

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BIRKDALE COMMUNITY ASSOCIATION, INC.

ARTICLE I
NAME

The name of the corporation is Birkdale Community Association, Inc., 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 within the development known as "Birkdale" located in the County of Chesterfield, Virginia, as more particularly described in the Master Protections, A Declaration of Covenants, Easements and Restrictions dated November 17, 1988, made by Spring Run Associates, a Virginia general partnership ("Declarant, which term shall include successors as provided in the Master Declaration"), recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia (the "Clerk's Office"), in Deed Book 1990 at page 237, (the "Master Declaration"), as the same may hereafter be further amended or supplemented including without limitation any Supplemental Declaration described in Section 2.3 of the Master Declaration as amended or supplemented (the Master Declaration as amended or supplemented and any Supplemental Declarations as amended or supplemented being collectively referred to as the "Declarations"), and to provide a means whereby the Owners, acting together, may provide for the management, maintenance and care of the Common Areas and for this purpose to: (a) enforce the Declarations 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 Declarations and Bylaws; (c) pay all expenses of the Association; (d) subject to the Declarations and the Bylaws, acquire, 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 Nonstock Corporation Act of the Commonwealth of Virginia may by law now or hereafter have or exercise. No part of the net earnings of the Association shall inure (other than by providing management, maintenance and care of the Common Areas and other than by a rebate of excess membership dues, fees and assessments) to the benefit of any private individual.

ARTICLE III
DEFINITIONS

Except as expressly defined herein, all capitalized terms used herein shall have the respective meanings set forth in the Declarations or in the Bylaws of this Association.

ARTICLE IV
MEMBERSHIP

(a) Every Owner of a Lot shall be a Member of the Association. Membership shall not be separated from ownership of any Lot. Upon the closing of the sale of a Lot, the membership of the selling Owner shall cease and the purchasing Owner shall become a Member of the Association.

(b) The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners including Declarant.

Class B. The Class B Member shall be Declarant. The Class B membership shall terminate on the earliest of the following:

(i) the date on which Declarant ceases to own twenty-five percent (25%) or more of the real estate described in Exhibits A and B to the Master Declaration other than the Golf Course and the Lakes;

(ii) the date on which Declarant executes and records in the Clerk's Office an amendment to the Master Declaration terminating the Class B membership; or

(iii) on December 6, 1998.

ARTICLE V
VOTING RIGHTS

(a) Each Class A Member (including Declarant) shall be entitled to cast one vote for each Lot owned.

(b) As the Class B Member, Declarant shall be entitled to cast two votes for each Lot owned.

(c) Notwithstanding subarticle V(a), if a Lot is designated for multi-family or commercial use, the Owner thereof including Declarant shall be entitled to cast the product of three Class A votes multiplied by the acreage of the Lot. If such product is other than a whole number, the product shall be adjusted upward to the nearest whole number.

(d) The Board of Directors of the Association may suspend the voting rights of any Member subject to assessment during the period when any such assessment shall remain delinquent, but upon payment of such assessment the voting rights of such Member shall automatically be restored.

ARTICLE VI
REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Association, which is located in the City of Richmond, Virginia, is c/o TransAm Corporation, 4312 Grove Avenue, Richmond, Virginia 23221. The name of the initial registered agent of the Association is Richard P. Buckingham, IV, who is a resident of Virginia and a member of the Board of Directors and whose business address is identical with the registered office.

ARTICLE VII
BOARD OF DIRECTORS

(a) The number of directors constituting the initial Board of Directors is three, and their names and addresses are:

J. Kimpton Honey	80 Westham Green Richmond, Virginia 23229
Richard P. Buckingham, IV	5 Raven Rock Court Richmond, Virginia 23229
John C. Streat	8708 Butterfield Avenue Richmond, Virginia 23229

Except for the initial Board of Directors and as provided below, the number of directors shall be as established by the Bylaws, or in the absence of such a bylaw shall be three.

(b) Declarant shall have the right to appoint or remove any member or members of the Board of Directors until such time as the Class B membership terminates. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Declarant the authority to appoint and remove directors of the Association. The directors selected by Declarant need not be Owners or residents within the Properties.

(c) Except with respect to directors appointed by Declarant (and replacements thereof), 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.

(d) At the first meeting of the Association after termination of the Declarant's right to appoint directors, five directors shall be elected. All eligible Members of the

Association shall vote on all directions to be elected and the candidate(s) receiving the most votes shall be elected. The candidates receiving the three highest number of votes shall serve terms of two years. The candidates receiving the next two highest number of votes shall serve terms of one year. Commencing with the next annual meeting, directors elected to succeed those whose terms have expired will be elected for a term of two years.

(e) Except with respect to directors appointed by Declarant, 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 the 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) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting.

(f) Vacancies in the Board of Directors occurring for any reason, other than the removal of a director by vote of the Association, 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, vacancies may be filled by the Declarant. Each person so selected shall serve the unexpired portion of the term of the director being replaced. Notwithstanding the foregoing, Declarant shall fill all vacancies in the Board of Directors arising before the termination of the Class B membership.

(g) Any representative of Declarant serving on the Board of Directors of the Association shall not be required to disqualify himself or herself upon any vote upon any management contract or other contract or lease between Declarant (or any individual, partnership or corporation having an identity of interest with Declarant) and the Association.

ARTICLE VIII LIMIT ON LIABILITY AND INDEMNIFICATION

(a) Limit on Liability. In every instance in which the Virginia Nonstock 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, the directors and officers of this Association shall not be liable to the Association or its Members.

(b) 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 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 liabilities 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 any of the persons named above upon receipt of an undertaking from him or her to repay the same if it is ultimately determined that such individual 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 subarticle VIII (b).

(c) 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 others. However, 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 Class B Member (until the Class B membership terminates) and the vote of two-thirds of the Class A votes (including Declarant as to Class A votes held by Declarant).

ARTICLE X DISSOLUTION

The Association may be dissolved pursuant to Va. Code Ann. Section 13.1-902 at a duly held meeting at which a quorum is present upon the vote of more than two-thirds of the votes in person or by proxy, of the Class A Members (including Declarant as to Class A votes, held by Declarant) and the vote of the Class B Member (until the Class B membership terminates). Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be offered for dedication to the local political subdivision or municipality in which they are situated. In the event that such political subdivision or municipality refuses to accept the assets upon dissolution, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.