

BYLAWS
OF
VANCE LEVEL HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is VANCE LEVEL HOMEOWNERS ASSOCIATION, Inc., its successors and assigns, hereinafter called the "Association."

The principal office of the corporation shall be a place designated by the members of the Association, but meeting of members and directors may be held at such place within the State of Virginia as may be designated by the Board of Directors.

ARTICLE II

PLAN OF OWNERSHIP

Section 2.1. Applicability. These Bylaws provide for the governance of VANCE LEVEL HOMEOWNERS ASSOCIATION, Inc.

Section 2.2. Compliance. Every Owner and all those entitled to occupy a Lot or Parcel shall comply with these Bylaws.

ARTICLE III

DEFINITIONS

Section 3.1. "Common Area: and "Neighborhood Common Areas" and property as set forth in Exhibit "A" herein shall mean all real property (including the improvements thereto) to be deeded to, owned by or used by the Association for the common use and enjoyment of the owners which includes any monumentation or signage and surrounding landscape, mechanical or irrigation improvements, identifying this neighborhood, notwithstanding the fact that said monument or sign is physically located on property owned by others.

Section 3.2. "Association" shall mean and refer to VANCE LEVEL HOMEOWNERS ASSOCIATION, Inc., its successors and assigns.

Section 3.3. "Member" shall mean every owner of a lot in the subdivision known as "VANCE LEVEL."

Section 3.4. "Lot" shall mean any parcel of real property designated as a Lot on any recorded subdivision plat, with the exception of the Common Area, which has been subjected to the scheme of the Declaration.

Section 3.5. "Public Purchaser" shall mean any person or other legal entity, who becomes an Owner of any Lot within "VANCE LEVEL" subdivision.

Section 3.6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same as merged) of any Lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise herein, "Owner" shall not include one who has merely contracted to purchase any property nor shall "Owner" include a lessee or tenant of a Single Family Residence.

Section 3.7. "Single Family Residence" shall refer to a structure containing a dwelling unit located on a separate Lot.

Section 3.8. "Parcel" shall mean any portion of the Properties subdivided from the residue thereof.

Section 3.9. "Properties" shall mean and refer to that certain real property as may hereafter be brought within the scheme of the Declaration and the jurisdiction of the Association.

Section 3.10. "Stormwater Facility" shall mean and refer to the retention ponds and overflow pipe that drains any lake.

ARTICLE IV

MEMBERSHIP

Section 4.1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to, and shall not be separated from, ownership of any Lot. Upon the recordation of the deed to a Lot, the membership of the selling Owner shall cease and the purchasing Owner shall become a Member of the Association.

a. Every person or entity who is a record owner of any lot is entitled to membership and voting rights in the Association. Membership is appurtenant to, and inseparable from, ownership of the Lot.

b. If the association is dissolved, the assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

c. Amendment of the Articles of Incorporation requires the approval of at least 2/3 vote of the lot owners.

d. Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of the Articles, require prior approval of HUD/VA.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1 Number. Except as provided below, the number of directors shall be fixed in accordance with the Bylaws, or in the absence of such a bylaw shall be three (3).

The number of directors constituting the initial Board of Directors shall be three (3), each of whom shall serve for one year terms, or until their successors are elected and take office; and the names and addresses of the persons who are to serve as initial directors are as follows:

<u>Name</u>	<u>Address</u>
Robert R. Kinser	308 Cedar Lakes Drive Chesapeake, VA 23322
S. Grey Folkes	325 Volvo Parkway Chesapeake, VA 23320
W. Preston Fussell	1401 Precon Drive Chesapeake, VA 23320

Section 5.2. Election of Directors.

(a) Within eighteen (18) months of date the Board of Directors shall call a special meeting of Members at which meeting all initial directors shall resign and the Owners shall elect successor members of the Board. Thereafter, nominations for election to the Board of Directors shall be made from the floor and may also be made by a nominating committee, if such a committee is established by the Board of Directors. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

(b) A director shall be elected at the first meeting of the Association and at each annual meeting thereafter. All eligible Members of the Association shall vote on all directors to be elected and the candidate(s) receiving the most votes shall be elected. Directors shall serve until the next annual meeting following their election. Elections shall be by oral ballot of the Members unless any Member requests a written ballot, in which event elections shall be by written ballot. Votes may be cast by proxy as provided in the bylaws.

