

BYLAWS OF BELLS VALLEY HOMEOWNERS ASSOCIATION

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BYLAWS OF
BELLS VALLEY HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1. NAME AND LOCATION

The name of the corporation is BELLS VALLEY HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 8405 Greensboro Drive, Suite P-130, McLean, VA 22102, but meetings of Members and Directors may be held at such places within or outside the Commonwealth of Virginia as may be designated by the Board of Directors.

ARTICLE 2. DEFINITIONS

Unless otherwise defined in these Bylaws, words defined in Appendix 1(One) of the Declaration of Covenants, Conditions, Easements and Restrictions for the Association shall have the same meaning in these Bylaws.

ARTICLE 3. MEETING OF MEMBERS

Section 3.1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, 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. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 3.2. Annual Meetings. The first annual meeting of the Members shall be held within twelve (12) months from the date of filing of the Articles 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 or such other reasonably similar date as may be selected by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.3. 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 forty percent (40%) of all of the votes of the membership.

Section 3.4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or other officer authorized to call the meeting, by mailing a copy of such notice at least fourteen (14) days (but not more than sixty (60) days) before any annual or other regularly scheduled meeting of the Association and at least ten (10) days (but not more than sixty (60) days) before any other meeting of the Association. Notice of meetings shall be given 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, except that notice of any meeting to act on an amendment to the Articles of Incorporation, a plan of merger, a proposed sale of assets pursuant to Section 13.1-900 of the Virginia Nonstock Corporation Act, as amended from time to time, or the dissolution of the Association shall be sent no earlier than sixty (60) days and no later than twenty-five (25) days prior to the meeting date. A meeting notice may be waived upon the declaration of an emergency by the person calling the meeting. Each meeting notice shall specify the time, date, place and purposes of the meeting. All meetings of the Members shall be held at places and times convenient to the greatest number of Members. By written notice to the Secretary of the Association, each Member may choose to waive mail delivery of Notice of meetings and receive Notice by electronic communication.

Section 3.5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-sixth ($1/6^{\text{th}}$) of the votes of the 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 thereafter 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 3.6. Voting. At every meeting of the Members, each Member shall have the right to cast one (1) vote for each membership held by such Member on each question. The vote of the Members representing fifty-one percent (51%) of the total of the votes of all of the memberships at the meeting, in person or by proxy shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of law or of the Articles of Incorporation, the Declaration or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is held by more than one person may be exercised by any of the co-holders present at any meeting unless any objection or protest by any other holder of such membership is noted at such meeting. In the event all of the co-holders of any membership who are present at any meeting of the Members are unable to agree on the manner in which the votes for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the president or any vice president of such corporation and attested by the Secretary or an assistant secretary of such corporation and filed with the secretary of the Association, prior to or during the meeting. The vote for any membership which is held by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association. All election materials prepared with Association funds must list candidates in alphabetical order and must not suggest a preference among candidates.

Section 3.7. Absentee Ballots. Any unsigned absentee ballot, to be valid, shall be received in a signed, sealed envelope bearing the identification of the Lot on the outside, and shall be opened only at a meeting at which all candidates or their delegates have a reasonable opportunity to be present.

Section 3.8. Proxies. At all meetings of Members, each Member may vote in person or by proxy. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot. No proxy shall be valid after eleven (11) months from its date, unless otherwise provided in the proxy. All proxies shall be in writing and shall be filed with the Secretary, in such form as is approved by the Board of Directors, which approval may not be unreasonably withheld, before the appointed time of each meeting. Any written proxy which conforms to the applicable laws of the Commonwealth of Virginia shall be deemed to be satisfactory and approved as to form by the Board of Directors. A directed or a non-directed proxy may be utilized to vote for members of the Board of Directors.

Section 3.9. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the Members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Members to each such institutional mortgagee in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the Members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Members and such representative may participate in the discussion at any such meeting and may, upon request made to the Chairman in advance of the meeting, address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Members upon request made in writing to the Secretary.

ARTICLE 4. BOARD OF DIRECTORS - TERM OF OFFICE

Section 4.1. Number. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) but not more than five (5) natural persons. The names of the initial Directors are set forth in the Articles of Incorporation. Commencing with the first annual meeting of the Association, the Board of Directors shall consist of an uneven number of not less than three (3) nor more than five (5) Directors who shall be appointed by the Declarant or elected by the Members in accordance with these Bylaws. Prior to expiration of the Declarant's Rights and Obligations Period as provided in the Declaration, the number of Directors shall be determined from time to time by the Declarant; thereafter, the number of Directors shall be determined by a vote of the Members at any annual or special meeting of Members and the number of Directors may be changed by a vote of the Members at any subsequent annual or special meeting of the Members; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Director.

Section 4.2. Term of Office. The term of office of each member of the Board of Directors shall be two (2) years. In the alternative, the Members may resolve at any annual or special meeting to establish the term of office for all Directors to be one (1) year, or to establish staggered terms for the Directors of from one (1) to three (3) years. Any change in the number of Directors or term of office of Directors shall not act to extend or curtail the term of office of any incumbent Director. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 4.3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of all the Members of the Association and, in the event of the death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board who shall serve for the unexpired term of such Director's predecessor. Members of the Board of Directors appointed by the Declarant shall serve at the pleasure of and may be removed and/or replaced, with or without cause, by the Declarant.

Section 4.4. Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of such Director's duties.

Section 4.5. 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 and by filing such approval with the minutes of the proceedings of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 5. NOMINATION AND ELECTION OF DIRECTORS

Section 5.1. Nomination. Nomination for election to the Board of Directors, commencing with the first annual meeting of Members at which non-Declarant Owners are entitled to elect members of the Board of Directors, may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee, if any, 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, if any, may be appointed by the Board of Directors prior to each annual meeting of the Members and such appointment may be announced at each annual meeting. The Nominating Committee, if any, may 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 5.2. 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 Declaration. A directed or a non-directed proxy may be utilized to vote for members of the Board of Directors. All election materials prepared with funds of the Association shall list candidates in alphabetical order and shall not suggest a preference among candidates. The persons receiving the largest number of votes shall be elected. Votes shall not be counted until after the time allotted by the Association for voting has ended. Cumulative voting is not permitted.

ARTICLE 6. MEETINGS OF DIRECTORS

Section 6.1. Notice of Meetings. All regular and special meetings of the Board of Directors or any committee created by the Board of Directors shall be held, to the extent feasible, upon regularly scheduled and established dates or periods. The Board shall make good faith efforts to notify Members of such meetings by newsletter, electronic bulletin board, e-mail, or by other means calculated to give reasonable notice of meetings. To the extent required by applicable law, notice of meetings of the Board of Directors (including the time, date and place of such meetings) shall be given to any Member who requests to be notified of Board meetings on a regular basis, provided that the Member makes such request in writing to the Board at least once per calendar year. Notice, reasonable under the circumstances, of special or emergency meetings shall be given to Members contemporaneously with the notice of such meetings provided to the Board.

Section 6.2. Agenda Materials. To the extent required by applicable law, unless otherwise exempt due to an executive session of the Board pursuant to Section 6.3 below, at least one copy of all agenda packets and materials furnished to members of the Board for a Board meeting shall be made available for inspection by the Members of the Association at the same time such documents are furnished to members of the Board.

Section 6.3. Open Meetings.

(a) All meetings of the Board of Directors shall be open to all Members and shall be held at places and times convenient to the greatest number of Members, except that such meetings may be held in executive session for the following purposes, provided the Board complies with applicable provisions of the Property Owners' Association Act (§55-508 et seq. of the Code of Virginia (1950), as amended):

- (i) To consider personnel matters;
- (ii) To consult with legal counsel;
- (iii) To discuss and consider contracts, pending or probable litigation and matters involving violations of the Governing Documents for which a Member, his/her family members, tenants, guests or other invitees are responsible; or
- (iv) To discuss and consider the personal liability of Members.

(b) Executive sessions shall be held upon an affirmative vote in an open meeting to assemble in executive session. The motion shall state specifically the purpose for the executive session. Reference to the motion and the stated purpose for the executive session shall be included in the minutes. The Board of Directors shall restrict the consideration of matters during such portions of meetings only to those purposes specifically exempted and stated in the motion. No contract, motion or other action adopted, passed or agreed to in executive session shall become effective unless the Board of Directors, following the executive session, reconvenes in open meeting and takes a vote on such contract, motion or other action which shall

have its substance reasonably identified in the open meeting. The requirements of this section shall not require the disclosure of information in violation of law.

(c) Subject to reasonable rules adopted by the Board of Directors, the Board of Directors shall provide a designated period of time during a Board meeting to allow Members an opportunity to comment on any matter relating to the Association. During a meeting at which the agenda is limited to specific topics or at a special meeting, the Board may limit the comments of Members to the topics listed on the meeting agenda.

(d) To the extent allowed under applicable law, any Member may make an audio recording of any portion of a Board meeting required to be open. The Board of Directors conducting the meeting may adopt rules governing the placement and use of equipment necessary for recording a meeting to prevent interference with the proceedings.

(e) To the extent required by applicable law, if a Board meeting is conducted by telephone conference or video conference or similar electronic means, at least two (2) members of the Board of Directors shall be physically present at the meeting place included in the meeting notice. The audio equipment shall be sufficient for any member in attendance to hear what is said by any member of the Board participating in the meeting who is not physically present.

(f) To the extent required by applicable law, voting by secret or written ballot in an open meeting is prohibited except for the election of officers of the Association.

Section 6.4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. 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.

Section 6.5. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail—Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this Article for notice to the members of the Board of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any such meeting and may, upon request made to the Chairman in advance of the meeting, address the members of the Board of Directors present at any such

meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

Section 6.6. Fidelity Insurance. The Board of Directors shall require that all officers, Directors and Managing Agent of the Association regularly handling or otherwise responsible for the funds of the Association shall furnish adequate fidelity insurance or equivalent coverage against acts of dishonesty. The premiums on such insurance shall be paid by the Association.

ARTICLE 7. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish Community Codes governing the use of Property and any facilities situated thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Subject to applicable law, suspend an Owner's voting rights and an Owner's right to use the Property and/or any facilities situated thereon for (i) any period during which any Assessment against such Owner's Lot remains unpaid for more than sixty (60) days (or such other time period provided by applicable law), and (ii) for a period not to exceed sixty (60) days for any infraction of the Governing Documents, provided that such Owner is given reasonable notice of the violation and an opportunity for a hearing;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership 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 in the event such Director 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 7.2. 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 forty percent (40%) of the Members who are entitled to vote;

(b) Supervise all officers, agents and employees of this 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 Assessments against each Lot;

(ii) send written notice of each Annual and Assessment to every Owner subject thereto prior to the commencement date of the new Annual Assessment; and

(iii) foreclose the lien against any property for which Assessments are not paid when due or 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, if any;

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

(g) Cause the Property to be maintained and maintain any other property which is the responsibility of the Association pursuant to the Declaration; and

(h) Otherwise perform or cause to be performed the functions and obligations of the Board and the Association as provided for in the Declaration, Articles of Incorporation and these Bylaws, including collection of Assessments.

Section 7.3. Management Agent. The Board of Directors may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. Any management agreement entered into by the Association shall provide, among other things, that such agreement may be terminated for cause by either party upon thirty (30) days written notice thereof to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1)-year periods.

ARTICLE 8. OFFICERS AND THEIR DUTIES

Section 8.1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, (or one Secretary/Treasurer) and such other officers as the Board may from time to time by resolution create, all of which officers are to be elected by the Board of Directors.

Section 8.2. 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; provided that the initial Board of Directors shall elect the first group of officers at its first organizational meeting.

Section 8.3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until their successors are duly elected and qualified, unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 8.4. 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 8.5. 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 8.6. 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 replaced.

