



Milhaven Homeowner's Association

MILHAVEN, SECTION "1"

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS, made this 22nd day of October, 1990, by MILHAVEN ASSOCIATES, a Virginia General Partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is vested with fee simple title to certain property situated in Tuckahoe Magisterial District, Henrico County, Virginia, described as Milhaven, Section 1, as shown on a plat dated October 5, 1989, made by E. D. Lewis and Associates, P. C., a copy of which is recorded in the Clerk's Office of the Circuit Court, Henrico County, Virginia, in Plat Book 91, Page 79 (the "Property"), reference to said plat being hereby made for a more particular description of the Property; and

WHEREAS, Declarant now desires, and it is the purpose of this Declaration of Restrictions, to declare and make known the covenants and restrictions to which the Property shall be subject;

NOW, THEREFORE, Declarant does hereby declare and make known that the Property is held by and subject to the covenants, easements, rights of way, restrictions, conditions and limitations set forth below, which shall run with the land and which shall be binding on Declarant and all persons, firms and corporations claiming under them until they shall expire.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot except for use as a private, one-family residence; provided, however, that the usual outbuildings, including a private garage, may be permitted if approved by Declarant as provided herein.

2. No improvements, including without limitation a dwelling, accessory structure or addition, such as a carport, porch, sidewalk, roof, radio tower, lamp post, mailbox, fence, garage or other outbuildings, landscaping, antenna or similar device, or exterior color or siding material change, shall be made, erected, altered or replaced, unless two sets of detailed plans and specifications, including a site plan locating all such improvements and describing exterior finishes (material and color, including roof) have first been submitted to and approved by Declarant in writing. There shall be strict compliance with this requirement.

3. Declarant reserves unto itself the right and privilege to install gas lines, water lines, sewer lines, storm sewers, electric lines, telephone and telegraph poles, lines and wires, and other utilities and appurtenances in the streets and roads of the subdivision and along the property lines of the lots, and to grant to other persons, companies or corporations any or all of such rights and privileges, but the reservation of such rights shall not relieve any grantee from the obligation to pay the usual and customary charges made with respect to his property for the

installation and/or connection of utilities.

4. In considering request for approval of fences and hedges the following general guidelines will be applied:

A. No fence shall be permitted in the front yard of any lot (between the building setback line and street line).

B. No fence or hedge shall generally be permitted higher than 42 inches.

C. No chain link fences or fences of other materials similar in nature or appearance will be permitted.

Declarant may in its absolute discretion waive or modify these guidelines, and consider such other criteria as it shall deem appropriate.

5. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than four (4) square feet advertising the property for sale or rent, or signs used by a builder or sub-builder to advertise the property during the initial construction and sales period, unless first approved in writing by Declarant.

6. No use shall be made of any lot, or any part thereof, which constitutes a nuisance or will adversely affect the value or marketability of other lots in the subdivision. No stables, swine, sheep, cows or the like shall be permitted on the property. All trash, garbage and/or rubbish shall be kept in sanitary containers located so as not to be visible from a public street except as necessary for limited times in connection with pickup and removal by disposal services.

7. No driveway, entrance-way, or sidewalk shall be constructed on any lot unless approved as provided in paragraph 2.

8. No swimming pool shall be located nearer to any street line than the rear building line of the dwelling. No swimming pool shall be placed or constructed on any lot unless the sides of such pool extend less than 2' above the ground level. No swimming pool shall be constructed on any lot unless approved as provided in paragraph 2.

9. No structure of a temporary character or any trailer, tent, barn or other outbuildings, shall be used on any lot at any time as a residence, either temporarily or permanently.

10. No trees over six (6) inches in diameter shall be removed without the prior written approval of Declarant.

11. No portable air conditioning units will be placed in any window of a dwelling or other building if visible from a public street.

12. No exterior television (including "dish" type) or other antennas shall be permitted to extend over five (5) feet above the roof line of any building.

13. No motor vehicle will be parked on or adjacent to any lot which does not have a current state license, state inspection sticker and county license, and no commercial vehicle, such as, by way of illustration, a school bus, delivery truck, or other large vehicle or equipment, will be parked on a street in the subdivision or on any lot. No recreational vehicle (mobile home, camping trailer, and other similar vehicles) shall be parked on a street

in the subdivision, or on a lot except in a driveway shown on plans which have been approved as provided in paragraph 2.

