

**BYLAWS  
OF  
THE OAKS AT FENTON MILL HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is The Oaks at Fenton Mill Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 373 Edwin Drive, Virginia Beach, Virginia 23462, but meetings of members and directors may be held at such places within the State of Virginia as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

Section 1. "Association" shall mean and refer to The Oaks at Fenton Mill Homeowners Association, Inc., a nonstock Virginia corporation, its successors and assigns.

Section 2. "Developer" shall mean and refer to The R.A. Lawson Corporation, a Virginia corporation, its successors and assigns if such successors or assigns should acquire from Developer its remaining interest in the Properties referred to in the preamble of the Declaration for the purposes of development. "Development" shall mean and refer to the orderly subdivision of such Properties and the construction thereon of private and/or public water facilities, sewer facilities, streets and/or drainage facilities to serve said Properties for the purpose of selling same in the ordinary course of business to Builders.

Section 3. "Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions, Restrictions and Easements made by the Developer, and recorded in the Clerk's Office of the Circuit Court of the County of York, Virginia, as supplemented or amended.

Section 4. "Lot" shall mean and refer to that portion of the Properties which is designated on any subdivision plat of the Properties as numbered or lettered building site of land upon which a detached single family dwelling is constructed, but shall not include any lot otherwise designated.

Section 5. "Member" shall mean and refer to those persons entitled to membership as provided in Article III hereof.

Section 6. "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 persons or entities having such interest merely as security for the performance of an obligation.

Section 7. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, Restrictions and Easements hereinafter described.

### ARTICLE III

#### MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including contract sellers, which are subject by the Declaration to assessment by the Association, 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. No Owner shall have more than one membership (although an owner may have more than one vote as hereinafter set forth). Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment, as aforesaid, by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership Rights. During any period in which a Member shall be in default in the payments of any annual or special assessment levied by the Association for a period of thirty (30) days or more the voting rights of such Member shall be suspended by the Board of Directors until such assessment has been paid.

Section 3. Voting Rights. The Association shall have one class of voting membership:

Class A. Class A Members shall be all those Owners as defined in this Article III, and the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by this Article III. When more than one person holds such interest in any Lot, all such persons shall be Members, and the vote or votes for such Lot shall be exercised as the majority of such persons among themselves determine. At any meeting of the Members, a representation by any of such persons that a majority of such persons have agreed as to the vote or votes for such Lot shall be conclusive unless another such persons contest such representation at such meeting prior to the casting of such vote or votes.

## ARTICLE IV

### BOARD OF DIRECTORS, SELECTION TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors of no less than three (3) nor more than five (5) directors who need not be Members of the Association. The number of directors (within the numerical limits stated above) shall be fixed, from time to time, by resolution of the Board of Directors of the Association.

Section 2. Election and Term of Office. At the first annual meeting after expiration of the Period of Developer Control, the Members shall elect one (1) of the directors for a term of one year, two (2) of the directors for a term of two years and the remainder of the directors for a term of three years; thereafter, the term of each director shall be two (2) years. Any vacancy occurring in the initial term of any subsequent term of the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, and any vacancy not so filled shall be filled at the next succeeding meeting of the Members of the Association. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director whose position he was elected to fill.

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. In the event of death, resignation or removal of a director, his successor shall be selected as set forth in Section 2 of this Article IV.

Section 4. Compensation. No director shall receive compensation for any service rendered to the Association other than in a professional capacity such as attorney, certified public accountant, architect and the like. Any director may be reimbursed for his actual out-of-pocket expense incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting.  
By obtaining the written approval of all the directors, the directors shall have the right to take any action in the absence of a meeting which they could take at a meeting. 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 of the members. Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more other persons who are Members of the Association or Members of the Board of Directors. The Nominating Committee shall be selected by the President and approved by the Board of Directors prior to each annual meeting of the Members, to serve until the close of that 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 to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. 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 beginning with the calendar year 2007, at least quarterly, without notice, on such day, and at such place and hour, as may be fixed from time to time by resolution of the Board. Should said 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 (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the 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) appoint and remove officers of the Association and establish their compensation, if any;
- (b) 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;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from two (2) consecutive regular meetings of the Board of Directors; and
- (d) employ a manager, accountant, lawyer or other independent contractor, or such other employee as they deem necessary, and to prescribe their duties and fix their compensation.

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

- (a) to cause to be kept a complete record of all its acts and corporate affairs and to present a written summary thereof at the regular annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members (as defined in the Declaration and Articles of Incorporation) who are entitled to vote;
- (b) to supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XII of these Bylaws; 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

(d) to issue, or to 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) to procure and maintain adequate liability, hazard or other insurance for the protection of the Association;

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

(g) to prepare, or cause to be prepared, on an annual basis, for each forthcoming fiscal year (as defined in Article XVI hereof), a complete, itemized and detailed operating budget for each fiscal year, prepared in accordance with generally accepted accounting principles and practices, which budget shall:

(i) be submitted for approval and adoption by resolution of the Board prior to each annual meeting of the members, and

(ii) shall be presented to the members at such annual meeting, for adoption and approval by a majority of a quorum of the members present in person or by proxy at such meeting;

(h) to prepare, or cause to be prepared, the annual Federal and State corporate income tax returns, which shall be filed in a timely manner.