Section 8.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person and the offices of Vice President and Assistant Secretary may be held by the same person, but in no event shall the same officer execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law, the Declaration, the Articles of Incorporation or these Bylaws to be executed, acknowledged or verified by two (2) or more officers.

Section 8.8. Duties. The officers of the Association shall have such duties as generally pertain to their respective offices, any of which may be assigned, in whole or in part, by the Board of Directors to the Management Agent; as well as such powers and duties as from time to time may be delegated to them by the Board of Directors.

Section 8.9. Compensation. No officer shall receive compensation for any service rendered to the Association. However, any officer may be reimbursed for actual expenses incurred in the performance of such officer's duties.

ARTICLE 9. LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

To the fullest extent permitted in Section 13.1-876 of the Virginia Non-stock Corporation Act, as amended from time to time, the Association shall indemnify every officer and Director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon an officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which such officer or Director may be made a party by reason of being or having been an officer or Director of the Association, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence, or otherwise, except to the extent provided in Sections 13.1-870.1 and 13.1-870.2 of the Virginia Non-stock Corporation Act, as amended from time to time. The officers and

Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the Association or former officer or Director of the Association may be entitled.

ARTICLE 10. COMMITTEES

The Board of Directors may appoint a Covenants Committee, and a Design Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes. All committees appointed by the Board of Directors shall hold meetings in accordance with Sections 6.1 and 6.3 of these Bylaws.

ARTICLE 11. BOOKS AND RECORDS/FISCAL MANAGEMENT

Section 11.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association which shall begin on the date of recordation of the Declaration. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequently dictate.

Section 11.2. Principal office - Change of Same. The principal office of the Association shall be as set forth in the Articles of Incorporation of the Association. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 11.3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Property and facilities, services required or provided with respect to the same and any other expenses incurred by the Association. The amount of any Assessment or portion of any Assessment, required for payment of any capital expenditure or reserves of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the Members.

Section 11.4. Auditing. At the close of each fiscal year and at the election of the Board of Directors, the books and records of the Association may be audited by an independent Public Accountant whose report shall be prepared in accordance with generally accepted auditing standards, consistently applied. Based upon such report, if any, the Association shall furnish the Members and any mortgagee requesting the same with an annual financial statement, including

the income and disbursements of the Association, within one hundred twenty (120) days following the end of each fiscal year.

Section 11.5. Access to Association Records.

(a) Subject to the provisions of Section 11.5(b) below, all books and records kept by or on behalf of the Association, including, but not limited to, the Association's membership list and addresses and aggregate salary information of employees of the Association, shall be available for examination and copying by Members in good standing and their duly authorized agents or attorneys and to the institutional holder of any first mortgage on any Lot and its duly authorized agents or attorneys; provided, however, that examination and copying is for a proper purpose related to the requesting party's membership in the Association or interest in a Lot and is not to be used for purposes of pecuniary gain or commercial solicitation. This right of examination shall exist without reference to the duration of membership and may be exercised (i) only during reasonable business hours or at a mutually convenient time and location and (ii) upon five (5) days' written notice reasonably identifying the purpose for the request and the specific books and records of the Association requested.

(b) Books and records kept by or on behalf of the Association may be withheld from inspection or copying to the extent that they concern:

(i) Personnel matters relating to specific, identified persons or a person's medical records;

(ii) Contracts, leases, and other commercial transactions to purchase or provide goods or services currently in or under negotiation;

(iii) Pending or probable litigation. As used herein, "probable litigation" means those instances where there has been a specific threat of litigation from a party or the legal counsel of a party;

(iv) Matters involving state or local administrative or other formal proceedings before a government tribunal for enforcement of the Association documents or rules and regulations promulgated pursuant thereto;

(v) Communications with legal counsel which relate to subsections (i) through (iv) above or which are protected by the attorney-client privilege or the attorney work product doctrine.

(vi) Disclosure of information in violation of law;

(vii) Meeting minutes or other confidential records of an executive session of the Board of Directors held in accordance with Section 6.3(b) of these Bylaws;

(viii) Documentation, correspondence or management of Board reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session; or

(ix) Individual Member files, other than those of the requesting Member, including any individual Member's files kept by or on behalf of the Association.

(x) The Association may impose and collect a charge, reflecting the actual and reasonable costs of materials and labor, prior to providing copies of any books and records under this Section 11.5.

ARTICLE 12. ASSESSMENTS

Each Member is obligated to pay to the Association Assessments levied by the Association pursuant to the Governing Documents. Assessments are secured by a continuing lien upon the property against which the Assessment is made in accordance with the requirements of applicable law.

ARTICLE 13. AMENDMENTS

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.

ARTICLE 14. INTERPRETATION/MISCELLANEOUS

Section 12.1. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these Bylaws and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 14.2. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in these Bylaws shall be given in writing and delivered by United States postal service, or electronic methods as designated by the Member.

Section 14.3. Severability. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

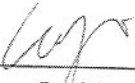
Section 14.4. Waiver. No restriction, condition, obligation or provisions of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 14.5. Captions. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws or to aid in the construction thereof.

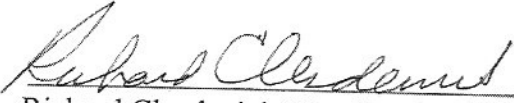
Section 14.6. Gender, etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

CERTIFICATION

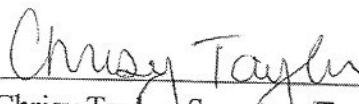
IN WITNESS WHEREOF, we, being all of the Directors of Bells Valley Homeowners Association, Inc., a Virginia non-stock corporation, do hereby certify that the foregoing BYLAWS constitute the original Bylaws of said Association as duly adopted as this Organizational Meeting of said Association and hereunto set our hands this 5th day of January, 2015.



Warren Jenkins, President and Director

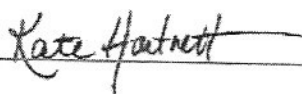


Richard Clendaniel, Vice-President and Director



Chrisy Taylor, Secretary/Treasurer and Director

ATTEST:



Kate Hartnett, Community Manager

8:59 AM
05/04/16
Accrual Basis

Bells Valley Homeowners Association
Balance Sheet
As of April 30, 2016

	<u>Apr 30, 16</u>
ASSETS	
Current Assets	
Checking/Savings	
Community Association Bank	4,298.82
Total Checking/Savings	<u>4,298.82</u>
Accounts Receivable	
Accounts Receivable	60.00
Total Accounts Receivable	<u>60.00</u>
Total Current Assets	<u>4,358.82</u>
TOTAL ASSETS	<u>4,358.82</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,135.00
Total Accounts Payable	<u>1,135.00</u>
Other Current Liabilities	
Prepaid Assessments	1,200.00
Total Other Current Liabilities	<u>1,200.00</u>
Total Current Liabilities	<u>2,335.00</u>
Total Liabilities	2,335.00
Equity	
Unrestricted Net Assets	1,081.23
Net Income	942.59
Total Equity	<u>2,023.82</u>
TOTAL LIABILITIES & EQUITY	<u>4,358.82</u>

9:48 AM
01/28/16
Accrual Basis

Bells Valley Homeowners Association
Profit & Loss
January through December 2015

	<u>Jan - Dec 15</u>
Ordinary Income/Expense	
Income	
Earned Interest	0.19
HOA Assessment	759.04
Working Capital Contribution	900.00
Total Income	<u>1,659.23</u>
Gross Profit	1,659.23
Expense	
Professional Fees	350.00
Trash Service	228.00
Total Expense	<u>578.00</u>
Net Ordinary Income	<u>1,081.23</u>
Net Income	<u><u>1,081.23</u></u>

Bells Valley Homeowners Association

OPERATING BUDGET

Prepared: April 15, 2016

	INITIAL 2015 BUDGET 36 Lots Phase 1	2015 ACTUAL at 12.31.2015	2016 Budget 36 Phase 1	Projected 2017 Budget 72 Phase 1 & 2	Projected 2018 Budget 117 Project Completion	Projected 2019 Budget 117
INCOME						
Assessments						
Residential Assessments	\$12,300	\$759.04	\$10,606	\$36,480	\$75,480	\$119,340
Initial Owner Contribution	\$8,100	\$900.00	\$7,200	\$8,100	\$10,125	\$0
SUB-TOTAL Assessments	\$20,400	\$1,659.04	\$17,806	\$44,580	\$85,605	\$119,340
Other - Miscellaneous Income						
Earned Interest	\$100	\$0.19	\$5	\$15	\$20	\$100
Design Improvement Application Fees	\$240	\$0.00	\$225	\$300	\$375	\$375
SUB-TOTAL Other Income	\$340	\$0.19	\$230	\$315	\$395	\$475
TOTAL INCOME	\$20,740	\$1,659.23	\$18,036	\$44,895	\$86,000	\$119,815
EXPENSES						
Administrative						
Audit Fees	\$0	\$0.00	\$0	\$0	\$2,000	\$2,000
Corporate Fees/Legal Services	\$300	\$0.00	\$300	\$400	\$500	\$500
Master Insurance Policy	\$3,000	\$0.00	\$3,343	\$3,510	\$3,686	\$3,870
Professional Fees - Management Contract	\$3,000	\$350.00	\$2,400	\$9,000	\$10,200	\$12,000
Website	\$750	\$0.00	\$0	\$0	\$1,200	\$1,200
Postage	\$50	\$0.00	\$25	\$50	\$60	\$60
Printing	\$150	\$0.00	\$100	\$100	\$100	\$100
Social Events	\$250	\$0.00	\$0	\$0	\$1,000	\$1,000
SUB-TOTAL Administrative	\$7,500	\$350.00	\$6,168	\$13,060	\$18,746	\$20,730
Grounds Maintenance						
Grounds Maintenance	\$20,000	\$0.00	\$25,000	\$25,000	\$30,000	\$35,000
Utilities	\$960	\$0.00	\$985	\$1,010	\$1,020	\$1,020
Refuse Removal Service	\$3,813	\$228.00	\$4,338	\$14,916	\$26,404	\$32,292
SUB-TOTAL Grounds Maintenance	\$24,773	\$228.00	\$30,323	\$40,926	\$57,424	\$68,312
TOTAL EXPENSES	\$32,273	\$578.00	\$36,491	\$53,986	\$76,170	\$89,042
Net Operating Expenses Before Reserve Contributions	-\$11,533	\$1,081.23	-\$18,455	-\$9,091	\$9,831	\$30,773
RESERVE SAVINGS CONTRIBUTION EXPENSE						
Replacement Reserves	\$0	\$0.00	\$6,130	\$6,130	\$6,130	\$6,130
NET OPERATING FUND	-\$11,533	\$1,081.23	-\$24,585.20	-\$15,221.15	\$3,700.50	\$24,642.70

Physical Assets - Replacement Reserve Savings Analysis	Purchase Yr	Cost Basis	Life/Yrs	Annual Contribution/No inflation
Entrance Fence (950' wood, includes paint)	2015	\$ 34,000	15	\$ 2,600
Entrance Monuments	2015	\$ 20,000	30	\$ 650
Entrance Irrigation System	2015	\$ 2,000	10	\$ 200
Retaining Wall Fences (6 aluminum=1,237 LF)	2015	\$ 42,000	25	\$ 1,680
Tot Lot	2015	\$ 20,000	20	\$ 1,000
TOTAL ANNUAL REPLACEMENT RESERVE SAVINGS CONTRIBUTION		\$ 118,000		\$ 6,130

Prepared: 04.15.2016

[illegible]

BELLS VALLEY HOMEOWNERS ASSOCIATION, INC.

