

BYLAWS
OF
BELL CREEK SINGLE FAMILY
RESIDENTIAL OWNERS' ASSOCIATION

BYLAWS

INDEX

	<u>PAGE</u>
Article I - Name, Location, and Terms	1
Section 1.1 - Name.....	1
Section 1.2 - Principal Office.....	1
Section 1.3 - Capitalized Terms.....	1
Article II - Meetings of SF Members.....	1
Section 2.1 - Annual Meetings.....	1
Section 2.2 - Special Meetings.....	1
Section 2.3 - Notice of Meetings	2
Section 2.4 - Order of Business	2
Section 2.5 - Quorum.....	2
Section 2.6 - Conduct of Meetings	2
Section 2.7 - Votes.....	3
Section 2.8 - Proxies	3
Section 2.9 - Attendance by SF Directors.....	3
Section 2.10 - Action Taken Without a Meeting	3
Article III - SF Board of Directors, Selection, Term of Office.....	3
Section 3.1 - Number	3
Section 3.2 - Term of Office	3
Section 3.3 - Nomination	4
Section 3.4 - Election.....	4
Section 3.5 - Removal; Vacancies	4
Section 3.6 - Compensation	4
Article IV - Meetings of SF Directors	4
Section 4.1 - Regular Meetings.....	4
Section 4.2 - Special Meetings.....	4
Section 4.3 - Executive Sessions	5
Section 4.4 - Quorum.....	5
Section 4.5 - Notice.....	5
Section 4.6 - Votes and Proxies	5
Section 4.7 - Action Taken Without a Meeting	5

Section 4.8 - Conduct of Meetings	5
Article V - Powers and Duties of the SF Board of Directors.....	6
Section 5.1 - Powers	6
Section 5.2 - Duties.....	7
Article VI - Officers and Their Duties	9
Section 6.1 - Enumeration of Officers	9
Section 6.2 - Election of Officers.....	9
Section 6.3 - Term.....	9
Section 6.4 - Special Appointments.....	9
Section 6.5 - Resignation and Removal	9
Section 6.6 - Vacancies.....	10
Section 6.7 - Multiple Offices.....	10
Section 6.8 - Compensation	10
Section 6.9 - Duties.....	10
Article VII – Committees.....	11
Section 7.1 - Committees.....	11
Article VIII – Enforcement.....	11
Section 8.1 - Enforcement.....	11
Section 8.2 - Additional Enforcement Rights	11
Article IX – Assessments.....	11
Section 9.1 – Assessments	11
Article X – Amendments	12
Section 10.1 - Amendments.....	12
Section 10.2 - Conflict	12
Article XI – Miscellaneous	12
Section 11.1 - Books and Records	12
Section 11.2 - Fiscal Year	13
Section 11.3 - Interpretation	13
Section 11.4 - Invalidity.....	13
Section 11.5 - Captions.....	13
Section 11.6 - Genders.....	13

BYLAWS**OF****BELL CREEK SINGLE FAMILY
RESIDENTIAL OWNERS' ASSOCIATION****ARTICLE I****NAME, LOCATION, AND TERMS**

Section 1.1. Name. The name of the corporation is the Bell Creek Single Family Residential Owners' Association.

Section 1.2. Principal Office. The principal office of the SF Residential Association shall be located at 7308 Pole Green Road, Mechanicsville, Virginia 23116.

Section 1.3. Capitalized Terms. Unless otherwise defined herein, all capitalized words or terms used in these SF Bylaws shall have the same meaning as set forth in the SF Protective Covenants.

ARTICLE II**MEETINGS OF SF MEMBERS**

Section 2.1. Annual Meetings. The first annual meeting of the SF Members shall be held on a date determined by the SF Board of Directors, which date shall be within 1 year of the recordation of the SF Protective Covenants in the Clerk's Office. Thereafter, the annual meetings of the SF Members shall be held each year in July at a date, time and location identified by the SF Board of Directors.

Section 2.2. Special Meetings. Special meetings of the SF Members may be called upon the occurrence of 1 of the following:

(a) The President shall call a special meeting if so directed by resolution of the SF Board of Directors.