14. Any one or more of the covenants or restrictions imposed by paragraphs 1 through 13 above may be waived or modified, in whole or in part, as to the entire subdivision or any part thereof, by written instrument signed by Declarant and recorded where these restrictions are recorded.

15. In addition to the foregoing conditions and restrictions, the lots shall be subject to easements for drainage and utilities, including power and telephone lines, as shown on the subdivision plat, and any other easements of record at the time of conveyance of any lot.

16. Invalidation of any one of the provisions of these restrictions by judgment, court order or otherwise, shall in no way affect any of the other provisions, which shall remain in full force and effect.

17. Declarant reserves the right to assign and transfer to any person, persons or entity all of its rights provided herein, and in such event such transferee shall have and may exercise all such rights to the same extent as if he, they or it were the original creator of these restrictions.

18. Declarant shall have the full right and privilege to enforce this and all other restrictions and conditions contained herein by appropriate proceedings at law for damages and/or in equity for appropriate injunctive relief and restraining orders to prevent violations, or to require violations to be corrected,

together with damages sustained, including without limitation attorneys' fees and costs. In addition, any lot owner shall, after dwellings have been completed and conveyed to the first purchaser thereof on seventy-five percent (75%) or more of the lots hereinabove referred to, have the same right, at his, her or its expense, to enforce compliance with these restrictions as is provided in this paragraph.

19. These restrictions shall run with the land and be binding upon any and all succeeding land owners, their personal representatives, estates, heirs, devisees, assigns or successors in interest or any other parties having or taking an interest in or to, the Property, or any part thereof, so long as the Property or any part of it is zoned for single family residential use, or its equivalent permitting as principal uses the uses set forth herein, for a period of twenty-five (25) years from the date of recordation, and shall automatically be extended for successive periods of ten (10) years, unless otherwise provided in a written instrument executed by the owners of a majority of the lots in the subdivision, unless a release, waiver or breach of any one or more of the restrictions contained herein, or any part thereof, is required or agreed to by the Board of Supervisors of Henrico County, or other governmental authority having jurisdiction over the Property.

20. (a) Declarant, as owner of all the Property subjected to the Declaration, shall, at such time as it deems appropriate, cause to be incorporated under the laws of the Commonwealth of

Virginia a non-profit corporation to be named "The Milhaven Homeowner's Association", or a similar name (the "Association").

(b) Upon its creation, the Association shall at its expense maintain all easements conveyed to the Association, common areas, if any, including, but not limited to, all buffer strips and signs identifying Milhaven.

(c) At such time as it is determined that the improvements in the common area, if any, are complete, Declarant will convey to the Association, and the Association will accept, all of the right, title and interest of Declarant in and to any portion of the common area, for which the Association will, as provided herein, become responsible for maintenance.

(d) The initial Board of Directors of the Association, and for so long as less than eighty-five percent (85%) of the lots are owned by persons occupying or acting as lessors of dwellings constructed on the lots ("Homeowners"), will consist of three directors appointed by Declarant. All lot owners ("Owners"), whether ownership commenced prior to or after the formation of the Association, shall automatically become members of the Association. Declarant, so long as it is an Owner, shall be a voting member. At such time as eighty-five percent (85%) or more of the lots are owned by Homeowners, the Board of Directors will be enlarged to five members and four of the directors shall be elected as provided in subparagraph (e) next following. A designee of Declarant shall serve as the fifth director until the later of January 1, 1993 or when all lots are sold to Homeowners.

(e) Subject to the provisions of subparagraph (d) immediately preceding, only one vote may be cast per lot in the election of directors, and in all other matters on which the members are entitled to act. Directors shall be elected annually to serve for one year.