COMMUNITY CODE 1

Permitted Uses/Prohibited Uses and Nuisances

WHEREAS, Bryton Homes at Brytmark at Moncure Valley, LLC, a limited liability company (the "Declarant") has heretofore recorded a certain Declaration of Covenants, Conditions, Easements and Restrictions for the Bells Valley Homeowners Association, Inc. (the "Association") on 02/10/2015, identified among the Land Records of Stafford County, Virginia as Instrument #15000218 (hereinafter referred to as the "Declaration", which term shall include any and all subsequent corrections, modifications and supplements thereof as may be recorded among the Land Records of Stafford County, Virginia);

WHEREAS, pursuant to Article IX of the Declaration the Declarant is authorized to promulgate as Community Codes rules, regulations, standards and guidelines governing the Community;

WHEREAS, Article IX of the Declaration provides that Community Codes shall have the same force and effect and binding nature as the covenants, conditions, easements and restrictions contained within the Declaration and applicable to all Property within the Community;

WHEREAS, the Declarant desires to establish rules and regulations for permitted uses and prohibited nuisances for the benefit of the Association;

NOW THEREFORE, BE IT RESOLVED, that the Declarant hereby adopts the following Community Code regarding permitted uses and prohibited nuisances which, as may be modified or amended from time to time, shall be binding on all parties having any right, title or interest in all or any portion of the Community, their respective heirs, personal representatives, successors, transferees and assigns, as well as occupants, guests and invitees, and shall inure to the benefit of each Owner thereof.

Unless otherwise defined herein, capitalized terms used herein shall have the same meanings as are set forth for them in Article 1 of the Declaration.

In addition to all other covenants contained in the Declaration and in addition to other use restrictions as may be adopted by resolution or otherwise, the use of all Property within the Community shall be subject to the following:

1. Permitted Uses.

(a) The Property shall be used for residential, recreational and related purposes and for such other uses as are permitted by applicable law and Community Code 6 (Business Uses) provided that such maintenance and use is in conformity with the provisions of the Governing Documents. Nothing contained herein, or elsewhere in the Governing Documents, shall be construed to prohibit the Declarant or its designees from the use of any Lot, Community

Property, or improvement thereon, for promotional or display purposes, or as "model homes", a sales, leasing, management and/or construction office, or the like, and the Declarant shall have an easement for access to all such facilities. The right of the Declarant and its designees to maintain and carry on such activities shall include specifically the right to utilize the Community Property and any facilities situated thereon as model and sales offices for the duration of the Declarant's Rights and Obligations Period.

2. **Prohibited Uses and Nuisances.** Except for the activities of the Declarant or its designees during the construction or development of the Community, or except with the prior written authorization of the Board of Directors of the Association, and subject to any conditions as may be imposed by such authorization, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any Lot, Living Unit or the Community Property:

(a) No noxious or offensive trade or activity shall be allowed on or within any Lot or any other part of the Community, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other residents. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements constructed upon any Lot.

(b) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any dwelling, or other part of the Community, except that this shall not prohibit the keeping of not more than a reasonable number of domestic pets provided such domestic pets are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the Community or other residents. The Board of Directors or the Covenants Entity shall have the authority, after hearing, to determine whether a particular animal is a nuisance or a source of annoyance to the Community, and such determination shall be conclusive. Pursuant to Article 9 of the Declaration, nothing shall prevent the Association from requiring removal of any animal that presents an actual or realistic threat to the health or safety of Owners or occupants of Lots or from requiring abatement of any nuisance or unreasonable source of annoyance caused by any animal. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Community Property unless accompanied by a responsible person and unless they are carried or leashed. The person accompanying any pet is responsible for the removal and disposal of any solid waste products deposited by the pet on Community Property or Lots.

(c) No burning of any trash or yard debris, except as permitted by law, and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot or other part of the Community. All construction materials and equipment related to additional improvements performed on a Lot by an Owner must be reasonably screened from public view and such Lots otherwise kept in a clean and orderly manner.

(d) No grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances shall be dumped on the Property, except that fertilizers may be applied to landscaping provided care is taken to minimize runoff.

(e) Except as approved in writing by the Board of Directors or the Covenants Entity, no junk vehicle, commercial vehicle or vehicle displaying commercial information (including vans used for commercial purposes), truck (as defined by the Virginia Department of Motor Vehicles and/or by common usage and practice except for light pick-up trucks of three-quarter (3/4) ton capacity or less used for non-commercial purposes), unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state or county inspection criteria), trailer, camp truck, recreational vehicle, horse trailer, boat or other similar vehicles, machinery or equipment of any kind or character (except for such equipment or machinery as may be reasonable, customary and usual in connection with the maintenance and repair of any Lot and the improvements thereon and except for such equipment or machinery as the Association may require in connection with the maintenance and operation of the Community Property) shall be kept upon the Property or upon the public or private streets within or adjacent to the Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. Non-commercial licensed and operable sport utility vehicles, vans, multi-purpose vehicles and other vehicles designed primarily as passenger vehicles and which are not used for commercial purposes are not prohibited. All vehicles shall be parked on the property driveway or legal road parking. No vehicle may be parked on a yard or on community property.

(f) Trash, garbage and recycling containers shall not be permitted to remain in public view except on days of collection and after 6:00 p.m. on days prior to collection. Trash shall be stored in closed durable containers. Except on days of collection or after 6:00 p.m. on days prior to collection, all trash, garbage and recycling containers shall be kept in garages or other structures on the Lots as approved by the Architectural Review Entity, or otherwise be screened from public view at all times.

(g) No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose without the prior approval of the Board of Directors. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

(h) No tree, hedge or other landscape feature or other improvements shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets and roadways.

(i) No tent, trailer, decorative lawn ornament, fence, shack, barn, pen, kennel, dog house, stable, storage shed, or temporary structure of any kind which is visible from the street, or another Lot may be erected, used or maintained on any Lot without the prior written approval of the Association's Design Review Entity, the Declarant, or the Board of Directors, whichever entity has jurisdiction over design review at the particular time. Notwithstanding the foregoing, tents may be erected temporarily in back yards only for purposes of drying or use thereof for a period not to exceed forty-eight (48) hours.

(j) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot without the prior approval of the Design Review Entity. In connection with an Owner's sale or marketing of a Lot, any "For Sale" sign on a Lot must conform to the specific sign criteria established from time to time by the Design Review Entity. Any "For Sale" sign which does not meet the pre-approved criteria shall be immediately removed by the Owner unless written approval is obtained for such sign from the Design Review Entity. Also in connection with an Owner's sale or marketing of a Lot, a reasonable number of directional "Open House" signs no larger than 18" x 24" is permissible within the Bells Valley development. "Open House" signs may be posted on the day of the event only and it is the responsibility of the homeowner to ensure all posted signs are removed immediately after the event. If an Owner fails to remove any unauthorized sign from such Owner's Lot within forty-eight (48) hours after written notice requesting removal of the sign is given to such Owner, then the Declarant or the Board, as the case may be, and their respective designees, shall have a right of entry upon such Lot to remove the unauthorized sign. **Exception:** One identifying security system sign and one identifying invisible fence sign may be posted on the mailbox post on a Lot, or as otherwise approved by the Design Review Entity.

(k) Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no hose, water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground, unless such installation is approved in writing by the Board of Directors or the Design Review Entity, or is required by the servicer or provider of any utility, including, without limitation, power, water, sewer, gas and cable television.

(l) Installation of antennas, including satellite dishes, shall be governed by and in compliance with the Federal Communications Commission ("FCC") and the Association's Community Code 3, Design Guidelines. A design review application must be submitted and approved by the Association prior to installation.

(m) Vegetable gardens shall be prohibited.

(n) Lawn furniture may be used on front porches or in the rear yards of Lots only, unless otherwise approved by the Board of Directors or the Design Review Entity. Children's play equipment may only be erected and maintained in accordance with Community Code 3, Design Guidelines and as approved.

(o) Bed sheets, plastic sheets, table cloths, towels, newspapers, or other similar window treatments shall not be hung or placed in or on any window within a Living Unit.

(p) Children's play and similar equipment shall not be allowed to remain overnight within view of the street unless approved by the Design Review Entity or Board of Directors.

(q) No drying or airing of any clothing, bedding or similar materials shall be permitted outdoors within the Property, and clothes-hanging devices such as lines, reels, poles

and frames are prohibited, unless for use on a temporary basis and as approved by the Design Review Entity.

(r) Except as approved in writing by the Design Review Entity, no portion of a garage or outbuilding designed for the storage of automobiles shall at any time be used for human habitation, temporarily, or permanently, nor shall any structure of a temporary character be used for human habitation, and no portion of a garage or outbuilding designed for the storage of automobiles may be altered, modified or changed in any manner which would inhibit or in any way limit its function as a parking area for vehicles. Notwithstanding the foregoing, any Lot owned by the Declarant upon which is situated a Living Unit in which the garage has been modified to serve as living area shall be exempt from this subsection and any grantee of the Declarant and such grantee's successors and assigns, shall also be exempt until such time as the garage is restored or a garage is constructed on such Lot.

(s) All yard sprinkler and irrigation systems shall be subject to approval of the Design Review Entity.

(t) Unless approved by the Design Review Entity, no trees shall be removed from within the Community, except for diseased or dead trees, trees requiring removal to promote the growth of other trees, or for safety reasons.

(u) No window air conditioning units may be installed in any Living Unit.

(v) Unless approved by the Design Review Entity accessory housing structures, including, without limitation, "granny flats" or apartments over garages are not permitted on any Lot. Accessory housing structures shall not be used for lease, rental, or commercial purposes.

The Declarant may, but shall not be obligated to, exempt portions of the Property from any or all of the foregoing use restrictions.

IN WITNESS WHEREOF, the undersigned, being the President of the Bells Valley Homeowners Association has caused this Community Code to be effective January 5, 2015.

By: Warren Jenkins
Warren Jenkins, President

CERTIFICATION:

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Bells Valley Homeowners Association, Inc., a Virginia non-stock corporation, and,

THAT the foregoing Community Code constitutes the original Code of said Association, as duly adopted at a meeting of the Board of Directors hereof, held on January 5, 2015.

IN WITNESS WHEREOF I have hereunto subscribed my name;

Chrisy Taylor
Chrisy Taylor, Secretary
Bells Valley Homeowners Association, Inc.

BELLS VALLEY HOMEOWNERS ASSOCIATION, INC.
COMMUNITY CODE 2
INTERNAL COMPLAINT POLICY

Establishing guidelines and procedures for the registration and resolution of written complaints to the Association Board of Directors.

WHEREAS, Brytmark at Moncure Valley, LLC , a Virginia limited liability company (the "Declarant") has heretofore recorded a certain Declaration of Covenants, Conditions, Easements and Restrictions for the Bells Valley Homeowners Association, Inc. (the "Association") on 02/10/2015, identified among the Land Records of Stafford County, Virginia as Instrument #15000218 (hereinafter referred to as the "Declaration", which term shall include any and all subsequent corrections, modifications and supplements thereof as may be recorded among the Land Records of Stafford County, Virginia);

WHEREAS, pursuant to Article IX of the Declaration the Declarant is authorized to promulgate as Community Codes rules, regulations, standards and guidelines governing the Community;

WHEREAS, Article IX of the Declaration provides that Community Codes shall have the same force and effect and binding nature as the covenants, conditions, easements and restrictions contained within the Declaration and applicable to all Property within the Community;

WHEREAS, Section 55-530.E of the Code of Virginia provides that all condominium, cooperative, and property owners' associations shall establish reasonable procedures for resolution of written complaints from owners or residents of the association and other citizens;

WHEREAS, Section 18VAC48-70-10 of the Common Interest Community Ombudsman Regulations defines association complaints as a written complaint filed by a member of the association or citizen concerning a matter regarding the action, inaction, or decision by the governing board, managing agent or association inconsistent with applicable laws and regulations;

WHEREAS, Section 55-530.E.1 of the Code of Virginia provides that a record of each complaint shall be maintained for no less than one year after the association acts upon the complaint;

WHEREAS, Section 55-530.E.2 of the Code of Virginia provides that all associations shall provide complaint forms or written procedures to be given to persons who wish to register complaints with the Association and such forms or procedures shall include certain specific information; and,

WHEREAS, for the benefit and protection of the Association, the Declarant and the Board of Directors deems it necessary and desirable to establish a procedure for the registration and resolution of complaints by members and citizens;

NOW, THEREFORE, BE IT RESOLVED THAT the Declarant and Board of Directors do hereby establish the following internal complaint procedure for use in the event a dispute arises between the Association and a member or citizen.