(b) Upon presentation of a petition signed and presented to the Secretary by SF Members holding not less than 50% of all votes entitled to be cast by the SF Members.

- (c) Upon written request of the Declarant during the Declarant Control Period.

Section 2.3. Notice of Meetings. Except as may otherwise be provided in these SF Bylaws or in the SF Protective Covenants, written notice of each meeting of the SF 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, first-class, postage prepaid or delivering such notice by hand, at least 14 days in advance of any annual or regularly scheduled meeting and at least 7 days in advance of any special meeting to each SF Member. All notices shall be addressed to the address of each SF Member last appearing on the books of the SF Residential Association or supplied in writing by each SF Member to the SF Residential Association for the purpose of notice. Such notice shall specify the day, hour, location and purpose of the meeting.

Section 2.4. Order of Business. The order of business at all meetings of the SF Members shall be substantially as follows, which order may be changed by the President at his or her option:

- (a) Calling of roll and establishment of a quorum;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers and SF Board of Directors;
- (e) Reports of committees;
- (f) Discussion of budget, when appropriate;
- (g) Appointment of the SF Board of Directors (when so required);
- (h) Unfinished business; and
- (i) New business.

Section 2.5. Quorum. The presence at the meeting of SF Members entitled to cast, or of proxies entitled to cast, 1/3 of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the SF Protective Covenants, the SF Articles, or these SF Bylaws. If, however, such quorum shall not be present or represented at any meeting, the SF Members and proxies present at such meeting shall have the power to adjourn the meeting without notice other than announcement at the meeting. After the meeting is adjourned, another meeting may be called subject to the same notice requirements and at any such subsequent meeting, those SF Members attending in person, by personal representative or by proxy shall constitute a quorum, and any business may be transacted that might have been transacted at the meeting as originally notified. No such adjourned meeting shall be held more than 60 days following the original meeting for which notice was given.

Section 2.6. Conduct of Meetings. The President or a person appointed or designated by the President shall preside over each meeting of the SF Members, and the Secretary or a person appointed or designated by the Secretary shall keep the minutes of the meeting and record in a minute book any resolutions adopted at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the SF Members. The then-current edition of Robert's

Rules of Order or other parliamentary procedure manual may govern conduct of all meetings of the SF Members when not in conflict with the SF Protective Covenants, the SF Articles, these SF Bylaws or applicable law.

Section 2.7. Votes. At all meetings of SF Members, each SF Member may vote in person or by proxy the votes of such SF Member that have not been suspended. The SF Residential Owners shall have the voting rights set forth in the SF Protective Covenants.

Section 2.8. Proxies. All proxies shall be in writing in accordance with the form of proxy approved by the SF Board of Directors and may be substantially in the form attached hereto as Exhibit A. All proxies shall be filed with the Secretary. Every proxy shall be revocable and shall automatically terminate upon the adjournment of the first meeting held on or after the date of the proxy.

Section 2.9. Attendance by SF Directors. Each director of the SF Board of Directors or a person appointed or designated by any such director shall attend all annual and special meetings of the SF Members unless the President excuses a director from a meeting prior to the meeting's commencement.

Section 2.10. Action Taken Without a Meeting. The SF Members shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all of the SF Members. Any action so approved shall have the same effect as though taken at a meeting of the SF Members and shall be limited to matters upon which the SF Members are entitled to vote.

ARTICLE III

SF BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

Section 3.1. Number. The affairs of the SF Residential Association shall be managed by the SF Board of Directors consisting of 5 directors. As provided in Article III, Section 3.4 of the SF Protective Covenants, during the Declarant Control Period, the Declarant shall be entitled to appoint all of the directors of the SF Board of Directors, and, upon the expiration of the Declarant Control Period, the SF Members shall elect the directors of the SF Board of Directors.

