chesapeake, Virginia, and its address is 308 Cedar Lakes Drive, 2<sup>nd</sup> Floor, Chesapeake, Virginia 23322. The name of its initial registered agent is Basnight, Kinser, Telfeyan, Leftwich & Nuckolls, P.C., a domestic stock corporation authorized to transact business in the Commonwealth of Virginia, whose business address is the same as the initial registered office of the corporation.

## ARTICLE VI

### MEMBERSHIP

Section 6.1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to, and shall not be separated from, ownership of any Lot. Upon the recordation of the deed to a Lot, the membership of the selling Owner shall cease and the purchasing Owner shall become a Member of the Association.

a. Every person or entity who is a record owner of any lot is entitled to membership and voting rights in the Association. Membership is appurtenant to, and inseparable from, ownership of the Lot.

b. If the association is dissolved, the assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

c. Amendment of the Articles of Incorporation requires the approval of at least 2/3 vote of the lot owners.

d. Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of the Articles, require prior approval of HUD/VA.

## ARTICLE VII

### BOARD OF DIRECTORS

Section 7.1 Number. Except as provided below, the number of directors shall be fixed

in accordance with the Bylaws, or in the absence of such a bylaw shall be three (3).

The number of directors constituting the initial Board of Directors shall be three (3), each of whom shall serve for one year terms, or until their successors are elected and take office; and the names and addresses of the persons who are to serve as initial directors are as follows:

<u>Name</u>	<u>Address</u>
Robert R. Kinser	308 Cedar Lakes Drive, Chesapeake, VA 23322
W. Preston Fussell	1401 Precon Drive, Chesapeake, VA 23320
William B. Cross	321 Great Bridge Boulevard, Chesapeake, VA 23320

**Section 7.2. Election of Directors.**

(a) Within eighteen (18) months of date, the Board of Directors shall call a special meeting of Members at which meeting all initial directors shall resign and the Owners shall elect successor members of the Board. Thereafter, nominations for election to the Board of Directors shall be made from the floor and may also be made by a nominating committee, if such a committee is established by the Board of Directors. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

(b) A director shall be elected at the first meeting of the Association and at each annual meeting thereafter. All eligible Members of the Association shall vote on all directors to be elected and the candidate(s) receiving the most votes shall be elected. Directors shall serve until the next annual meeting following their election. Elections shall be by oral ballot of the Members unless any Member requests a written ballot, in which event elections shall be by written ballot. Votes may be cast by proxy as provided in the bylaws.

(c) At any regular or special meeting of the Association duly called where the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of a director, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Members and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed shall be given at least seven (7) day's notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting.

(d) Vacancies in the Board of Directors occurring for any reason other than the removal of a director by vote of the Members, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors or, in the absence of any remaining directors. Each person so selected shall serve the unexpired portion of the term of

the director being replaced.

## ARTICLE VIII

### LIMIT ON LIABILITY AND INDEMNIFICATION

Section 8.1. Limit on Liability. In every instance in which the Virginia Non-Stock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation or its Members or of the directors or officers of a "community associates" (as defined in the Virginia Non-Stock Corporation Act), any liability of the directors and officers of this Association shall be so limited or eliminated.

Section 8.2. Mandatory Indemnification. The Association shall indemnify any individual who is, was or is threatened to be made a party to a civil, criminal administrative, investigative or other proceeding (including a proceeding by or in the right of the Association or by or on behalf of its Members) because such individual is or was a director or officer of the Association or of any other legal entity controlled by the Association, against all liability (including, without limitation, liabilities resulting from activities performed and decisions made on behalf of the Association) and reasonable expenses incurred by him or her on account of the proceeding, except such liabilities and expenses as are incurred because of his or her willful misconduct or knowing violation of the criminal law. Unless a determination has been made that indemnification is not permissible, the Association shall make advances and reimbursement for expenses incurred by and of the persons named above upon receipt of an undertaking from him or her to repay the same if it is not entitled to indemnification. The Association is authorized to contract in advance to indemnify any of the persons named above to the extent it is required to indemnify them pursuant to this Section 8.2.

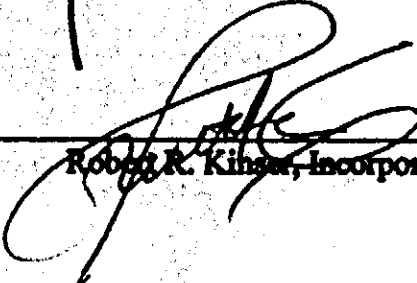
Section 8.2. Miscellaneous. The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Indemnification pursuant to this Article shall not be exclusive of any other rights of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Association and indemnification under policies of insurance purchased and maintained by the Association or other. No person shall be entitled to indemnification by the Association to the extent he or she is indemnified by another, including an insurer.

**ARTICLE IX**

**AMENDMENT**

These Articles of Incorporation may be amended pursuant to Va. Code Ann. Section 13.1-886 and with the approval of the Members.

DATED this 4<sup>th</sup> day of May, 2005.

  
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Robert R. Kinser, Incorporator

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

**AT RICHMOND, MAY 17, 2005**

The State Corporation Commission has found the accompanying articles submitted on behalf of  
**VANCE LEVEL Homeowners Association, Inc.**

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it  
is ORDERED that this

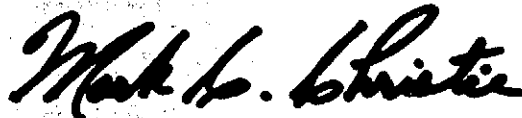
**CERTIFICATE OF INCORPORATION**

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of  
the Commission, effective May 17, 2005.

The corporation is granted 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



**Commissioner**

# Commonwealth of Virginia



## State Corporation Commission

*I Certify the Following from the Records of the Commission:*

The foregoing is a true copy of all documents constituting the charter of VANCE LEVEL Homeowners Association, Inc. on file in the Clerk's Office of the Commission.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:  
September 16, 2009*

*Joel H. Peck*  
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Joel H. Peck, Clerk of the Commission