(c) At any regular or special meeting of the Association duly called where the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of a director, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Members and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed shall be given at least seven (7) day's notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting.

(d) Vacancies in the Board of Directors occurring for any reason other than the removal of a director by vote of the Members, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors or, in the absence of any remaining directors. Each person so selected shall serve the unexpired portion of the term of the director being replaced.

Powers and Duties

The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are by applicable laws, the Declaration, the Articles or by these Bylaws required to be exercised and done by the Association. The Board of Directors shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Common Areas and, to the extent provided in the Declaration, to the Properties; provided however, such rules and regulations shall not be in conflict with the Declaration, the Articles or these Bylaws. In addition to the duties imposed by these Bylaws or by a resolution of the Association that may hereafter be adopted, the Board of Directors on behalf of the Association shall have the power and duty to:

(i) Prepare an annual budget in which there shall be established the Annual Assessments of each Owner.

(ii) Make Annual Assessments and, to the extent permitted by the Declaration, special assessments against Owners to defray the costs and expenses for maintenance of the Common Areas and the Neighborhood Common Areas, Parcel "A", establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payments of the assessments. Unless otherwise determined by the Board of Directors and except as set forth in the Declaration, the regular assessment against each Lot and Parcel shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of January, April, July and October of each year.

(iii) Provide for the operation, care, upkeep, maintenance and servicing of the Common Areas and the Neighborhood Common Areas. The Board of Directors shall also provide for the maintenance of entryway signage, fencing and landscaping.

(iv) Designate, hire and dismiss the personnel necessary for the operation, care, upkeep, maintenance and servicing of the Common Areas and the Neighborhood Common Areas, and, where

appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties.

(v) Collect the assessment against the Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors or prudently invest the same (for which purpose the Board of Directors may retain an investment adviser) to the extent such proceeds are not immediately required, and use the proceeds to carry out the administration of the Association.

(vi) Enact and amend rules and regulations from time to time to govern the use and enjoyment of the Common Areas, the Neighborhood Common Areas, Parcel "A" and, to the extent provided in the Declaration, the Properties, and establish fees for the use of Common Areas and the Neighborhood Common Area; provided however, that no such rules and regulations so adopted shall be in conflict with the Declaration, the Articles of the Bylaws; and provided further that no such rules and regulations shall bind or be construed so as to impair in any manner the lien of any mortgage or deed of trust with respect to any Lot, parcel, the Common Areas or the Neighborhood Common Areas.

(vii) Open bank accounts on behalf of the Association and designate the signatories thereon.

(viii) Make, or contract for the making of, repairs, maintenance, additions and improvements to or alterations of the Sewage Pump Station, Common Areas and the Neighborhood Common Areas, in accordance with the Declaration.

(ix) Enforce by legal means the provisions of the Declaration, the Articles, these Bylaws and the rules and regulations promulgated pursuant thereto.

(x) Obtain and carry insurance as provided in the Declaration and these Bylaws.

(xi) Pay the cost of all authorized services rendered to the Association and not billed to Owners or otherwise provided for.

(xii) Keep books with detailed accounts of the receipts and expenditures affecting the Association and the administration of the Common Areas and the Neighborhood Common Areas, specifying the expenses of maintenance and repair of the Common Areas and the Neighborhood Common Areas, and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting principles consistently applied (but may be on the cash method of accounting).

(xiii) Acquire, hold and dispose of Lots, Parcels, Common Areas, Neighborhood Common Areas and other property of whatsoever nature.

(xiv) Enter into land contracts, leases and maintenance agreements.

(xv) Do such other things and acts not inconsistent with the Declaration, the Articles or

these Bylaws which the Board of Directors may be authorized to do under applicable law or by a resolution of the Association.

(xvi) Subject to these Bylaws, grant permits, licenses and easements under, through and over the Lots and Parcels (as provided in the Declaration), the Common Areas and the neighborhood Common Areas for drainage, utilities, roads and access and other purposes which are reasonably necessary to the ongoing development and operation of the Common Areas, the Neighborhood Common Areas and the development the Additional Area.

Meetings

Annual Meeting. The annual meeting of the Board of Directors shall be held promptly following the annual meeting of the members of the Association. No notice shall be necessary to the newly elected members of the Board of Directors in order to legally constitute such meeting, provided a quorum of the Board of Directors shall be present.

Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or hand deliver, at least three business days before the day named for such meeting.