Section 3.2. Term of Office. During the Declarant Control Period, the directors of the SF Board of Directors shall serve at the pleasure of the Declarant. At the annual meeting following the expiration of the Declarant Control Period, the SF Members shall elect a new SF Board of Directors consisting of 5 directors. The SF Members shall elect 2 directors for terms of 2 years each and 3 directors for terms of 3 years each. At the annual meetings thereafter, the SF Members shall elect new directors to replace any directors whose terms have expired.

Section 3.3. Nomination. After the expiration of the Declarant Control Period, nominations for election to the SF Board of Directors shall be made from the floor at the annual meetings.

Section 3.4. Election. Election to the SF Board of Directors shall be by secret written ballot or other method chosen by the SF Members in accordance with the SF Bylaws. At such election, the SF Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Section 3.3, Article III of the SF Protective Covenants. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 3.5. Removal; Vacancies. During the Declarant Control Period, no director may be removed without the written consent of the Declarant. Upon the expiration of the Declarant Control Period, any director may be removed from the SF Board of Directors for cause by a majority vote of the SF Members at any meeting at which a quorum is present. The term "for cause" shall include but shall not be limited to a director's or such director's appointee or designee missing 3 regular meetings of the SF Board of Directors within a period of 12 months. Upon the death, resignation, or removal of a director, a successor director shall be elected by the Declarant if the vacancy occurs during the Declarant Control Period or by the President of the SF Residential Association if the vacancy occurs after the expiration of the Declarant Control Period. The successor director shall serve for the remainder of the term of his or her predecessor. A director may resign at any time by giving written notice to the SF Board of Directors, President or Secretary. Such resignation shall take effect upon the date of receipt of such notice by any of the foregoing persons entitled to receive such notice or upon the date specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.6. Compensation. No director shall receive compensation for services rendered to the SF Residential Association as a director. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties as a director.

ARTICLE IV

MEETINGS OF SF DIRECTORS

Section 4.1. Regular Meetings. Within 3 months of the recordation of the SF Protective Covenants in the Clerk's Office, regular meetings of the SF Board of Directors shall be held no less frequently than semi-annually, with notice as set forth in Section 4.5 hereof, at such place and hour as may be fixed from time to time by resolution of the SF Board of Directors. Regular meetings may also be held telephonically or videographically in accordance with Virginia law.

Section 4.2. Special Meetings. Special meetings of the SF Board of Directors shall be

held when called by the President of the SF Residential Association, or by any 2 directors, after not less than 5 days written notice to each director and notice to SF Members as set forth in Section 4.5 hereof. Special meetings may also be held telephonically or videographically in accordance with Virginia law.

Section 4.3. Executive Sessions. Executive sessions may be held by the SF Board of Directors for consideration of personnel matters; consultation with legal counsel; discussion and consideration of contracts, pending or probable litigation and matters involving violations of the SF Protective Covenants or Other SF Residential Association Documents for which a SF Residential Owner, his or her family members, his or her guests or his or her other invitees are responsible; or for discussion and consideration of the personal liability of any of the SF Members of the SF Residential Association or SF Residential Owners. Any such executive session may be convened in response to an affirmative vote in an open meeting to assemble in executive session.

Section 4.4. 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 an act of the SF Board of Directors.

Section 4.5. Notice. Notice of any regular meeting of the SF Board of Directors shall be posted in a location where it is reasonably calculated to be available to all SF Members. Notice of any meeting shall also be sent by first-class mail or e-mail to any SF Member who has requested such notice in compliance with Virginia law. Notice, reasonable under the circumstances, of any special or emergency meeting of the SF Board of Directors shall be given to the SF Members contemporaneously with that given to the SF Board of Directors.

Section 4.6. Votes and Proxies. At all meetings of the SF Board of Directors, a director may vote in person or by proxy. All proxies shall be in writing in accordance with the form of proxy approved by the SF Board of Directors and may be substantially in the form attached hereto as Exhibit B. All proxies shall be filed with the Secretary. Every proxy shall be revocable and shall automatically terminate upon the adjournment of the first meeting held on or after the date of the proxy.

