

BY-LAWS OF
EXETER HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is EXETER HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 3701 Pender Drive, Suite 200, Fairfax, Virginia, 22030, but meetings of members and directors may be held at such places within the Commonwealth of Virginia as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to EXETER HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia.

Section 3. "Property" shall mean and refer to that certain real property described as Lots 718 through 817, inclusive, and Parcels "A" and "B", EXETER, and such additions thereto which from time to time may be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) which may hereafter be acquired by the Association for the common use and enjoyment of

the Members of the Association. The Common Area includes the Recreation Area.

Section 5. "Recreation Area" shall mean that portion of the Common Area for the common use and enjoyment of the Members, Recreation Members and Optional Recreation Members of the Association as defined in the Declaration, and designated as such on any recorded subdivision plat of the Property. This shall include any improvements situated thereon.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property upon which a dwelling unit could be constructed in accordance with applicable zoning ordinances, with the exception of the Common Area and streets dedicated to public use.

Section 7. "Member" shall mean and refer to every person or entity who holds a General Membership in the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Owners must be Members and not Recreation Members.

Section 9. "Recreation Member" shall mean and refer to every person or entity who holds a one-year Recreation Membership in the Association as provided in the Declaration.

Section 10. "Optional Recreation Member" shall mean and refer to every person or entity who holds a one-year Optional

Recreation Membership in the Association as provided in the Declaration.

Section 11. "Declarant" shall mean and refer to Richmond American Homes of Virginia, Inc., its successors and assigns, if such successors or assigns should acquire from the Declarant (including by foreclosure or deed in lieu of foreclosure) two (2) or more undeveloped Lots for the purpose of development, and any person or entity that may dedicate, subdivide and submit to the Declaration all or a portion of the real property described in Deed Book 827 at Page 773, and Deed Book 827 at Page 766, as corrected in Deed Book 952 at Page 763 among the land records of Loudoun County, Virginia.

Section 12. "Mortgagee" shall mean and refer to any person or entity secured by a first mortgage or first deed of trust on any Lot or the Common Area who has notified the Association of this fact.

Section 13. "Dwelling Unit" shall mean and refer to any portion of the Property intended for any type of independent ownership for use and occupancy as a residence by a single household and shall, unless otherwise specified, include within its meaning (in way of illustration but not limitation) patio or zero lot line homes, townhouses and single-family detached homes.

ARTICLE III GENERAL 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 general 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, nor Recreation Members nor Optional Recreation Members as defined in the Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot as defined in the Declaration which is subject to general assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. A mortgagee in possession of a Lot shall be entitled to exercise the Owner's rights in the Association with regard thereto. No owner shall have more than one (1) membership for one (1) lot in the Association.

ARTICLE IV
RECREATION MEMBERSHIP AND OPTIONAL RECREATION MEMBERSHIP

Section 1. Recreation Membership.

Every person or entity who is a record owner of a condominium unit in Fox Chase at Exeter Condominium as the same are created by Declaration of Condominium recorded in Deed Book 1014 at Page 861 among the land records of Loudoun County, Virginia, shall be a Recreation Member. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Recreation Memberships shall be appurtenant to and may not be separated from ownership of a unit in Fox Chase at Exeter Condominium.

Section 2. Optional Recreation Membership.

Every year, during an open season established by the Board of Directors, the Association shall offer for sale an Optional

Recreation Membership to the owner of each of the forty-nine (49) lots in EXETER, Section One, as the same appear duly dedicated, platted and recorded among the land records of Loudoun County, Virginia. "Owner" shall, in this context only, mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any of the aforesaid lots, including contract sellers but excluding those having such interest merely as security for the performance of an obligation. The right to purchase an Optional Recreation Membership shall be appurtenant to and may not be separated from the ownership of any of the aforesaid lots. Ownership of such lot shall be the sole qualification for eligibility to purchase an Optional Recreation Membership. Optional Recreation Memberships shall be offered on an annual basis only and shall not entitle the holders thereof to voting privileges within the Association.

Section 3. Fee. The fee for a Recreation Membership and Optional Recreation Membership shall be established annually by the Board of Directors after consideration of current maintenance costs, construction, reconstruction, repair or replacement of any capital improvements and any further needs of the Association regarding the Recreation Area. In accordance with the accepted Proffers in connection with EXETER Plan Amendment Application No. ZM-87, the Recreation Assessment shall be waived for Optional Recreation Memberships for a period of five (5) years from the time the pool opens. The Recreation Assessment must be paid in advance by a date set by The Board of

Directors, which date is necessary for the orderly operation of the Recreation Area.

ARTICLE V
VOTING RIGHTS

Section 1. The Association shall have three (3) classes of voting membership:

Class A: Class A member(s) shall be all those members as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by Article III. When more than one (1) person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B: The Class B member(s) shall be any Declarant as defined herein. A Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III; provided that Class B membership shall cease and a Class A membership with one (1) vote for each Lot in which it holds an interest shall issue on the happening of either of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

2. January 1, 1995.

Class C: Class C member(s) shall be all those Recreation Members as defined herein, and shall not include

Optional Recreation Members. Class C Members shall be entitled to one (1) vote for each unit in which they hold the interest required for membership by Article IV, only on matters directly pertaining to the Recreation Area.