(f) Funds to operate the Association will be provided by assessment of its members. The amount of such assessment shall be fixed from time to time by a meeting of the members called by the Board of Directors for the purpose. At such meeting the Board of Directors shall submit to the members its estimate of the total cost to be incurred by the Association for the ensuing year, or such other period as shall be acceptable to the members, and each member shall thereupon become liable for his, her or its pro rata share of such total based upon the ratio of the number of lots owned by each member to the total number of lots owned by all members, which shall be payable as determined by the Board of Directors. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof. For this purpose, common areas and easements, so designated on recorded plats, and street rights-of-way, shall not be deemed owned by any member. For purposes of such assessment, Declarant shall not be deemed a member with respect to any lots owned by it.

In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in

part, the cost of any reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessments shall have the consent of the owners of two-thirds (2/3rds) of the lots who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

(g) Any assessments by the Association which are not paid by an Owner within such time as shall be established by vote of the members at the meeting at which the assessment is made, or in the by-laws of the Association, shall bear interest at a rate per annum determined by the Board of Directors or as provided in the bylaws, from such date until paid, and shall constitute a lien upon the lot owned by such member. Such lien shall have priority over all other liens, including without limitation mortgages, deeds of trust or any other lien hereafter placed upon any lot, except a first mortgage or deed of trust securing a loan by a bona fide institutional lender, to which such lien shall be subordinate. No Owner may waive or escape liability for the assessments provided for herein by non-use of any common area or easement of by-abandonment. No sale or other transfer shall relieve any Owner from liability for any assessments due nor any lot from the lien of any assessment. The amount of such lien may be enforced by suit or otherwise, at the election of the Association, and the Owner

will reimburse the Association for all attorneys' fees and expenses incurred in so doing, the amount of which shall also constitute a lien on the lot as herein provided. Notwithstanding the above, a party who acquires title to a lot by virtue of the foreclosure of a lien secured by a first mortgage or deed of trust to which this lien is subordinate, or by a deed or assignment in lieu of foreclosure of such a mortgage or deed of trust, shall take title free of any liability of lien chargeable to such lot on account of any period of time prior to such acquisition of title. Said acquiring party shall, however, be bound by the provisions of this Declaration, including without limitation assessments effective after said acquisition of title.

IN WITNESS WHEREOF, Declarant has caused its name to be signed hereto by its duly authorized officer, all as of the day and year first above written.

DECLARANT: MILHAVEN ASSOCIATES
a Virginia General Partnership
By: Robert M. Attack
Robert M. Attack, General Partner

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Norfolk, to-wit:

The foregoing instrument was acknowledged before me this 22nd day of October, 1990, by Robert M. Attack, General Partner of Milhaven Associates, a Virginia General Partnership, on behalf of said partnership.

My commission expires: 3/31/93
Circe Sheppard
Notary Public

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF HENRICO
This Deed was presented, and with the Certificate annexed admitted to record
on APR 0 1 1991, at 12:09 o'clock P. M.

State Tax	_____
County Tax	_____
Grantor's Tax (120)	_____
(220-A)	_____
Transfer Fee	_____
Clerk's Fee	<u>18.00</u>
VSLF 145	<u>1.00</u>
Total	\$ <u>19.00</u>

Margaret B. Baker
Clerk

file
Mail to: Fornville - attack

BYLAWS
OF
THE MILHAVEN HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is The Milhaven Homeowners Association (the "Association"). The initial principal office of the corporation shall be located at 4435 Waterfront Drive, Suite 100, Innsbrook Corporate Center, Glen Allen, Virginia 23060, but meetings of members and directors may be held at such places within the Commonwealth of Virginia as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Association" shall mean and refer to The Milhaven Homeowners Association, its successors and assigns.

Section 2. "Milhaven Associates" shall mean and refer to Milhaven Associates, a Virginia general partnership.

Section 3. "Common Area" shall mean all real property owned by or any easement conveyed to the Association for the common use and enjoyment of the Owners.

Section 4. "Declaration" shall mean and refer to the "The Milhaven, Declaration of Restrictions" applicable to the Property.

Section 5. "Homeowner" shall mean and refer to a Member who occupies or acts as a lessor with respect to a dwelling constructed on a Lot.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the

exception of the Common Area.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided for in the Declaration.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 9. "Property" shall mean and refer to that certain real property described in the "The Milhaven, Declaration of Restrictions" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter (unless such date falls on a Saturday, Sunday or holiday, in which event the next following weekday not a holiday shall be the date of the meeting).