Section 4.7. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 4.8. Conduct of Meetings. The President or an appointee or designee of the President shall preside over all meetings of the SF Board of Directors, and the Secretary or an appointee or designee of the Secretary shall keep the minutes of the meetings of the SF Board of Directors. The then-current edition of Robert's Rules of Order or other parliamentary procedure

guide may govern conduct of all meetings of the SF Board of Directors when not in conflict with the SF Protective Covenants, the SF Articles, these SF Bylaws or applicable law.

ARTICLE V

POWERS AND DUTIES OF THE SF BOARD OF DIRECTORS

Section 5.1. Powers. The SF Board of Directors shall have power to:

(a) Adopt and publish SF Rules and Regulations governing the use of the SF Residential Property and improvements thereon including, without limitation, the SF Residential Common Area, the SF Residential Common Improvements, the SF Residential Recreational Facilities and the SF Residential Sites and to establish fines and penalties, which fines and penalties may be in the form of SF Special Assessments, for any infraction thereof. The amount of any such fines and penalties shall be limited to the maximum amounts allowed by Virginia law.

(b) Suspend a SF Member's right to vote the votes applicable to a SF Residential Site if the SF Residential Owner of such SF Residential Site fails to pay the SF Base Assessments or SF Special Assessments required to be paid pursuant to Sections 4.2(a), (b) and (c) of Article IV of the SF Protective Covenants within 60 days of any such SF Base Assessments or SF Special Assessments becoming due. The SF Board of Directors also shall have the power to collect assessments as set forth in Section 9.1 hereof and to suspend a SF Member's right to use the SF Residential Common Area, the SF Residential Common Improvements, the SF Residential Recreational Facilities and any services provided directly through the SF Residential Association upon the failure of the SF Member to pay any assessment within 60 days of the due date of the same or upon a SF Member's violation of the SF Protective Covenants or the Other SF Residential Association Documents; provided, however, that the SF Board of Directors may not limit a violating SF Member's ingress and egress to and from his or her SF Residential Site.

(c) Exercise for the SF Residential Association all powers, duties and authority vested in or delegated to the SF Residential Association and not reserved to the SF Members or SF Residential Owners by other provisions of these SF Bylaws, the SF Articles or the SF Protective Covenants.

(d) Employ a manager, independent contractors, or any other employees as the SF Board of Directors deems necessary to carry out any of the duties or responsibilities of the SF Board of Directors or the SF Residential Association, establish the salaries of the same and prescribe the duties of the same.

(e) Enforce the provisions of the SF Protective Covenants and the Other SF Residential Association Documents.

(f) Assess charges against any SF Residential Owner for violation of the SF Protective Covenants and other covenants and/or SF Rules and Regulations and other rules and regulations with which the SF Residential Owner or the SF Residential Owner's family members, tenants, guests or other invitees are responsible for complying.

(g) Do all things deemed necessary by the SF Board of Directors to carry out the terms of the SF Protective Covenants and Other SF Residential Association Documents.

Section 5.2. Duties. It shall be the duty of the SF Board of Directors to:

(a) Keep or cause to be kept a complete record of all the SF Board of Directors' acts and corporate meetings and other affairs and to present a report thereof to the SF Members at the annual meeting of the SF Members or at any special meeting when such report is requested in writing at least 5 days prior to said meeting by at least 50% of the votes entitled to be cast by the SF Members.

(b) Supervise all officers, agents and employees of the SF Residential Association and see that their duties are properly performed.

(c) As more fully provided in the SF Protective Covenants, to:

(i) Fix the amount of all SF Base Assessments provided for in the SF Protective Covenants prior to the beginning of each fiscal year.

(ii) Send written notice of each SF Base Assessment to every SF Residential Owner subject thereto prior to the beginning of each fiscal year.

(iii) Levy SF Special Assessments against all SF Residential Owners or against a particular SF Residential Owner, including fines and penalties as prescribed in Article IV, Section 4.2(c) of the SF Protective Covenants and as referenced in Sections 5.1(a) and 5.1(b) hereof.

(iv) Fix the amount of any late charges to be assessed against any SF Residential Owner for failure to pay any SF Base Assessment or SF Special Assessment when due.