Special Meetings. Special meetings of the Board of Directors may be called by the President on one business days' notice to each director, given by mail or hand delivery, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and with like notice on the written request of at least two directors.

Waiver of Notice. Any director may at any time, in writing signed by such director, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Except in the circumstances described in Section 13.1-867B of the Virginia Code, attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, not notice shall be required and any business may be transacted at such meeting.

Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Compensation. No director shall receive any compensation from the Association for acting as such; however, the Board of Directors may in its discretion reimburse any director for actual

expenses incurred.

ARTICLE VI

MANAGING AGENT

(a) Employment of Management Agent. The Board of Directors may employ for the Association a "Managing Agent" at a compensation to be established by the Board of Directors. Any agreement with the Managing Agent shall be for a term not exceeding one year and must permit termination by either party without termination fee upon not more than 90 days' written notice.

(b) Duties. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize, which may include but are not limited to the duties listed in Article V (i), (iii), (iv), (v), (viii), (ix), (x), (xi), (xii) and (xvi) herein. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Boards of Directors by these Bylaws other than the power set forth in Article V (ii), (vi), (vii), (xiii), (xv) and (xvi) of these Bylaws.

(c) Standards. The Board of Directors may impose appropriate standards of performance upon the Managing Agent.

(d) Liaison. The Board of Directors may designate one of its members as liaison officer who shall be authorized to instruct and deal with the Managing Agent on any matter.

ARTICLE VII

OFFICERS

Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint assistant officers as in its judgment may be desirable. The President shall be a member of the Board of Directors. Any other officers may, but need not, be members of the Board of Directors. Officers need not be members of the Association.

Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office (unless sooner removed) until the next annual meeting of the Board or until their replacements are elected.

Removal of Officers. Any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

President. The President shall be the chief executive officers of the Association, preside at all meetings of the Association and of the Board of Directors, and have all of the general powers and duties which are incident to the office of president of a corporation organized under the Virginia

Non-Stock Corporation Act.

Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors or by the President.

Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board of Directors may direct; maintain a register setting for the place of which all notices to owners and Mortgagees requesting notices shall be delivered; upon request by a conveying Owner, deliver statements of all unpaid assessments applicable to the Lot to be conveyed; execute notices of delinquent assessment in accordance with the Declaration; execute notices of and releases of the lien for delinquent assessments as described in the Declaration and, in general, perform all the duties incident to the office of secretary of a corporation organized under the Virginia Non-Stock Corporation Act.

Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies and other valuable in the name of the Board of Directors, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors; and, in general, perform all duties incident to the office of treasurer of a corporation organized under the Virginia Non-Stock Corporation Act.

Compensation of Officers. No officer shall receive any compensation from the Association for acting as such; however, any officer may be reimbursed for actual expenses incurred as such officer.

ARTICLE VIII

BOOKS AND RECORDS

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

ARTICLE IX

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property

against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law or equity against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE X

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "VANCE LEVEL HOMEOWNERS ASSOCIATION, INC. and "SEAL", or some abbreviated form of the same.

ARTICLE XI

INSURANCE

Purchase of Insurance and Performance Bonds. All insurance policies and/or performance bonds relating to Sewage Pump Station, Common Areas and Neighborhood Common Areas shall be purchased by the Association. Neither the Board of Directors nor the Managing Agent shall be liable for failure to obtain any coverage required by the Declaration or by this Article or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverage is available only at unreasonable costs.

Required Provisions in Policies. Each insurance policy for the Common Areas and Neighborhood Common Areas shall provide that:

(i) The insurer waives any right to claim (A) by way of subrogation against the Association, the Board of Directors, the Managing Agent or the Owners, and their respective lessees, and (B) invalidity arising from acts of the insured.

(ii) Such policy may not be cancelled, not renewed or substantially modified without at least thirty (30) days prior written notice to the Association and the Managing Agent, and in the case of physical damage and fidelity insurance, to all Owners and Mortgagees and mortgage loan servicers.

(iii) The Association shall be named insureds.

Insurance Companies. All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia and, in the case of the physical damage insurance, holding a rating of B/III or better by Best's Insurance Reports.