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each

meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meeting of Members, each Member may vote in person or by proxy. All proxies shall be in writing according to the approved form of proxy attached hereto as Exhibit "A", and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SECTION: TERM OF OFFICE

Section 1. Number. The initial Board of Directors and for so long as less than eight-five percent (85%) of the Lots are owned by Homeowners, will consist of three (3) directors appointed by a designee of Milhaven Associates, who need not be members of the Association. Thereafter there shall be five (5) directors, who need not be Members of the Association.

Section 2. Term of Office. As the first annual meeting after eighty-five percent (85%) of the Lots are owned by Homeowners, the Members shall elect two directors for a term of one year, two directors for a term of two years and one director for a term of three years; provided, however, that a designee of Milhaven Associates shall serve as one director until the later of September 1, 1992 or all Lots are sold to Homeowners.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Upon the death, resignation or removal of a director, a successor shall be selected by the remaining Members of the Board, except in the case of the designee of Milhaven Associates who shall be replaced by another designee of Milhaven Associates and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to that Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors

shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or Non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guest thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights of a Member during any

period in which the Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant if such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting, when such statement is requested in writing by one fourth (1/4) of the Members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and see that their duties are properly performed;

(c) As more fully provided in the declaration, to:

(i) Fix the amount of the annual assessment to every Owner subject thereto at least thirty (30) days in advance

of each annual assessment periods, and

(ii) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and

(iii) Foreclose the lien against any Lot for which assessments are not paid within ninety (90) days after the due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president, who shall at all times be a Member of the Board of Directors, a secretary and a treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless any shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices

except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The vice president, if any, shall act in the place and stead of the president upon the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring a seal; serve notice of meetings of the Board and of the Members, keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a certified public

accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at their regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee and a Nominating Committee. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The book, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear

interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "The Milhaven Homeowners Association" (or an easily recognizable abbreviation thereof).

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. If there is any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and if there is any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and End on the 31st of December of every year, except that the first fiscal year shall begin on the date of

incorporation.

IN WITNESS WHEREOF, we, being all of the directors of The
Milhaven Homeowners Association, have hereunto set our hands the
10th day of April, 1991

Robert M. Attack
Robert M. Attack, Director

Cindy L. Sheppard
Cindy L. Sheppard, Director

P. Thomas Prior
P. Thomas Prior, Director

EXHIBIT A

Number of Votes: _____

PROXY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned [does] [do] hereby constitute and appoint _____, _____, and _____, any one of whom may act, [my] [our] true and lawful attorney[s] to vote as proxy for and on behalf of the undersigned member of The Milhaven Homeowners Association (the "Association"), at the meeting of the members of the Association to be held at 4435 Waterfront Drive, Innsbrook Corporate Center, Glen Allen, Virginia at _____: _____ .m. on _____, 19_____, or at any adjournment thereof, with all the power the undersigned would possess if personally present, upon the following matters:

For _____ Against _____

For _____ Against _____

[Matters to be voted upon]

For _____ Against _____

This is a limited power of attorney valid only for the meeting herein identified, and may be valid only for the meeting herein identified, and may be withdrawn by the undersigned if personally present at the meeting.

Date: _____, 19_____

Name of Owner

Witness: _____

By

Title

ARTICLES OF INCORPORATION

OF

THE MILHAVEN HOMEOWNERS ASSOCIATION, INC.

The undersigned hereby forms a nonstock corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia of 1950, as amended, and to that end adopts the following Articles of Incorporation for such Association.

ARTICLE I - Name

The name of the Association is the Milhaven Homeowners Association, Inc.

ARTICLE II - Powers and Purposes

The purposes and powers of the Association are as follows:

- (a) To manage, maintain and care for all easements reserved for the benefit of Homeowners, common areas, if any, including buffer strips, medians (or islands) in the roads and at entrances to Milhaven, signs identifying Milhaven and all decorative structures and other amenities located in Milhaven, located in Henrico County, Virginia.
- (b) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, sell, lease, transfer, mortgage, encumber, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, but only in accordance with the purposes of the Association.
- (c) To fix and levy upon Owners regular and special assessments and to enforce payment thereof, by any lawful means, to pro-

vide resources for the Association (i) to implement the provisions of the Declaration and (ii) to pay the expenses of the Association incident to the conduct of its business.