IN WITNESS WHEREOF, the undersigned, being the President of the Bells Valley Homeowners Association has caused this Community Code to be effective January 5, 2015.

By: Warren Jenkins
Warren Jenkins, President

CERTIFICATION:

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Bells Valley Homeowners Association, Inc., a Virginia non-stock corporation, and,

THAT the foregoing Community Code constitutes the original Code of said Association, as duly adopted at a meeting of the Board of Directors hereof, held on January 5, 2015.

IN WITNESS WHEREOF I have hereunto subscribed my name;

Chrisy Taylor
Chrisy Taylor, Secretary
Bells Valley Homeowners Association, Inc.

ARTICLE 1

INTERNAL COMPLAINT REVIEWING ENTITY

Section 1.1 Internal Complaint Reviewing Entity.

a) The Board shall serve as the Internal Complaint Reviewing Entity ("Reviewing Entity"). The Board shall elect a Board member to serve as the Reviewing Entity Chair.

(b) If the Board, or any member of the Board, cannot serve as members of the Reviewing Entity as a result of a conflict of interest or recusal, the Board may appoint lot owners to serve as members of the Reviewing Entity.

(c) If a complaint is filed by a member of the Board, the complaining member must recuse himself from acting as a member of the Reviewing Entity.

Section 1.2 Meetings and Hearings.

(a) The Reviewing Entity shall hold regular meetings and hearings as necessary. Meetings of the Reviewing Entity may be called by the Chair of the Reviewing Entity and by a majority of the members of the Reviewing Entity.

(b) All Reviewing Entity meetings shall be open to members of the Association. The Reviewing Entity may meet in executive session to discuss matters before the Reviewing Entity pursuant to Section 55-510.1.C of the Act. Any vote of the Reviewing Entity shall be taken in an open meeting.

(c) A majority of the members of the Reviewing Entity present at any meeting shall constitute a quorum.

(d) A simple majority vote of Reviewing Entity Members while a quorum is present shall constitute a decision of the Reviewing Entity.

(e) A copy of all minutes, rules, regulations and policy statements of the Reviewing Entity shall be filed with the records of the Association and shall be maintained by the Association as a permanent public record. The Association shall make copies thereof available, except as may be withheld from review by Section 55-510.C of the Act, to any interested member of the Association at a reasonable cost and shall make such minutes, rules, regulations and policy statements available to members for copying.

(f) All Reviewing Entity meetings shall be conducted generally in accordance with Robert's Rules of Order.

(g) All Reviewing Entity hearings shall be conducted in the manner set forth below.

ARTICLE 2
REGISTRATION OF COMPLAINTS WITH
THE REVIEWING ENTITY

Section 2.1 Actions Prior to Initiation of Formal Internal Complaint Procedures.

(a) Any member, officer of the Association, Board Member or citizen has the authority to address the Board to request that the Association correct any act or omission by the Board or the Association ("Respondent"), which appears to be in violation of the Act or regulations. Such requests should be made to the Board before the Internal Complaint Procedure is initiated.

(b) Upon such request, the Board shall consider the request in either open or executive session, as appropriate, and specifically address the request, either in person, or in writing, at or prior to the next meeting of the Board. If the Board fails to address the request in a timely manner, the sole remedy of the member, officer of the Association, Board Member or citizen shall be the initiation of the Internal Complaint Procedure as set forth below.

Section 2.2 Written Complaint.

(a) If the actions described in Section 2.1 prove unsuccessful, or the Board fails to address the member, officer of the Association, Board Member or citizen's request specifically, the Internal Complaint Procedure shall be initiated upon filing a written complaint ("Complaint") with the Reviewing Entity, signed by any member, officer of the Association, Board Member or citizen ("Complainant"). The Association shall provide the Complaint forms attached hereto as Exhibit 1.

(b) The Complaint shall constitute a written statement of charges which shall set forth, in ordinary and concise language, the acts or omissions with which the Respondent is charged.

(c) The Complaint shall identify, to the greatest extent practicable, the specific provisions of the Act or regulations which the Board or Association is alleged to have violated and shall contain basic supporting facts. Where possible, and if appropriate, supporting documentation showing the date and description of the violation shall be provided.

(d) The Complaint must be as specific as possible as to times, dates, places, acts or omissions and persons involved.

(e) The Association shall provide written acknowledgment of receipt of the Complaint to the Complainant within seven days of receipt. Such acknowledgment may be hand delivered, mailed by registered or certified mail, return receipt requested, or sent by electronic means provided the sender retains proof of electronic delivery.

(f) A record of each Complaint shall be maintained for one year after the Reviewing Entity acts upon the Complaint. For the purposes of this subsection, "acts upon" shall mean dismisses the Complaint or conducts a hearing and makes a decision regarding the Complaint.

Section 2.3 Notice of Complaint.

(a) Upon receipt of a Complaint, the Reviewing Entity shall review the Complaint to determine whether the Complaint concerns a potential violation of the Act or regulations. The Reviewing Entity may request additional information from the Complainant and may consult with Association legal counsel.

(b) If the Reviewing Entity determines the Complaint concerns a potential violation of the Act or regulations, the Reviewing Entity shall notify the Complainant and Association legal counsel in writing that a potential violation has been noted, including a copy of the Complaint, along with the time, date, place and nature of the potential violation.

(c) If the Reviewing Entity determines that a violation of the Act or regulation has not occurred, has been corrected, or the Complaint is invalid for any reason, the Reviewing Entity shall respond in writing to the Complainant dismissing the Complaint and explaining the reasons for dismissal.

(d) If the violation is not remedied to the satisfaction of the Reviewing Entity within thirty days of the Notice of Violation, the Reviewing Entity will schedule the Complaint for a hearing, at the next meeting of the Reviewing Entity, scheduled ten days or more from the end of the thirty-day period.

Section 2.4 Notice of Hearing.

(a) Upon scheduling the Complaint for a hearing, the Reviewing Entity shall provide Notice of Hearing to the Complainant at least fourteen days prior to the hearing by hand-delivery or certified mail, return receipt requested. Notice may also be sent by electronic mail upon authorization by the Complainant.

(b) The Complainant may request a continuance of the hearing for any reason. Continuance may be authorized at the sole discretion of the Reviewing Entity and shall be given only for good cause.

Section 2.5 Amended and Supplemental Complaints.

At any time prior to the hearing date, the Complainant may file an amended or supplemental Complaint. All parties shall be notified of any amendments or supplements in the manner provided in this Resolution. If the amended or supplemental Complaint presents new

allegations, the Reviewing Entity shall afford the Respondent a reasonable opportunity to prepare for the hearing.

ARTICLE 3

HEARING BEFORE THE REVIEWING ENTITY

Section 3.1 Hearing.

(a) The Reviewing Entity Chair shall serve as hearing officer and preside over the hearing, unless otherwise determined by the Reviewing Entity. Association legal counsel may attend the hearing on behalf of the Respondent at the request of the Reviewing Entity. The Complainant may be represented by legal counsel at the hearing.

(b) At the beginning of the hearing, the hearing officer shall explain the rules by which the hearing will be conducted. The Reviewing Entity may determine the manner in which the hearing will be conducted, so long as the rights set forth in this Resolution are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant information shall be admitted if it is information upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statute which might make the admission of such information improper.

(c) Neither the Complainant nor the Respondent need be in attendance at the hearing, but neither may be prohibited from attending the hearing. Depending upon the circumstances of the hearing, the Reviewing Entity may conduct the hearing in executive session.

(d) The Complainant and the Respondent may, but need not:

- (1) Make an opening statement;
- (2) Introduce evidence, testimony and witnesses;
- (3) Cross-examine opposing witnesses;
- (4) Rebut evidence and testimony; and
- (5) Make a closing statement.

The Complainant and the Respondent may be called and questioned, by the Reviewing Entity.

Section 3.2 Decisions.

(a) To be effective, a decision of the Reviewing Entity shall be by simple majority vote. The Reviewing Entity is encouraged to discuss the matter with Association legal counsel

and the managing agent and may rely upon the expertise and opinion of either in reaching a decision. The Notice of Final Decision shall be dated and hand delivered or mailed by certified mail, return receipt requested, to the Complainant and Association legal counsel within seven days of the hearing.

(b) If the final decision of the Reviewing Entity is adverse to the Complainant, the Complainant may give written notice of the adverse decision to the Common Interest Community Board within thirty days of the decision date. Notice of an adverse decision to the Common Interest Community Board shall include copies of all records pertinent to the decision by the Reviewing Entity and shall be accompanied by a \$25.00 filing fee, payable to the Treasurer of Virginia.

(c) If the final decision of the Reviewing Entity is adverse to the Respondent, the Reviewing Entity shall make recommendations of acceptable methods for addressing the violation. Upon receipt of the Reviewing Entity's decision, the Respondent shall address the violation within twenty-five days of the decision, unless the corrective action may be completed in less time or requires additional time to address.

(d) If, after consideration of all relevant factors, or upon the advice of Association legal counsel, the Board fails to address the violation within twenty-five days of the Reviewing Entity's decision, the Complainant may give notice to the Common Interest Community Board as if an adverse decision was entered against the Complainant.

ARTICLE 4

GENERAL PROVISIONS

Section 4.1 Proceedings.

This Resolution is intended to assure that all Complaints are considered and, if necessary, acted upon to comply with the Act and regulations, and to serve as a guideline for the resolution of such complaints.

Section 4.2 Implementation.

The Reviewing Entity may determine the specific manner in which the provisions of this Resolution are to be implemented, provided that internal complaints are resolved.

Section 4.3 Severability.

Any inadvertent omission or failure to conduct proceedings in exact conformity with this Resolution shall not invalidate the results of such proceedings, so long as a prudent and reasonable attempt has been made to effect the general steps set forth in this Resolution.

Section 4.4 Definitions.

(a) “Adverse decision” or “final adverse decision” means the final determination issued by the Reviewing Entity that is opposite of, or does not provide for, either wholly or in part, the cure or corrective action sought by the Complainant. All avenues for internal appeal under this Resolution must be exhausted prior to a decision being deemed final.

(b) “Complaint” means a written complaint filed by a member or citizen pursuant to this Resolution concerning a matter regarding the action, inaction, or decision by the Board, the Association managing agent, or the Association inconsistent with applicable laws and regulations.