(v) Satisfy all requirements of applicable law and as set forth in the SF Protective Covenants necessary to perfect or release any lien against any SF Residential Site.

(vi) Satisfy all notice requirements of applicable law necessary to take

action at law against any SF Residential Owner failing to pay an assessment as required herein and as set forth in the SF Protective Covenants or to foreclose a lien against any SF Residential Site following perfection of said lien in accordance with Virginia law and failure of the SF Residential Owner of said SF Residential Site to pay or otherwise satisfy the debt securing the same following perfection thereof. Should the SF Board of Directors undertake any action at law or foreclosure proceeding in accordance with the provisions of Virginia law and as set forth herein, the SF Residential Association shall be entitled to add to the amount of any such unpaid assessment interest, late charges, costs, costs of collection, and reasonable attorneys' fees generated by any such action or foreclosure.

(vii) Establish the means and methods of collecting assessments.

(d) Issue or cause an appropriate officer to issue, within 14 days of receiving a written request from any SF Residential Owner or agent thereof, purchaser of a SF Residential Site or agent thereof or mortgagee, a packet including the items required to be disclosed by Section 55-512 of the Code, including whether all assessments have been paid. A reasonable charge, not to exceed that allowed by Virginia law, may be made by the SF Board of Directors as a condition to the issuance of the disclosure packet. If the information in the disclosure packet states that an assessment has been paid, such statement shall be deemed conclusive evidence of such payment.

(e) Procure and maintain the following insurance to the extent available at a reasonable price, as determined by the SF Board of Directors:

- (i) general liability insurance;
- (ii) hazard insurance on property owned by the SF Residential Association;
- (iii) officers' and directors' liability insurance; and
- (iv) such other insurance necessary or advisable to protect any interest of the SF Residential Association, the SF Members, the SF Board of Directors, the officers of the SF Residential Association or the SF Residential Property, as determined by the SF Board of Directors in their reasonable discretion.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, if such bonding is reasonably available and deemed necessary by the SF Board of Directors.

(g) Cause the SF Residential Common Area, the SF Residential Common Improvements and the SF Residential Recreational Facilities to be repaired, replaced and maintained.

(h) Prepare an annual budget and keep or cause to be kept a record of the SF Residential Association's income and expenses and to deliver copies thereof annually to the SF

Members by hand delivery or first-class mail, postage prepaid.

(i) Borrow money on behalf of the SF Residential Association to repair, replace or maintain the SF Residential Common Area, the SF Residential Common Improvements and the SF Residential Recreational Facilities, or to insure the SF Residential Common Area, the SF Residential Common Improvements and the SF Residential Recreational Facilities and any liability of the SF Residential Association, the SF Board of Directors or the officers, agents or employees of either of the foregoing; provided, however, that at no time shall there be money borrowed in excess of \$20,000.00 without the prior written consent of a majority of the votes of the SF Members.

(j) Cause the SF Residential Association to hold in escrow on behalf of the SF Residential Owners all assessment amounts collected but not expended during a fiscal year of the SF Residential Association, including, without limitation, any reserves for the payment of future expenses incurred by the SF Residential Association. A SF Residential Owner shall not be entitled to receive any amounts held in escrow by the SF Residential Association except in the event the SF Residential Association is terminated.

ARTICLE VI

OFFICERS AND THEIR DUTIES

Section 6.1. Enumeration of Officers. The officers of the SF Residential Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as the SF Board of Directors may from time to time determine. The President shall be a director on the SF Board of Directors.

Section 6.2. Election of Officers. The election of officers shall take place at the first meeting of the SF Board of Directors following each annual meeting of the SF Members. The nominee securing the largest number of votes for each office shall be elected.

Section 6.3. Term. The officers of the SF Residential Association shall be elected annually by the SF Board of Directors and each shall hold office for 1 year unless any officer so elected shall sooner resign, be removed or otherwise become disqualified to serve.