## ARTICLE VIII

### MEETING OF MEMBERS

Section 1. Annual Meetings. Commencing with the year 2007, the annual meeting of the members shall be held on the third Wednesday of May of each year at the hour of 7:00 p.m., or at such other date and time as the Board of Directors shall designate in writing and with proper advance notice to the Members.

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 Class A 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 either personally or by mailing a copy of such notice, postage prepaid, not less than 10, nor more than 50, days before the date of such meeting to each Member entitled to vote thereat, addressed to the Member at his 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, in person or by proxy, of Members entitled to cast one-quarter (1/4th) of the votes of each class of Membership 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 the 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 meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. No proxy shall be valid for a period longer than eleven (11) months. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

## ARTICLE IX

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, one or more Vice-Presidents, a Secretary, 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 or until his successor is elected and takes office, unless he 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 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 as enumerated in Section 1 of this Article shall be filled by appointment by the Board of Directors. 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 and of the Members; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments in the name and behalf of the Association and shall co-sign all checks and promissory notes.

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his 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 said 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 co-sign all checks and promissory notes of the Association; keep proper books of account; cause

an annual review (and where specifically requested by the Board of Directors an audit) of the Association's books to be made by a 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 Membership at its regular annual meeting.

## ARTICLE X

### COMMITTEES

Section 1. The President, with the approval of the Board of Directors, shall select a Nominating Committee, as provided in these Bylaws. In addition, the President, with the approval of the Board of Directors, may appoint other committees as deemed appropriate in carrying out its purposes, such as (but not limited to):

(a) A Publicity Committee which shall inform the Members of all activities and functions of the Association, and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Association;

(b) An Audit Committee which shall supervise the annual review or audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the Membership at its regular annual meeting, as provided in Article X, Section 8(d). The Treasurer shall be an ex officio member of the Audit Committee; and

Section 2. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties and

activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, directors or officer of the Association as may be concerned with the matter presented. Architectural control shall be the responsibility of the Architectural Review Board as set forth in the Declaration.

## ARTICLE XI

### BOOKS AND RECORDS

The books, 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 the 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 XII

### ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. By the Declaration, each Member is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien and charge upon each Lot against which each such assessment is made and sale or transfer of any such Lot shall not affect the validity of the assessment lien. Each such assessment, together with such interest, costs and

reasonable attorney's fees shall also be the personal obligation of the person or corporation who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Anything contained herein or in the Declaration to the contrary notwithstanding, special assessments may be levied by the Association for the purpose of indemnifying any officer, director or employee thereof in connection with any legal action against such officer, director or employee arising out of the good faith actions of such parties in their official capacities.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes set forth herein and in the Declaration.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following of the conveyance of the first Lot to an Owner, the maximum annual assessment imposed upon each member shall be Four Hundred Twenty and no/100ths Dollars (\$420.00) per lot, and the maximum annual assessment imposed upon Developer for each Lot not containing a dwelling for which a certificate of occupancy has been issued shall be one-quarter (1/4<sup>th</sup>) of such amount.

(a) From and after January 1 of the year immediately following the conveyance of a first Lot to an owner, the maximum annual assessment may be increased each year by an annual increase not to exceed twenty percent (20%) without a vote of the membership as set forth in Section 4 below.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased above the amounts specified in Subparagraph (a) above by a majority vote of the then owners of Lots or Lots and buildings in The Oaks at Fenton Mill at a meeting of the Members as set forth pursuant to Section 4 below.

(c) After consideration of current operating and maintenance costs and the future needs of the Association, the Board of Directors, thereof may fix annual assessment at an amount not in excess of the maximum.

Section 4. Quorum for Any Action Authorized Under Sections 3 and 4.

At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty percent (50%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the applicable notice requirement, at which subsequent or postponed meeting the quorum requirement shall be one-half (1/2) of that required at the preceding meeting; provided, however, that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the recordation of the Declaration. The first annual assessment shall be adjusted according to the number of full calendar months remaining in the calendar year. The annual assessments for

subsequent years shall be due and payable on the 1st day of January of each year unless otherwise established by resolution of the Board of Directors of the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; but in the absence of such action by resolution of the Board of Directors, the annual assessment shall be in the amount last fixed. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on any Lot. Foreclosure of any such first mortgage or first deed of trust shall extinguish such lien for assessments due prior to such foreclosure (but such assessment lien shall attach to any excess proceeds of the foreclosure), and no such foreclosure shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment which is not paid when due shall be deemed delinquent. If the assessment, or any part thereof, is not paid within ten (10) days after the due date, the Board of Directors of the Association may at its

option impose a late payment fee of Thirty Dollars (\$30.00), and the assessment shall bear interest from the due date at the maximum rate permitted by applicable law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-participation in the activities of the Association or by abandonment of his Lot. In the event of default in the payment of any assessment when due, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, including without limitation, by either or both of the following procedures:

(a) Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner and Member to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with late payment fees interest thereon at the rate herein above provided from the date of delinquency, and costs of collection, including actual attorney's fees incurred.