BELLS VALLEY HOMEOWNERS ASSOCIATION
[ADDRESS OF ASSOCIATION OR MANAGING AGENT]
[TELEPHONE NUMBER OF ASSOCIATION OR MANAGING AGENT]

INTERNAL COMPLAINT FORM

COMPLAINING PARTY (The Party Filing the Complaint)

Complaining Party's Name: _____

Mailing Address: _____

Address in Association: _____

(if different) _____

Home Phone: _____ Other Phone: _____

Email Address: _____

Are you a lot owner in the Association? Yes ☐ No ☐

NATURE OF COMPLAINT

YOUR COMPLAINT INVOLVES: (Check as appropriate)

The authority of the Association/Board of Directors, under any law or regulation, to:

- ☐ Require any person to take action, or not to take any action, involving a lot
- ☐ Require any person to pay a fee, charge, or assessment
- ☐ Spend association funds
- ☐ Alter or add to common area

The failure of the Association/Board of Directors, when required by law or regulation, to:

- ☐ Properly conduct an election

- ☐ Give adequate notice of a meeting or other action
- ☐ Properly conduct a meeting
- ☐ Maintain or audit books and records
- ☐ Allow inspection of books and records
- ☐ Properly adopt a budget or rule

Circumstances and specifics regarding the above allegation:

Please name the conditions or events that you believe to be a violation of law or regulations. List the names, dates, times, places, events and reasons leading to this formal complaint and any informal attempts at resolving the complaint. Also please cite, to the greatest extent practicable, the law or regulation you believe was violated. Use additional sheets of paper if necessary and include additional documentation, if appropriate. Please type or write legibly in black or blue ink.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

DESIRED ACTION:

Please state what actions you think will resolve your complaint:

I hereby certify that the statements made on this form and in any attached documents are true and complete to the best of my knowledge, information and belief. I authorize notices under the Internal Complaint Procedure to be sent by electronic mail to the electronic mail address provided in this form.

Signature

Date

If, after the Reviewing Entity's consideration and review of the Complaint, the Reviewing Entity issues a final decision adverse to the Complainant, you have the right to file a notice of final adverse decision with the Common Interest Community Board ("CICB") in accordance with the regulation promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman ("Ombudsman"), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25.00 filing fee, payable to the Treasurer of Virginia. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, Virginia 23233
804/367-2941
CICombudsman@dpor.virginia.gov

BELLS VALLEY HOMEOWNERS ASSOCIATION, INC.

COMMUNITY CODE 3

DESIGN GUIDELINES

WHEREAS, Brytmark at Moncure Valley, LLC, a Virginia limited liability company (the "Declarant") has heretofore recorded a certain Declaration of Covenants, Conditions, Easements and Restrictions for the Bells Valley Homeowners Association, Inc. (the "Association") on 02/10/2015, identified among the Land Records of Stafford County, Virginia as Instrument #15000218 (hereinafter referred to as the "Declaration", which term shall include any and all subsequent corrections, modifications and supplements thereof as may be recorded among the Land Records of Stafford County, Virginia);

WHEREAS, pursuant to Article IX of the Declaration the Declarant is authorized to promulgate as Community Codes rules, regulations, standards and guidelines governing the Community;

WHEREAS, Article IX of the Declaration provides that Community Codes shall have the same force and effect and binding nature as the covenants, conditions, easements and restrictions contained within the Declaration and applicable to all Property within the Community;

WHEREAS, the Declarant and the Board of Directors desires to establish certain design restrictions with respect to the Property for the benefit of the Community and its residents.

NOW THEREFORE, BE IT RESOLVED, that the Declarant and the Board of Directors hereby adopts Community Code 3 which, as may be further modified or amended from time to time, shall be binding on all parties having any right, title or interest in all or any portion of the Community, their respective heirs, personal representatives, successors, transferees and assigns, as well as occupants, guests and invitees, and shall inure to the benefit of each Owner thereof. Unless otherwise defined herein, capitalized terms used herein shall have the same meanings as are set forth for them in Article I of the Declaration.

IN WITNESS WHEREOF, the undersigned, being the President of the Bells Valley Homeowners Association has caused this Community Code to be effective January 5, 2015.

By: Warren Jenkins
Warren Jenkins, President

CERTIFICATION:

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Bells Valley Homeowners Association, Inc., a Virginia non-stock corporation, and,

THAT the foregoing Community Code constitutes the original Code of said Association, as duly adopted at a meeting of the Board of Directors hereof, held on January 5, 2015.

IN WITNESS WHEREOF I have hereunto subscribed my name;

Chrisy Taylor
Chrisy Taylor, Secretary
Bells Valley Homeowners Association, Inc.

BELLS VALLEY HOMEOWNERS ASSOCIATION

Community Code 3 - DESIGN GUIDELINES

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In accordance with the Bells Valley Declaration of Covenants, *prior to construction*, an application form must be submitted and approved by the HOA for all exterior improvements.

A. **DECKS & COVERED PORCHES, GAZEBOS**

1. All exposed vertical surfaces of decks and covered porches shall be constructed of white or approved off-white vinyl or wood. **Note:** *This includes all railings, band boards, stair stringers, support columns and beams.* **Exception:** *Railings may be of painted metal with white, off white, black, or bronze finish.*
2. All support columns shall be minimum 6"x 6".
3. Screened porches shall be constructed with black or dark bronze screen color.
4. Porches shall be classically detailed using square or round columns supporting entablatures under flat or pitched roofs.
5. Gazebos must be approved by the Architectural Review Entity as to location, material, and design.

B. **DETACHED STRUCTURES**

Detached Structures shall require the approval of the Design Review Entity and permitted according to these provisions:

1. A single doghouse shall not exceed sixteen (16) square feet and four feet (4') in height at the highest point. It shall be constructed of materials and colors consistent with the home.
2. All other storage facilities shall be at a location approved by the Design Review Entity, and constructed consistent with the same color, materials, and style of the house. Depending on location of the approved storage facility, the Design Review Entity may require landscape screening to minimize the view.

C. **DOORS**

1. Storm and screen doors shall be "full view", i.e., no panels. Door shall be painted or finished to the same color as the door to which it is attached.
2. Replacement of front entry door shall be with like-kind or a design consistent with the character of the neighborhood and as approved by the Design Review Entity.

D. **DRIVEWAYS**

1. Driveways may be constructed of asphalt, or as approved by the Design Review Entity.
2. All driveway construction and colors must be approved by the Design Review Entity.

E. **FENCING**

1. Fencing is prohibited between the front property line and the rear corner of the home.
2. All fencing shall be six feet high and constructed of either wood or white vinyl, vertical board on board or board on batten design with a decorative lattice top. Wood is to be stained with "WoodSmart by Behr" Fence Solid Color: Cedar SC-146.
(<http://www.behr.com/consumer/colors/stain>)

3. All other fence designs, including chain link, picket, rail, convex and stockade shall be prohibited.
4. Panel/Kit Fencing shall be prohibited.
5. Double row fencing shall be prohibited.
6. Fencing shall be setback a minimum of 18 inches from the property line. Homeowners are responsible for keeping the area between the outer fence and the property line maintained free of weeds and overgrowth.
7. Fencing must be 2 inches or more above grade/the ground.
8. Fencing shall not be placed in any easement area.
9. No fence, wall tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic.
10. Fencing shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.
11. All fencing, with the exception of deer management fencing, must be approved by the Design Review Entity.
12. Deer Management Fencing: Black or dark metal color mesh may be wrapped around individual trees and shrubs for the purpose of deer protection between November and March. Dark colored posts no taller than 2/3 the height of the individual planting and no greater distance than one foot from the individual planting may be used to stake the mesh protective covering.

F. LANDSCAPE GUIDELINES

The landscape of Bells Valley shall be designed to blend newly constructed homes into the rural and historic farm landscape of Stafford County.

1. Plant material shall be provided to create outdoor spaces, frame views, provide privacy, and help define driveway entrances. Additional shrubs and trees may be planted on Lots with the approval of the Design Review Entity. Plant materials native to the Bells Valley setting or compatible in color, texture and form are encouraged.
2. Retaining walls located in the front yards shall be constructed of local fieldstone. Brick may be used if the front facade of the home is brick. Timber, pre-cast concrete block or concrete retaining, or freestanding walls or planters may not be constructed in front yards. No site retaining wall may be taller than four feet (4').
1. Plantings that occur near common boundaries shall be massed in natural, irregular forms of plant materials, consisting of beds or drifts of the same materials planted 12-15 feet apart.
2. Masses of plantings shall be used to screen play equipment, service areas, utilities, and any other objectionable views from the street, when required by the Design Review Entity.
3. Homes shall have maintained lawns from the rear of the home to the street, with the exception of existing wooded areas, which have been retained.

G. MAILBOX UNIT DESIGN

1. All mailbox units shall be post mounted.

2. The original developer installed mailbox unit may not be replaced with any other design style without the approval of the Design Review Entity

H. **HOT TUBS**

1. Hot tubs shall be located in the rear yard of the home.
2. Screening is required around the hot tub and in accordance with the Fencing provision of this Community code.
3. Landscaping is required to reasonably screen and minimize the view of the hot tub from the street and between properties.

I. **RECREATION AND PLAY EQUIPMENT**

1. Recreation and outdoor play systems shall be located in the rear yard of the home or as approved by the Design Review Entity.
2. Exposed play sets shall be wood and stained to a dark natural finish or as approved by the DRE.
3. Recreation and play equipment must be adequately screened with masses of plantings to minimize visual impact between neighboring properties and from the street.

J. **SATELLITE DISHES and ANTENNAS**

Satellite dishes and antennas shall be in compliance with the Federal Communications Commission ("FCC") and shall be:

1. A maximum diameter of one (1) meter.
2. To the maximum extent possible, antennas shall be located in a place shielded from public view. Depending on optimum location, landscape screening may be required.
3. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
4. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard.
5. An Owner shall promptly remove an antenna if service to the antenna is discontinued.

K. **SOLAR ENERGY COLLECTION DEVICES**

Solar energy collection devices shall:

1. Be sized for home consumption. Calculations shall be provided showing the number and area of the solar devices required to efficiently service the home.
2. Be roof mounted and installed parallel to the slope of a roof at the rear side of home, or as otherwise approved by the Design Review Entity.
3. The highest point of a solar energy collection device shall be lower than the ridge of the roof where it is attached.
4. Piping and electrical connections shall be located directly under and/or within the perimeter of the device and invisible from all street angles.
5. The color of the device and trim of the support structure shall be limited to black, brown, gray or non-reflective metallic as provided by the manufacturer. All painted surfaces shall be kept in good repair.
6. No application for a solar energy collection device shall be considered without a sample or illustrated brochure of the proposed solar unit, which clearly depicts the unit and

defines the materials used; and, construction drawings to show the location, attachment to roof structure, number and size of devices, and location of any other exterior system components.

L. **MISCELLANEOUS EXTERIOR APPLICATIONS**

1. Exterior air conditioning units, i.e., 'thru wall' or 'window' are prohibited.
2. Exterior decorative objects, including bird houses, bird baths, free-standing poles and other structures of all types, water features, stone placement, and sculpture placed in the front yard or at a location in public view must be approved by the Design Review Entity.

****NOTICE:***

- *The Design Guidelines are subject to modification by the Design Review Entity and as approved by the Board of Directors.*
- *Pursuant to Article VII of the Declaration, the Design Review Entity may, in its sole discretion, but shall not be required to, authorize waivers or variances from compliance with any of the provisions of these Design Guidelines.*

BELLS VALLEY HOMEOWNERS ASSOCIATION, INC.

COMMUNITY CODE 4

PROCEDURES FOR PROCESSING ALLEGED VIOLATIONS OF THE GOVERNING DOCUMENTS OF THE ASSOCIATION

WHEREAS, Brytmark at Moncure Valley, LLC, a Virginia limited liability company (the "Declarant") has heretofore recorded a certain Declaration of Covenants, Conditions, Easements and Restrictions for the Bells Valley Homeowners Association, Inc. (the "Association") on 02/10/2015, identified among the Land Records of Stafford County, Virginia as Instrument #15000218 (hereinafter referred to as the "Declaration", which term shall include any and all subsequent corrections, modifications and supplements thereof as may be recorded among the Land Records of Stafford County, Virginia);

WHEREAS, pursuant to Article IX of the Declaration the Declarant is authorized to promulgate as Community Codes rules, regulations, standards and guidelines governing the Community;

WHEREAS, Article IX of the Declaration provides that Community Codes shall have the same force and effect and binding nature as the covenants, conditions, easements and restrictions contained within the Declaration and applicable to all Property within the Community;

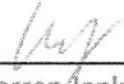
WHEREAS, Article IX of the Declaration provides that the Declarant may, during the Declarant's Rights and Obligations Period, unilaterally propose and approve Community Codes for hearing alleged violations of the Governing Documents, which shall incorporate reasonable concepts of due process and fundamental fairness;

WHEREAS, the Declarant and Board of Directors desires to establish procedures for processing cases of alleged violations of the Governing Documents of the Association;

NOW THEREFORE, BE IT RESOLVED, that the Declarant and Board of Directors hereby adopts the Procedures for Processing Cases of Alleged Violations of the Governing Documents attached to and made a part hereof as Exhibit "A". Such procedures, as may be modified or amended from time to time, shall be binding on all parties having any right, title or interest in all or any portion of the Community, their respective heirs, personal representatives, successors, transferees and assigns, as well as occupants, guests and invitees, and shall inure to the benefit of each Owner thereof.