Section 6.4. Special Appointments. The SF Board of Directors may elect such other officers as the affairs of the SF Residential Association may require, each of which officers shall hold office for such period, have such authority and perform such duties as the SF Board of Directors may, from time to time, determine.

Section 6.5. Resignation and Removal. Any officer may be removed from office for cause by the SF Board of Directors. Any officer may resign at any time by giving notice to the

SF Board of Directors, the President or the Secretary. Such resignation shall take effect upon the date of receipt of such notice by any of the foregoing officers to whom such notice may be directed in accordance with this Section 6.5 or upon the date specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.6. Vacancies. A vacancy in any office may be filled by appointment by the SF Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the vacating officer.

Section 6.7. Multiple Offices. The offices of Vice President, 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 6.4 of this Article VI.

Section 6.8. Compensation. No officer shall receive compensation for serving as an officer of the SF Residential Association. However, any officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties as an officer.

Section 6.9. Duties. The duties of the officers are as follows:

(a) President. The President of the SF Residential Association (the "President") shall preside at all meetings of the SF Board of Directors; shall be a director on the SF Board of Directors; shall see that orders and resolutions of the SF Board of Directors are carried out; and shall sign all leases, mortgages, deeds, promissory notes, amendments and supplements to the SF Protective Covenants and other official documents of the SF Residential Association. The President also shall represent, and cast the votes of, the SF Residential Association at all meetings of the Bell Creek Property Owners' Association. In addition, the President shall exercise and discharge such other duties as may be required by the SF Board of Directors.

(b) Vice President. The Vice President of the SF Residential Association (the "Vice President") shall act in the place and stead of the President in the event of the President's absence or inability to act and shall exercise and discharge such other duties as may be required of him or her by the SF Board of Directors.

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

(d) Treasurer. The Treasurer of the SF Residential Association (the "Treasurer") shall receive and deposit in appropriate bank accounts all monies of the SF Residential Association and shall disburse such funds as directed by resolution of the SF Board of Directors; shall keep proper books of account; and shall prepare an annual statement of income and expenditures and deliver a copy to the SF Members annually.

ARTICLE VII

COMMITTEES

Section 7.1. Committees. The SF Board of Directors shall appoint any committees and subcommittees as deemed appropriate in carrying out the purposes of the SF Residential Association.

ARTICLE VIII

ENFORCEMENT

Section 8.1. Enforcement. The SF Board of Directors shall have the power to enforce the SF Protective Covenants and the Other SF Residential Association Documents against any SF Residential Owner for a violation thereof by the SF Residential Owner or his or her tenants, employees, agents, guests, licensees, permittees or invitees.

Section 8.2. Additional Enforcement Rights. The SF Residential Association shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the SF Protective Covenants or the Other SF Residential Association Documents. Failure by the SF Residential Association to enforce any covenant or restriction under the SF Protective Covenants or the Other SF Residential Association Documents shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE IX

ASSESSMENTS

Section 9.1. Assessments. As more fully provided in the SF Protective Covenants, each SF Residential Owner is obligated to pay to the SF Residential Association all SF Base Assessments and SF Special Assessments, if any. Any assessments not paid on or before the due date set for payment of the same shall be considered delinquent and shall bear interest from the due date at the rate of the greater of 12% per annum or the legal interest rate as set forth in

Section 6.1-330.53 of the Code. In addition, the SF Residential Owner shall be assessed a reasonable late charge for each delinquency, in an amount which the SF Residential Association, through the SF Board of Directors, may impose from time to time. Prior to filing a memorandum of lien, which lien may include amounts for any and all interest accrued, applicable late charges, costs, costs of collection, reasonable attorneys' fees actually incurred and accelerated assessment amounts through the end of the fiscal year, the SF Residential Association shall give the SF Residential Owner notice as required by Virginia law advising that such filing shall take place. Prior to foreclosing a lien against any SF Residential Site, the SF Residential Association shall give notice to the holders of notes secured by deeds of trust or mortgages on the SF Residential Site of which the SF Residential Association has notice as required by Virginia law that the lien will be foreclosed. The SF Board of Directors may also, in its discretion, initiate a civil suit against a delinquent SF Residential Owner in accordance with applicable law. No SF Residential Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the SF Residential Common Area, the SF Residential Common Improvements or the SF Residential Recreational Facilities or by abandonment of the SF Residential Owner's Site.