(d) To do any and all things and act that the Association, from time to time, in its discretion, may deem to be for the benefit of the Property and the Owners thereof or advisable, proper or convenient for the promotion of the peace, health, comfort, safety or general welfare of the Owners thereof; and further, the Association shall have the powers, rights and privileges as an individual to conduct any and all business that an Association organized under the Virginia Nonstock Corporation Act may now or hereafter have or exercise and that is not required, however, that notwithstanding any other provisions of these Articles, the Association shall not carry on any activities not permitted to be carried on by a homeowners association exempt from federal income tax under Section 528 of the Internal Revenue Code of 1954, as amended, or the corresponding provision of any future Internal Revenue law.

(e) The Association is not organized for profit, nor shall it have any power to issue certificates of stock or pay dividends and no part of the net earnings or assets of the Association shall inure to the benefit of or be distributed, upon dissolution or otherwise, to any member of the Association, director, officer or other natural person. The Association may enter into contracts with Milhaven Associates or with any other person (including any member, officer, or director), and may pay compensation in reasonable amounts for services rendered.

ARTICLE III - Membership

All Owners shall be members of the Association. Milhaven Associates, so long as it owns any Lots subject to the Declaration shall also be a member of the Association, but will not be required to pay any assessments. Any creditor of an Owner who becomes an Owner by acquiring title to a Lot pursuant to foreclosure shall be a member of the Association.

Governmental entities and tenants of Owners of Lots shall not be members of the Association.

ARTICLE IV - Directors

The affairs of the Association shall be managed under the direction of a Board of Directors consisting of three (3) directors. The initial Board of Directors and all directors throughout the Declarant Control Period will be appointed by Milhaven Associates. Directors not appointed by Milhaven Associates shall be elected by the other members of the Association at the annual meeting of the Association. Each member of the Association shall be entitled to one vote for each Lot. Directors shall be elected to serve for one year terms. Directors need not be members of the Association.

ARTICLE V - Registered Office, Registered Agent

The address of the initial registered office of the Association is 4435 Waterfront Drive, Suite 400, Glen Allen, Virginia 23060. The name of the County in which the initial registered office is located is the County of Henrico. The name of the

initial registered agent is Robert M. Atack who is a director of the Milhaven Homeowners Association and a resident of the Commonwealth of Virginia and whose business address is identical with the registered office of the Association.

ARTICLE VI - Mergers

To the extent provided by law, the Association may participate in mergers with other non-profit associations in the community organized for the same purpose, provided, however, that any such mergers shall require approval by the vote of more than two-thirds (2/3) of the members at a meeting duly called for such purpose.

ARTICLE VII - 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. If such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization devoted to such similar purposes.

ARTICLE VIII - Definitions

The following words and terms when used in these Articles of Incorporation (unless the context shall clearly indicate otherwise), shall have the following meanings:

(a) "Association" shall mean The Milhaven Homeowners Association.

(b) "Declaration" shall mean the Declaration of Rights,

Easements, Restrictions, Covenants, Affirmative Obligations and Conditions Applicable to All Property in Milhaven.

(c) "Homeowner" shall mean an Owner who occupies or acts as a lessor with respect to a dwelling constructed on a Lot.

(d) "Milhaven Associates" shall mean Milhaven Associates, a Virginia General Partnership.

(e) "Lot" shall mean each lot shown on those certain subdivision plats filed for record in the Clerk's Office in Plat Book 91, page 79, and on any other subdivision plat filed in the Clerk's Office with respect to the Property including easements.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding those holding such interest merely as security for the performance of an obligation and those building homes for resale.

Dated: March 5, 1991



Robert M. Atack
Incorporator

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, April 10, 1991

This is to Certify that the certificate of incorporation of
MILHAVEN HOMEOWNERS ASSOCIATION, INC.

*was this day issued and admitted to record in this office
and that the said corporation is authorized to transact its
business subject to all the laws of the State applicable to the
corporation and its business. Effective date: April 10, 1991*



State Corporation Commission

William J. Bridge

Clerk of the Commission