Physical Damage Insurance

All Risk Coverage. The association shall obtain and maintain a policy of insurance against fire and such other hazards within the meaning of "all risk" insuring the improvements to the Sewage Pump Station, Common Ares and Neighborhood Common Areas (including fixtures and building service equipment and personal property) naming the Association as insured for the use and benefit of all Owners in an amount equal to not less than 100% of the then current replacement costs of the improvements to the Common Areas and Neighborhood Common Areas (exclusive of land, excavations, foundations and other items usually excluded form such coverage), such amount to be redetermined annually by the Board of Directors with the assistance of the insurance company affording such coverage. Any deductible shall not exceed the lesser of \$50,000 or 1% of the amount of coverage and such deductible shall be considered in establishing the level of reserves.

Such policy shall also provide:

(i) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction if a decision is made not to do so.

(ii) The following endorsements if applicable and available:

(1) "Contingent liability from operation of building laws", "demolition cost" and "increased cost of construction."

(2) "Agreed amount" or its equivalent and "inflation guard."

(iii) That any "no other insurance" clause expressly excludes individual Owners' policies form its operation so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Owners or their Mortgagees, unless otherwise required by law.

Liability Insurance. The Association shall obtain and maintain comprehensive general public liability with an approved environmental rider and property damage insurance in such limits as the Board of Directors may from time to time determine (but not less than \$1,000,000.00 for bodily injury or property damage), insuring the Association, each member of the Board of Directors, the Managing Agent and each Owner against any liability to the public or to the Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Areas, Neighborhood Common Areas and other areas (if any) under the supervision of the Association including, to the extent applicable and available: host liquor liability, comprehensive

automobile liability, contractual liability and bailee's liability. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying liability to an Owner because of negligent acts of the Association or of another Owner. The Board of Directors shall review such limits once each year. "Umbrella" liability insurance in excess of the primary limits may also be obtained.

Other Insurance. The Association shall obtain and maintain:

(i) Fidelity coverage to protect against dishonest acts on the part of officers, directors, employees and agent (including the Managing Agent) of the Association and all others who handle, or are responsible for handling, funds of the Association.

(ii) Works' compensation and employer's liability insurance if and to the extent necessary to meet the requirements of law and which, if carried, shall name the Managing Agent as an additional insured.

(iii) Such other insurance as the Board of Directors may determine or as may be requested from time to time by Owners of a majority of the Lots.

ARTICLE XII

MORTGAGES

Notice to Board of Directors. An Owner who acquires a Lot shall promptly notify the Board of Directors of his name and address.

Notice of Default, Casualty or Condemnation. Upon request, the Association shall give notice to any Mortgagee of the Owner's default in paying an assessment or any other default with respect to that Mortgagee's Lot or Parcel which has not been cured within 60 days of the date such assessment became due or the date the Association notified such Owner of the default, respectively.

ARTICLE XIII

MISCELLANEOUS

Notices. All notices, demands, etc. under these Bylaws shall be in writing and shall be either delivered by overnight express mail, in person or if sent by U.S. first class mail, postage prepaid, return receipt requested as follows:

(i) To the Owner at the address which the Owner shall designate in writing and file with the Secretary or at the address of the Lot of such Owner.

(ii) To the Association at a place designated by the members of the Association as its principal office.

Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.


Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter gender and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.


Construction. These Bylaws are intended to comply with applicable laws and shall be so interpreted and applied. In the event of conflict between the declaration or the Articles and these Bylaws, the Declaration or Articles shall control.


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, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Declarant's class of membership. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Declaration shall control.

Power to Convey or Encumber. The common area may only be mortgaged or conveyed with the consent of a 2/3 majority Owners.

IN WITNESS WHEREOF, we, being all the directors of VANCE LEVEL HOMEOWNERS ASSOCIATION, Inc. have hereunto set our hands this 25th day of May, 2005.


_____, Director
Robert R. Kinser


_____, Director
William B. Cross


_____, Director
W. Preston Fussell

STATE OF VIRGINIA
CITY OF Chesapeake, to-wit:

The foregoing instrument was acknowledged before me this 25th day of May, 2005, by Robert R. Kinser, Director.

Becky H. Bui
Notary Public

My Commission expires: 9/30/06

STATE OF VIRGINIA
CITY OF Chesapeake, to-wit:

The foregoing instrument was acknowledged before me this 25th day of May, 2005, by William B. Cross, Director.

Becky H. Bui
Notary Public

My Commission expires: 9/30/06

STATE OF VIRGINIA
CITY OF Chesapeake, to-wit:

The foregoing instrument was acknowledged before me this 25th day of May, 2005, by W. Preston Fussell, Director.

Becky H. Bui
Notary Public

My Commission expires: 9/30/06