ARTICLE X

AMENDMENTS

Section 10.1. Amendments. These SF Bylaws may be amended at a regular or special meeting of the SF Members by a vote of a majority of a quorum of SF Members present in person or by proxy; however, during the Declarant Control Period, these SF Bylaws may not be amended without the prior written consent of the Declarant. Furthermore, during the Declarant Control Period, the Declarant may unilaterally amend these SF Bylaws to effect technical deletions, additions, and revisions that correct, clarify, or further the intent of the SF Protective Covenants, the SF Articles or these SF Bylaws.

Section 10.2. Conflict. If there is any conflict between the SF Articles and these SF Bylaws, the SF Articles shall control; and if there is any conflict between the SF Protective Covenants and these SF Bylaws, the SF Protective Covenants shall control.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Books and Records. The books, records and papers of the SF Residential Association shall be subject to inspection by any SF Member during reasonable business hours upon 5 business days written notice; however, the SF Board of Directors may withhold books and records of the SF Residential Association from inspection to the extent that they concern personnel records, medical records, records relating to business transactions currently in

negotiation, privileged communications with legal counsel, complaints against a SF Member or other content protected by applicable law. Additionally, the SF Protective Covenants and the Other SF Residential Association Documents shall be available for inspection by any SF Member during regular business hours at the principal office of the SF Residential Association, where copies may be purchased at a reasonable cost.

Section 11.2. Fiscal Year. The fiscal year of the SF Residential Association shall be determined by the SF Board of Directors.

Section 11.3. Interpretation. These SF Bylaws shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

Section 11.4. Invalidity. The invalidity of any part of these SF Bylaws shall not impair or affect the validity, enforceability, or effect of the remaining part of these SF Bylaws.

Section 11.5. Captions. The captions used in these SF Bylaws are for reference only and do not define, limit, or describe the provisions of these SF Bylaws.

Section 11.6. Genders. The use of the masculine gender in these SF Bylaws shall be deemed to include the other genders and the use of the singular shall be deemed to include the plural, whenever the context requires.

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 Bell Creek Single Family Residential Owners' Association (the "Association"), at the meeting of the Members of the Association to be held at _____, _____, Virginia, at ____:____. on _____, _____, 20____, or at any adjournment thereof, with all the power the undersigned would possess if personally present.

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

Date: _____, 20____

Name of Member

By: _____

Title: _____

Witness: _____

EXHIBIT B

PROXY OF DIRECTOR

KNOW ALL MEN BY THESE PRESENTS, that the undersigned does hereby constitute and appoint _____ my true and lawful attorney to vote as proxy for and on behalf of the undersigned director of the Board of Directors of the Bell Creek Single Family Residential Owners' Association (the "Association"), at the meeting of the Board of Directors of the Association to be held at _____, _____, Virginia, at ____:____. on _____, _____, 20____, or at any adjournment thereof, with all the power the undersigned would possess if personally present to vote upon all matters of the Board of Directors.

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

Date: _____, 20____

Name of Director

Witness: _____

EXHIBIT C

All those certain lots, pieces and parcels of land containing 23.857 acres located in Henry District, Hanover County, Virginia and more particularly shown as four parcels of real estate containing 2.404 acres, 8.628 acres, 11.895 acres and 0.930 acres, respectively, on a map entitled "Foundation Land Map, Henry District, Hanover County, Virginia", dated June 26, 2002 and prepared by ReSource International, Ltd., which map is recorded in the Clerk's Office, Circuit Court, Hanover County, Virginia in Plat Book 36, at page 477.

INSTRUMENT #020015048
RECORDED IN THE CLERK'S OFFICE OF
HANOVER ON
JULY 10, 2002 AT 01:20PM
FRANK D. HARGROVE, JR., CLERK

BY:  (DC)