Unless otherwise defined herein, capitalized terms used herein shall have the same meanings as are set forth for them in Article 1 the Declaration.

IN WITNESS WHEREOF, the undersigned, being the President of the Bells Valley Homeowners Association has caused this Community Code to be effective the January 5, 2015.

By: 
Warren Jenkins, President

CERTIFICATION:

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Bells Valley Homeowners Association, Inc., a Virginia non-stock corporation, and,

THAT the foregoing Community Code constitutes the original Code of said Association, as duly adopted at a meeting of the Board of Directors hereof, held on the January 5, 2015.

IN WITNESS WHEREOF I have hereunto subscribed my name;


Chrisy Taylor, Secretary
Bells Valley Homeowners Association, Inc.

EXHIBIT A – Community Code 4

BELLS VALLEY HOMEOWNERS ASSOCIATION, INC.

PROCEDURES FOR PROCESSING CASES OF ALLEGED VIOLATIONS OF THE GOVERNING DOCUMENTS

I. ENFORCEMENT PROCEDURES

- A. The Board of Directors or the Declarant, as the case may be, may appoint a Covenants Committee to perform the duties in accordance with the procedures set forth herein.

Actions Prior to the Initiation of Formal Enforcement Procedures. Any Owner, resident of the Community ("Resident"), Association director or officer, member of the Covenants Committee or the Design Review Committee or the community manager (hereinafter referred to collectively as "Complainant") has the authority to request that an Owner or Resident cease or correct any act or omission which appears to be in violation of the Governing Documents. Informal attempts should be made to resolve any alleged violations prior to the initiation of formal enforcement procedures. Any Owner or Resident shall have the right to be represented by counsel at any time, whether informal or formal enforcement procedures have been instituted.

The Covenants Committee will generally not become involved in disputes between Owners or Residents regarding activities within private Lots or the appurtenant Community Property, unless such disputes involve alleged violations of the Governing Documents.

The Covenants Committee may make initial attempts to secure compliance through correspondence to the offending party ("Respondent") which states the time, date, place and nature of the violation and which sets forth the time period in which the violation must be corrected. If the respondent is a tenant, the Owner of the Lot leased by such tenant shall also be notified at this time. Copies of such correspondence shall be maintained in the Association files, and a copy shall be sent to the Community attorney for the Association.

- B. Written Complaint. If the actions described in Part I, Section A prove unsuccessful, formal enforcement procedures shall be initiated upon the filing of a written complaint by Complainant with the community manager, who shall forward the complaint to the Covenants Committee.

The complaint shall include a written statement of charges which shall set forth in clear and concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare a defense. The complaint shall specify the specific provisions of the Governing Documents which the Respondent is alleged to have violated and shall contain supporting facts. The complaint must be as specific as possible as to times, dates, places and persons involved.

- C. Preliminary Investigation. Upon receipt and consideration of the written complaint, the Covenants Committee may request the community manager or a member of the Covenants Committee to make a preliminary investigation as to the validity of the complaint. Such preliminary investigation shall be concluded within a reasonable period of time and the findings from the preliminary investigation promptly reported to the Covenants Committee. If the condition has been corrected or the complaint is invalid for any reason, the Covenants Committee shall determine the appropriate disposition of the matter and respond in writing to the Complainant. If preliminary investigation indicates the need for further action, the Covenants Committee may proceed as appropriate with the steps set forth below.
- D. Service of Complaint. If preliminary investigation indicates further action is necessary, the Covenants Committee shall serve a copy of the complaint on the Respondent by either of the following means: (1) personal service, or (2) by registered or certified mail, return receipt requested, and addressed to the Respondent at the address appearing on the books of the Association. If after good faith efforts the Covenants Committee is unable to serve a copy of the complaint on the Respondent by either of the foregoing means, the Covenants Committee may serve a copy of the complaint on the Respondent by any other means of service that it deems appropriate under the circumstances which is reasonably calculated to give actual notice, including, without limitation, conspicuous posting of a copy of the complaint at the Respondent's address as shown on the books of the Association or delivery of a copy of the complaint to Respondent by regular mail at such address. The complaint shall be accompanied with a "Notice of Hearing" as described in Part I, Section F below, and with a postcard or other written form as described in Part I, Section F below entitled "Notice of Defense" which constitutes a notice of defense hereunder. No order adversely affecting the rights of the Respondent may be made in any case, unless the Respondent has been served as provided herein. If the Respondent is a tenant, a copy of the complaint and accompanying notices provided for below, shall also be served on the Owner of the Lot leased by such tenant

at the same time as such complaint is served on the tenant, in any manner permitted by this Section.

- E. Notice of Hearing. Along with service of the complaint, the Covenants Committee shall serve a Notice of Hearing on the Respondent, the Complainant and, if applicable, the Owner of the Lot leased by the Respondent which shall specify a hearing date no sooner than fourteen (14) days after the date of service. The Notice of Hearing shall be substantially in the following form but may include other information.

"You are hereby notified that a hearing will be held
before the Covenants Committee at
_____, on
_____, at the hour of _____,
upon the charges made in the complaint served
upon you. You may be present at the hearing and
may, but need not be, represented by counsel, may
present any relevant evidence, and will be given
full opportunity to examine and cross-examine all
witnesses. You are entitled to request the
attendance of witnesses and the production of
books, documents, or other items by applying to
the Covenants Committee."

If the respondent or the Complainant can promptly show good cause as to why they cannot attend the hearing on the scheduled date and indicate times and dates on which they would be available, or if the Covenants Committee in its discretion determines to extend the hearing date, the Covenants Committee may reschedule the hearing and shall promptly serve notice of the new hearing date.

- F. Notice of Defense. Service of the Complaint and the Notice of Hearing shall be accompanied by a form to be used to prepare a Notice of Defense.

The Notice of Defense shall state that the Respondent may:

1. Attend the hearing before the Covenants Committee;
2. Object to the complaint on the grounds that it does not state acts or omissions upon which the Covenants Committee may proceed;
3. Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the Respondent cannot identify the violating behavior or prepare a proper defense; or

4. Admit to the complaint in whole or in part, including any intention of the Respondent to correct or remedy the alleged violation. In such event, the Covenants Committee shall meet to determine the appropriate action or penalty, if any.

Any objections to the complaint based on paragraphs 2 or 3 above shall be provided in writing to the community manager within five (5) days of service of the complaint. The Covenants Committee shall consider the objection and make its determination as to the materiality of the objection within ten (10) days of its receipt of the objection. The Covenants Committee shall make its determination and notify all parties within such ten (10)-day period. If the complaint is found insufficient, the Complainant shall have ten (10) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the Covenants Committee that the complaint is still insufficient, then the matter shall be dismissed by the Covenants Committee.

- G. Cease and Desist Request. The Covenants Committee may, at its own discretion, issue a cease and desist request along with the complaint, Notice of Hearing and Notice of Defense. Such cease and desist request shall be substantially in the following form:

The Covenants Committee has received the attached complaint.

The Covenants Committee hereby requests that you CEASE AND DESIST such acts or action until such time as this order is abrogated by a ruling of the Covenants Committee, the Board of Directors or a court of law.

Failure to comply with this request may result in penalty greater than that which would be imposed for a single violation.

- H. Amended or Supplemental Complaints. At any time prior to the hearing date, the Covenants Committee may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner provided herein. If the amended or supplemental complaint presents new charges, the Covenants Committee shall afford the Respondent a reasonable opportunity to prepare proper defense

thereto, and may extend the hearing date as determined by the Covenants Committee in its discretion.

- I. Discovery. Upon written request to an opposing party, made prior to the hearing and within fifteen (15) days after service of the complaint by the Covenants Committee or ten (10) days after service of any amended or supplemental complaint, either party is entitled to: (1) obtain the names and addresses of witnesses to the extent known to the opposing party and (2) inspect and make copies of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is protected from disclosure or which is otherwise privileged or confidential pursuant to public law. Any party claiming a request for discovery has not been complied with shall submit a petition to request discovery to the Covenants Committee. The Covenants Committee shall make determination and issue a written order setting forth the matters or parts thereof which the party requesting discovery is entitled to discover.
- J. Statements. Sworn statements may be introduced into evidence by a party if a copy of the statement is mailed or delivered to the opposing party at least seven (7) days prior to the introduction of the statement. The sworn statements, if introduced in evidence, shall be given the same effects as if the author had testified orally unless the opposing party, within five (5) days after receipt of the statement, mails or delivers to the party seeking to introduce the statement a request to cross-examine the statement's author. If an opportunity to cross-examine the statement's author is not afforded after request is made as herein provided, the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence, as provided in Part I, Section L.
- K. Constraints on the Covenants Committee. It shall be incumbent upon each member of the Covenants Committee to make a determination as to whether that member is able to function in a disinterested and objective manner in consideration of a case before it. Any member incapable of objective consideration of the case shall disclose this fact and shall not participate in the proceedings. Any member of the Covenants Committee has the right to challenge any other member such member believes is unable to function in a disinterested and objective manner.

Prior to the hearing, the Complainant and the Respondent may challenge any member of the Covenants Committee for cause. In the event of such a challenge, the Covenants Committee shall meet within ten (10) days to

determine the sufficiency of the challenge. If the Covenants Committee sustains the challenge, the chairman of the Covenants Committee shall at that time, require the challenged member to refrain from participating. All decisions of the Covenants Committee in this regard shall be final.

L. Hearing. Hearings shall be held before a majority of the members of the Covenants Committee:

1. The Covenants Committee shall select one of its members to serve as a hearing officer and preside over the hearing. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. The Covenants Committee may determine the manner in which the hearing will be conducted, so long as the rights set forth in this Resolution are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make the admission of such evidence improper. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding.
2. It is not required that a Complainant or Respondent be in attendance at the hearing. At the request of either the Complainant or the Respondent, the Covenants Committee may agree to conduct the hearing in private session, subject to the provisions of public law.
3. Each party shall have the right to do the following, but may waive any or all of these rights:
 - a. make an opening statement;
 - b. introduce evidence, testimony and witnesses;
 - c. cross-examine opposing witnesses;
 - d. rebut evidence and testimony;
 - e. make a closing statement.

Even if the Complainant or the Respondent does not testify in their own behalf, each may still be called and questioned by the

Covenants Committee. If the Complainant or the Respondent wishes to question an opposing party, the opposing party to be questioned must be so notified at least (5) days in advance of the hearing.