(b) Enforcement of Lien. The Declaration creates a lien, with power of sale, on each and every Lot within the Properties, to secure payment to the Association of any and all assessments and other sums levied against any and all Owners together with late payment fees, interest thereon at the rate herein above provided from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including actual attorney's fees incurred. If such assessment is not paid when

due, the Association may elect to record a memorandum of lien on behalf of the Association against the Lot of which such assessment is delinquent, said memorandum of lien to be recorded in the Clerk's Office of the Circuit Court of the County of York, Virginia. Such a memorandum of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (i) The name of the Owner at the time of the recording;
- (ii) A brief legal description and the street address of such Lot;
- (iii) The total amount claimed to be due on the lien for the amount of the delinquency, late payment fees, interest thereon, costs of collection and attorney's fees;
- (iv) A statement that the memorandum of lien is filed by the Association pursuant to Article VI of the Declaration;
- (v) A statement that a lien is claimed against said Lot in the amount equal to the amount therein stated.

Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the judicial foreclosure of a judgment lien, mortgage or deed of trust as set forth by the laws of the Commonwealth of Virginia, as the same may be modified or amended. The lien provided for in the Declaration shall be in favor of the Association and shall be for the benefit of all Members. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any such Lot. In the event such foreclosure is by action in court, actual attorney's fees incurred, court costs,

title search fees, interest and all other costs and expenses shall be allowed. Each Owner, by becoming an Owner of any Lot expressly consents, and waives any objection to the notice, enforcement and foreclosure of this lien in the manner above provided.

Section 8. Uniform Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots and may be collected as often as monthly.

### ARTICLE XIII

#### CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: THE OAKS AT FENTON MILL HOMEOWNERS ASSOCIATION.

### ARTICLE XIV

#### 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, except that the Federal Housing Administration or the Veterans Administration shall have the right to approve amendments during the Period of Developer Control.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## ARTICLE XV

### INDEMNIFICATION AND INSURANCE

Section 1. Indemnity. The Association may indemnify each director and officer, whether or not then in office, against expense (including attorney's fees), judgments and amounts paid in settlement actually and reasonably incurred by him or her in connection with actions, suits or proceedings arising from his or her relationship with the Association if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the interest of the Association.

The Association may indemnify or agree to indemnify any person who is serving of has served as an employee of the Association against expenses (including attorney's fees), judgments and amounts paid in settlement actually and reasonably incurred by him or her in connection with actions, suits or proceedings arising from his or her relationship with the Association, provided that a majority of the Board of Directors, acting at a meeting at which a quorum consisting of Directors who are not parties to, or threatened with, any such action, suit or proceedings, is present, determine that such employee:

(a) Was not and has not been adjudicated to have been guilty of misconduct in the performance of his or her duty to the Association;

(b) Acted in good faith in what he or she believed to be in, and not opposed to, the best interests of the Association; and

(c) In any matter the subject of a suit or proceeding, had not reasonable cause to believe that his or her conduct was unlawful.

Section 2. Determination. Any director, who is a party to or threatened with any such action, suit or proceeding, shall not be qualified to vote on the determination referred to in Section 1 of this Article. If a quorum of directors, who are not disqualified from voting by reason of being parties to or threatened with such action, suit or proceeding, cannot be obtained, such determination shall be made in a written opinion by an independent legal counsel selected by majority of the disinterested directors, or, in the absence of such a majority, or of disinterested directors, then selected by a majority of the Members of the Association at a special meeting duly called for such purpose.

Indemnification shall not be deemed exclusive or any of the rights to which such director officer or employee may be entitled under these Bylaws, the Articles of Incorporation or other agreements.


Section 3. Insurance. The Board of Directors of the Association may secure and maintain, at the expense of the Association, and if available, such policies of insurance as it may consider appropriate to insure any person who is serving or has served as a director, officer or employee of the Association, against liability and expenses arising out of his or her status as such.


## ARTICLE XVI

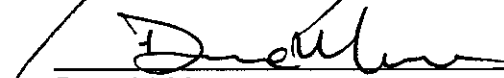
### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day 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 original directors of The Oaks at Fenton Mill Homeowners Association, Inc., have hereunto set our hands.


  
Cynthia Clifton

  
Jack Clifton

  
Donald Moore

STATE OF VIRGINIA  
CITY OF VIRGINIA BEACH, to-wit:


The foregoing instrument was acknowledged before me in Virginia Beach, Virginia, by Cynthia Clifton, this 21 day of MARCH, 2006.

  
Notary Public

My commission expires: 4-30-09

STATE OF VIRGINIA  
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me in Virginia Beach, Virginia, by Jack Clifton, this 21 day of March, 2006.

  
Notary Public

My commission expires: 4-30-09

STATE OF VIRGINIA  
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me in Virginia Beach, Virginia, by Donald Moore, this 21 day of MARCH, 2006.

  
Notary Public

My commission expires: 4-30-09

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