4. Whenever the Covenants Committee has commenced to hear the matter and a member of the Covenants Committee withdraws prior to a final determination, the remaining members shall continue to hear such matter.
 5. The Covenants Committee may rule upon the complaint at the time of the hearing and may take such other action, including the levy of a charge, as is authorized by the Governing Documents. In any event, the Covenants Committee shall prepare a written decision disposing of the matters raised in the complaint, and shall serve a copy of the decision upon the Complainant and Respondent within ten (10) days of the hearing, by either of the following means: (1) personal service, or (2) certified mail, return receipt requested. If after good faith efforts the Covenants Committee is unable to serve a copy of the decision on the Complainant and/or the Respondent by either of the foregoing means, the Covenants Committee may serve a copy of the decision on the Complainant and/or the Respondent by any other means of service that it deems appropriate under the circumstances which is reasonably calculated to give actual notice, including, without limitation, conspicuous posting of a copy of the decision at the Complainant's and/or Respondent's address as shown on the books of the Association or delivery of a copy of the decision to the Complainant and/or the Respondent by regular mail at such address. A decision which is adverse to the Respondent shall require a majority vote of the entire membership of the Covenants Committee (or Board of Directors, if acting in lieu of the Covenants Committee). If the Respondent is a tenant, a copy of the decision of the Covenants Committee shall also be served on the Owner of the Lot leased by such tenant at the same time as such decision is served on the tenant, in any manner permitted by this Section.
- M. Suspension of Privileges and Levying of Violation Charges. Disciplinary action imposed by the Covenants Committee or Board of Directors may include suspending or conditioning the Respondent's right to use any Community Property or Association facilities or services, including utilities provided directly through the Association, provided such suspension or conditions do not preclude access to the Respondent's Lot through

Community Property or endanger the health, safety, or property of any Owner, tenant or occupant of a Lot. For a continuing infraction (including nonpayment of any assessment or charge, including a violation charge levied pursuant to this section after the same becomes delinquent), suspension may be imposed for so long as the violation continues; provided, however, that a Respondent's right to use right Community Property or Association facilities or services shall not be suspended for failure to any such assessment or charge unless such assessment or charge is more than sixty (60) days past due. For any noncontinuing infraction, suspension of the right to use any or all Community Property or Association facilities or services shall be for a period of not more than sixty (60) days. Disciplinary action may also include imposition of a violation charge. The amount of the violation charge shall not be limited to the expense or damage to the Association caused by the violation, but shall not exceed fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per day for any offense of a continuing nature, or such other amounts as may be permitted by applicable law. Such charges shall not be imposed for the nonpayment of assessments.

II. ACTION OF THE BOARD OF DIRECTORS

- A. No Covenants Committee. If the Board of Directors or the Declarant, as the case may be, has not appointed a Covenants Committee then the Board of Directors shall perform the duties of the Covenants Committee in accordance with the procedures set forth herein.
- B. Appeals.
 - 1. Rights of Owner or Residents. Final decisions of the Covenants Committee may be appealed to the Board of Directors. The Board of Directors may make a preliminary review of the case and make a determination as to whether it will hear the appeal. The Board of Directors may, on the basis of the preliminary review, elect not to hear the appeal, in which case the Board of Directors will so inform the Respondent, the Complainant and, if applicable, the Owner of the Lot leased by the Respondent, in writing and the decision of the Covenants Committee stands.
 - 2. Petitions. Appeals petitions must be written and must be submitted to the Board of Directors within ten (10) days of receipt of a decision of the Covenants Committee, in substantially the following form:

(I) (We), _____,
hereby petition the Board of Directors to
hear an appeal of the decision of the
Covenants Committee (Application) (case)
No. _____. (I) (We) further
understand that within the Association, the
decision of the Board of Directors on this
issue is final.

3. Notice of Hearing. Notice of Hearing shall be as in Part I, Section E of this Resolution except that it shall be served by the Board of Directors.
4. Procedures. All of the rights and procedures established in Part I of this Resolution shall apply to appeals.
5. Effect of Decision. The Board of Directors may modify, reverse or uphold the decision of the Covenants Committee in whole or in part.
6. Further Action. An Owner or Resident must exhaust all available remedies of the Association prescribed by this Resolution before resorting to a court of law for relief with respect to any alleged violation by another Owner or Resident of any provision of the Governing Documents. The foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board of Directors.

III. INTERPRETATION

These procedures are intended to ensure that due process is provided to Owners and Residents in proceedings before the Covenants Committee and the Board of Directors.

The Covenants Committee or the Board of Directors, as appropriate, may determine the specific manner in which the provisions of these procedures are to be implemented, provided that due process is protected.

Any inadvertent omission or failure to conduct proceedings in exact conformity with these procedures shall not invalidate the results of such proceedings, so long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth in this resolution.

"Due process", as used in these procedures refers to the following basic rights:

1. The charges shall be provided to the Respondent.
2. A hearing shall be held at which witnesses may appear and be cross-examined and at which evidence may be introduced.
3. Basic principles of fairness shall be applied.

IV. MISCELLANEOUS

- A. The use of the masculine gender includes the feminine and neuter genders and the use of the singular includes the plural and vice versa, whenever the context so requires.
- B. Certain capitalized terms used in this Community Code, unless otherwise defined herein, have the meanings specified for such terms in the Declaration of Covenants, Conditions, Easements and Restrictions for the Association.

BELLS VALLEY HOMEOWNERS ASSOCIATION, INC.

COMMUNITY CODE 5

VIOLATION CHARGES

WHEREAS, Brytmark at Moncure Valley, LLC, a Virginia limited liability company (the "Declarant") has heretofore recorded a certain Declaration of Covenants, Conditions, Easements and Restrictions for the Bells Valley Homeowners Association, Inc. (the "Association") on 02/10/2015, identified among the Land Records of Stafford County, Virginia as Instrument #15000218 (hereinafter referred to as the "Declaration", which term shall include any and all subsequent corrections, modifications and supplements thereof as may be recorded among the Land Records of Stafford County, Virginia);

WHEREAS, pursuant to Article IX of the Declaration the Declarant is authorized to promulgate as Community Codes rules, regulations, standards and guidelines governing the Community;

WHEREAS, Article IX of the Declaration provides that Community Codes shall have the same force and effect and binding nature as the covenants, conditions, easements and restrictions contained within the Declaration and applicable to all Property within the Community;

WHEREAS, the Declarant and Board of Directors desires to establish violation charges as a nonexclusive means of enforcing the Governing Documents of the Association;

NOW THEREFORE, BE IT RESOLVED, that the Declarant and Board of Directors hereby adopts the following Community Code relating to violation charges which, as may be modified or amended from time to time, shall be binding on all parties having any right, title or interest in all or any portion of the Community, their respective heirs, personal representatives, successors, transferees and assigns, as well as occupants, guests and invitees, and shall inure to the benefit of each Owner thereof.

Unless otherwise defined herein, capitalized terms used herein shall have the same meanings as are set forth for them in Article 1 of the Declaration.

In addition to the means for enforcement provided in the Governing Documents, the Association shall have the right to levy violation charges against an Owner or such Owner's guests, relatives, lessees or invitees, in the manner set forth herein, for violations of the Governing Documents and such violation charges shall be collectible as any other assessment such that the Association shall have a lien against the Lot of such

Owner as provided in the Governing Documents and such violation charges shall also become the binding personal obligation of such Owner.

(a) The Board of Directors or the Covenants Committee shall be charged with determining whether there is probable cause that any of the provisions of the Governing Documents regarding the use of the Lots, Living Units, Community Property or other Association property, are being or have been violated. In the event that the Board of Directors or the Covenants Committee determines an instance of such probable cause, the Board shall provide written notice to the person alleged to be in violation, and the Owner of the Lot which that person occupies or is visiting if such person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice, at which hearing the alleged violator may be represented by counsel. The notice shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the address of record with the Association at least fourteen (14) days prior to the hearing. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense subject to a separate violation charge. The amount of the violation charge shall not be limited to the expense or damage to the Association caused by the violation, but shall not exceed fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per day for any offense of a continuing nature, or such other amounts as may be permitted by applicable law. The notice shall also specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate the enforcement activity of the Association with regard to such violation.

(b) If a hearing is timely requested, the Board of Directors or the Covenants Committee shall hold the same, and shall hear any and all defenses to the charges, including any witnesses that the alleged violator, Owner or the Board of Directors may produce. Any party at the hearing may be represented by counsel.


(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors or the Covenants Committee shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors or the Covenants Committee determines that there is sufficient evidence, it may levy a violation charge for each violation in the amount provided herein.

(d) A violation charge pursuant to this Section shall be assessed against the Lot which the violator occupied or was visiting at the time of the violation, whether or not the violator is an Owner of that Lot, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in the Declaration,

the Bylaws, and in accordance with applicable law. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying or visiting such Owner's Lot payment of the amount of any violation charge(s) assessed against that Lot.

(e) Nothing herein shall be construed as a prohibition of or limitation on the right of the Association to pursue any other means of enforcement of the provisions of the Governing Documents, including, but not limited to, legal action for damages or injunctive relief.

IN WITNESS WHEREOF, the undersigned, being the President of the Bells Valley Homeowners Association has caused this Community Code to be effective January 5, 2015.

By: 
Warren Jenkins, President

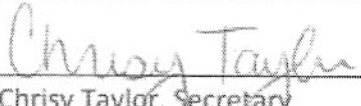
CERTIFICATION:

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Bells Valley Homeowners Association, Inc., a Virginia non-stock corporation, and,

THAT the foregoing Community Code constitutes the original Code of said Association, as duly adopted at a meeting of the Board of Directors hereof, held on January 5, 2015.

IN WITNESS WHEREOF I have hereunto subscribed my name;


Chrisy Taylor, Secretary
Bells Valley Homeowners Association, Inc.

BELLS VALLEY HOMEOWNERS ASSOCIATION, INC.

COMMUNITY CODE 6 BUSINESS USES

WHEREAS, Brytmark at Moncure Valley, LLC, a Virginia limited liability company (the "Declarant") has heretofore recorded a certain Declaration of Covenants, Conditions, Easements and Restrictions for the Bells Valley Homeowners Association, Inc. (the "Association") on **02/10/2015**, identified among the Land Records of Stafford County, Virginia as **Instrument #15000218** (hereinafter referred to as the "Declaration", which term shall include any and all subsequent corrections, modifications and supplements thereof as may be recorded among the Land Records of Stafford County, Virginia);

WHEREAS, pursuant to Article IX of the Declaration the Declarant is authorized to promulgate as Community Codes rules, regulations, standards and guidelines governing the Community;

WHEREAS, Article IX of the Declaration provides that Community Codes shall have the same force and effect and binding nature as the covenants, conditions, easements and restrictions contained within the Declaration and applicable to all Property within the Community;

WHEREAS, the Declarant and Board of Directors desires to establish certain restrictions with respect to business uses within the Property for the benefit of the Community and its residents;

NOW THEREFORE, BE IT RESOLVED, that the Declarant and Board of Directors hereby adopts the following Community Code which, as may be further modified or amended from time to time, shall be binding on all parties having any right, title or interest in all or any portion of the Community, their respective heirs, personal representatives, successors, transferees and assigns, as well as occupants, guests and invitees, and shall inure to the benefit of each Owner thereof.

Unless otherwise defined herein, capitalized terms used herein shall have the same meanings as are set forth for them in Article 1 of the Declaration.

In addition to all other covenants contained in the Declaration and in addition to other use restrictions as may be adopted by Community Code, resolution or otherwise, the use of all Property within the Community shall be subject to the following:

1. Lots and Living Units shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one used as a dwelling, except that a home-based business may be maintained within a Living Unit,

provided that (i) such maintenance and use is limited to the person actually residing in the Living Unit; (ii) no employees or staff other than a person actually residing in the Living Unit are utilized; (iii) no clients or customers of such business visit the Living Unit; (iv) the number of persons, other than clients or customers, that shall visit such business and the frequency of such visits shall be kept to a reasonable minimum, as determined in the sole discretion of the Board of Directors or the Covenants Committee; (v) such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation; (vi) the person utilizing such office maintains a principal place of business other than the Living Unit; (vii) such business uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors and does not cause an increase of common expenses that can be solely and directly attributable to the business; (viii) such business does not involve the use, storage or disposal of any materials that the United States Secretary of Transportation or the State of Virginia or any local governing body designates as hazardous material. A home-based business which complies with all such requirements shall be referred to herein as a "Conforming Business" and a home-based business which does not comply with all such requirements shall be referred to herein as a "Non-Conforming Business". Subject to the Governing Documents, a Non-Conforming Business may be operated within a Living Unit provided the prior written approval of the Board of Directors has been obtained.

2. Prior to commencing the operation of any Non-Conforming Business, an application for approval ("Application") of such business shall be submitted to the Board of Directors in such form as may be required by the Board of Directors. If the Board of Directors shall approve such business, it shall, during the Declarant's Rights and Obligations Period, give notice of such action to the Declarant, together with such other information as the Declarant may require. Such notice shall be provided to the Declarant no later than three (3) business days after the Board of Directors shall give written notice of approval of such Non-Conforming Business to the applicant. The Declarant, during the Declarant's Rights and Obligations Period, in the Declarant's sole discretion, shall have fifteen (15) days after receipt of such notice to veto any such action by written notice to the Board of Directors and/or the applicant. The notices contemplated herein shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall also be sufficient and shall be deemed to have been given at the time of delivery.

3. Approval of any Non-Conforming Business shall be construed as a special privilege, and not a right, to be granted at the discretion of the Board of Directors. Approvals for Non-Conforming Businesses shall be valid for two (2) years and may be renewed. The Board of Directors may impose such restrictions and conditions, as it deems in the best interest of the Association, in any approval for a Non-Conforming Business. The Board of Directors may impose reasonable fees as a condition of the approval of a Non-Conforming Business, which fees shall be generally based upon the additional costs anticipated to be incurred by the Association as a result of the Non-Conforming Business.

4. Approvals issued by the Board of Directors for Non-Conforming Businesses shall not survive the transfer of the Lot or Living Unit to which they relate either through sale or re-leasing; provided, however, that the Board of Directors may issue a commitment to approve a Non-Conforming Business for a prospective Owner or lessee.

5. In addition to the requirements of the Governing Documents, each Conforming Business and approved Non-Conforming Business shall be operated with all required licenses, permits and approvals and in accordance with all applicable laws. Following a hearing in which a determination has been made that a Conforming Business or an approved Non-Conforming Business has resulted in an adverse effect upon the Community or that such business is not being operated in accordance with applicable laws, the Board of Directors or the Covenants Committee may require such business to cease operations within the Community. Neither the Association nor its members, officers, directors, employees, agents, or representatives shall be held liable to any party for damages that may occur as a result of the Board of Directors or the Covenants Committee requiring a Conforming Business or Non-Conforming Business to cease operations within the Community.

6. Neither approval by the Board of Directors, failure of the Declarant to exercise its power to veto such approval, nor the failure the Board of Directors or the Covenants Committee to require a Conforming Business or Non-Conforming Business to cease operations within the Community shall be construed as a representation or warranty of any type regarding the safety or operation of any Conforming Business or Non-Conforming Business and shall in no way be deemed to constitute a determination as to compliance with local zoning ordinances, governmental guidelines or restrictions, or be substituted in lieu of applicable governmental approvals, permits, or licenses. Neither the Association, the Declarant, nor any of their respective members, officers, directors, employees, agents, or representatives, shall be liable for any injury, damages, or loss arising out the operation or presence of any Conforming Business or Non-Conforming Business within the Community and the owner of the Living Unit containing such business shall indemnify and hold harmless the Association, the Declarant, and each of their respective members, officers, directors, employees, agents, or representatives from any injury, damages, or loss arising out the operation or presence of any such business within such Owner's Living Unit or Lot.

7. Nothing contained in this Community Code, shall be construed to prohibit the Declarant from the use of any Lot or Living Unit, for promotional or display purposes, or as "model homes", a sales and/or construction office, or the like.

8. The Declarant may, but shall not be obligated to, exempt portions of the Property from any or all of the foregoing use restrictions.

IN WITNESS WHEREOF, the undersigned, being the President of the Bells Valley Homeowners Association has caused this Community Code to be effective January 5, 2015.

By: _____

Warren Jenkins, President

CERTIFICATION:

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Bells Valley Homeowners Association, Inc., a Virginia non-stock corporation, and,

THAT the foregoing Community Code constitutes the original Code of said Association, as duly adopted at a meeting of the Board of Directors hereof, held January 5, 2015.

IN WITNESS WHEREOF I have hereunto subscribed my name;

Chrisy Taylor

Chrisy Taylor, Secretary
Bells Valley Homeowners Association, Inc.

BELLS VALLEY HOMEOWNERS ASSOCIATION, INC.

COMMUNITY CODE 7 FLAG DISPLAY

WHEREAS, Brytmark at Moncure Valley, LLC, a Virginia limited liability company (the "Declarant") has heretofore recorded a certain Declaration of Covenants, Conditions, Easements and Restrictions for the Bells Valley Homeowners Association, Inc. (the "Association") on 02/10/2015, identified among the Land Records of Stafford County, Virginia as Instrument #15000218 (hereinafter referred to as the "Declaration", which term shall include any and all subsequent corrections, modifications and supplements thereof as may be recorded among the Land Records of Stafford County, Virginia);

WHEREAS, pursuant to Article IX of the Declaration the Declarant is authorized to promulgate as Community Codes rules, regulations, standards and guidelines governing the Community;

WHEREAS, Article IX of the Declaration provides that Community Codes shall have the same force and effect and binding nature as the covenants, conditions, easements and restrictions contained within the Declaration and applicable to all Property within the Community;

WHEREAS, the Declarant and Board of Directors desires to establish certain restrictions with respect to flag display within the Property for the benefit of the Community and its residents;

NOW THEREFORE, BE IT RESOLVED, that the Declarant and Board of Directors hereby adopts the following Community Code which, as may be further modified or amended from time to time, shall be binding on all parties having any right, title or interest in all or any portion of the Community, their respective heirs, personal representatives, successors, transferees and assigns, as well as occupants, guests and invitees, and shall inure to the benefit of each Owner thereof.

Unless otherwise defined herein, capitalized terms used herein shall have the same meanings as are set forth for them in Article 1 of the Declaration.

In addition to all other covenants contained in the Declaration and in addition to other use restrictions as may be adopted by Community Code, resolution or otherwise, the use of all Lots and Living Units within the Community shall be subject to the following:

1. Flags which are not expressly permitted by the Virginia Property Owners' Association Act (the "Act") shall be not displayed on a Lot or in a manner which is visible from the exterior of a Living Unit.

2. The Design Review Entity shall permit flags which are expressly permitted by the Act to be displayed on a Lot or in a manner which is visible from the exterior of a Living Unit; provided, however, that such displays shall require the prior written approval of the Design Review Entity regarding the size, location and number of flags, duration of the display, aesthetic impact and other considerations deemed necessary in the sole discretion of the Design Review Entity.

IN WITNESS WHEREOF, the undersigned, being the President of the Bells Valley Homeowners Association has caused this Community Code to be effective January 5, 2015.

By: _____

Warren Jenkins, President

CERTIFICATION:

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Bells Valley Homeowners Association, Inc., a Virginia non-stock corporation, and,

THAT the foregoing Community Code constitutes the original Code of said Association, as duly adopted at a meeting of the Board of Directors hereof, held January 5, 2015.

IN WITNESS WHEREOF I have hereunto subscribed my name;

Chrisy Taylor

Chrisy Taylor, Secretary
Bells Valley Homeowners Association, Inc.

BELLS VALLEY HOMEOWNERS ASSOCIATION, INC.

COMMUNITY CODE 8 PUBLICATION GUIDELINES

WHEREAS, Brytmark at Moncure Valley, LLC, a Virginia limited liability company (the "Declarant") has heretofore recorded a certain Declaration of Covenants, Conditions, Easements and Restrictions for the Bells Valley Homeowners Association, Inc. (the "Association") on 02/10/2015, identified among the Land Records of Stafford County, Virginia as Instrument #15000218 (hereinafter referred to as the "Declaration", which term shall include any and all subsequent corrections, modifications and supplements thereof as may be recorded among the Land Records of Stafford County, Virginia);

WHEREAS, pursuant to Article IX of the Declaration the Declarant is authorized to promulgate as Community Codes rules, regulations, standards and guidelines governing the Community;

WHEREAS, Article IX of the Declaration provides that Community Codes shall have the same force and effect and binding nature as the covenants, conditions, easements and restrictions contained within the Declaration and applicable to all Property within the Community;

WHEREAS, the Declarant recognizes that a positive communication program is essential to the success of the Association and, to that end, desires to establish policies governing published communications to the Community;

NOW, THEREFORE BE IT RESOLVED THAT The Association newsletter and website, if any, will act as the house organ for the Association and shall be administered and supervised by the Board of Directors (except to the extent that such administration and supervision may be delegated by the Board to the Editor of the newsletter) in accordance with the policies and guidelines set forth in this Resolution.

1. **Purpose of the Newsletter and Website**

The newsletter and/or website are the official communications vehicle of the Bells Valley Homeowners Association. The primary purpose is to inform the Association membership of matters and developments which affects the Association and its members, or which is of clearly significant import to the Association and its members. Being a house organ of the Association, as opposed to a privately owned First Amendment publication, the newsletter and website are subject to limitations and controls insofar as subject matter and content is concerned. Accordingly, articles of opinion, and articles of insignificant import to the Association and its membership, will be restricted.

2. **Content**

Priority will be given to items of significance to a majority of the Association membership. Examples would include, but not necessarily be limited to:

- a. Association policies and rules.
- b. Summaries or highlight of meetings of the Board of Directors or the Board's advisory Committees.
- c. Reports from the Declarant and Management.
- d. Community calendar.
- e. Summaries of the Association's budget and its current financial operations.
- f. National and local community association news (from the Community Association Institute and similar sources) to the extent reasonably pertinent to Bells Valley Homeowners Association.
- g. News respecting past and future Association sponsored activities, sporting events, etc. and current developments respecting the Association recognized clubs.
- h. Reports on the governmental activities of the jurisdictions within which Bells Valley Homeowners Association in particular.
- i. Reports on the current informative interest to Association members, and of importance, directly or indirectly, to all owners and residents.

3. **Limitations and Constraints**

The newsletter and/or website shall not be used as a vehicle for dissemination of political views, editorial comment, isolated concerns of individual readers, or any potentially libelous or inflammatory material.

To the extent possible, sources of information shall be verified and accuracy of information be established, fact will be distinguished from rumor, and content will not be colored by personal opinion.

Legitimate controversies of interest and concern to all Association members may be objectively reported.

The newsletter and website shall at all times be in conformance with the Association's legal documents, the established policies of its Board of Directors, and the copyright laws.

4. **Procedures**

Proposed subject matter for the newsletter and website should be forwarded to the Community Manager. Except in those instances where an article or other proposed submission is prepared by the President, its Board of Directors, or its Community Manager, the Board of Directors or its designated representative shall have the right to review, rewrite (if necessary) and to accept or reject any such submission. All copy recommended for publication will be forwarded to the Board or designated members thereof.

IN WITNESS WHEREOF, the undersigned, being the President of the Bells Valley Homeowners Association has caused this Community Code to be effective January 5, 2015.

By: _____

Warren Jenkins, President

CERTIFICATION:

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Bells Valley Homeowners Association, Inc., a Virginia non-stock corporation, and,

THAT the foregoing Community Code constitutes the original Code of said Association, as duly adopted at a meeting of the Board of Directors hereof, held January 5, 2015.

IN WITNESS WHEREOF I have hereunto subscribed my name;

Chrisy Taylor

Chrisy Taylor, Secretary

Bells Valley Homeowners Association, Inc.