Section 2. Upon annexation by the Declarant of additional properties and in the event that Class B membership shall have ceased as hereinabove provided, Class B membership shall be revived with respect to those Lots so annexed, provided that the Class B membership in these annexed lots shall cease and be converted to Class A membership on the happening of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership in the annexed property equals the total votes outstanding in the Class B membership in such property, or

(2) January 1, 1995.

ARTICLE VI

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors who need not be members of the Association. Unless the Articles are amended, the minimum number of Directors shall be three (3). The initial number of Directors shall be three (3), which may be increased to as many as nine (9) by amendment of these By-Laws.

Section 2. Election. At the first annual meeting, the members shall elect one (1) Director for a term of one (1) year; one (1) Director for a term of two (2) years; and one (1) Director for a term of three (3) years; and as the terms of such

Directors expire, new Directors shall be elected for terms of three (3) years.

Section 3. Removal. Any Directors may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a Director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association in his capacity as a Director. However, any Director may be reimbursed for his actual reasonable expenses incurred in the performance of his duties as a Director.

Section 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. Any action so proposed shall have the same effect as through taken at a meeting of the Directors.

Section 6. Indemnification. Each Director of the Association, in consideration of his services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit or proceeding, civil or criminal, to which he may be a party by reason of his past or present role in the Association unless such action was a result of gross neglect or willful misconduct.

ARTICLE VII
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least once per calendar year at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nomination Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors sixty (60) to ninety (90) days prior to each annual meeting of the members, to serve until the close of such annual meeting. The Nominating Committee shall

make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE IX
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power:

(a) to adopt and publish rules and regulations governing the use of the Common Area and the Recreation Area and facilities and the personal conduct of the Members, Recreation Members, Optional Recreation Members and their guests thereon and to establish penalties for the infraction thereof;

(b) to suspend the voting rights and right to the use of the recreational facilities of a Member, Recreation Member or Optional Recreation Member, as applicable, during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after reasonable notice and opportunity for a hearing, for a period not to exceed sixty (60) days, for a

willful infraction of the published rules and regulations of the Association. Suspension and expulsion from the Recreation Area may be applied to a family unit or to any member thereof. No assessment shall be refunded in the event of expulsion or suspension;

(c) to exercise for the Association all powers, duties and authority vested in or delegated to this Association, not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, the Declaration, or the Rules and Regulations;

(d) to declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) to employ a manager, an independent contractor and such other employees as they deem necessary, and to prescribe their duties.

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

(a) to cause to be kept a complete record of all its acts and corporate affairs and to present a 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 one-fourth (1/4) of the Class A members who are entitled to vote;

(b) to supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

(c) to promulgate and prominently post in the Recreation Area, Rules and Regulations for the Recreation Area, and to alter or amend same or repeal and adopt new Rules and Regulations at their discretion;

(d) as more fully provided herein and in the Declaration:

(i) to fix the amount of the annual assessments against each Lot and of the Recreation Membership fee at least thirty (30) days in advance of the annual assessment period; and

(ii) to send written notices of each membership assessment to every Owner subject thereto at least thirty (30) days in advance of the annual assessment period;

(iii) to send written notice of the Recreation Assessment to the Fox Chase at Exeter Condominium Unit Owners Association at least thirty (30) days in advance of its due date;

(iv) to send written notice of the Recreation Assessment to each lot owner within EXETER, Section One, at least thirty (30) days in advance of the Optional Recreation Membership annual open season period;

(e) to issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable

charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence that any assessment therein stated to have been paid has been paid;

(f) to procure and maintain adequate liability insurance which shall contain a severability of interest clause or endorsement and which shall preclude the insurer from denying the claim of any Member, Recreation Member or Optional Recreation Member because of negligent acts of the Association or other Owner's and to procure adequate hazard insurance on property owned by the Association;

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

(h) to cause the Common Area to be maintained in accordance with the standards adopted by the Board.

ARTICLE X COMMITTEES

The Association shall appoint an Architectural Review Board as provided in the Declaration and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE XI
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held within ten (10) to twelve (12) months but at least once in each calendar year, at such day and time as shall be set 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 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of either class of members.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by delivering or mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members or their proxies entitled to cast twenty-five percent

(25%) of all of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE XII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall at all time be members of the Board of Directors, a secretary, and a treasurer and such other officers as the Board may elect from time to time.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving 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 date and time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The president shall preside at all meetings of the Board of Directors, shall see that orders

and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds and other written instruments;

(b) Vice President: The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;

(c) Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it to all papers requiring said seal, serve notice of meetings of the Board and of the members, keep appropriate current records showing the Members, Recreation Members and Optional Recreation Members of the Association, together with their addresses, and shall perform such other duties as required by the Board;

(d) Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

EXETER HOMEOWNERS ASSOCIATION
INFORMATION BROCHURE

A homeowners association is a non-profit, non-stock corporation which is established for the purpose of providing for maintenance, preservation and architectural control of residential lots and to own, improve, maintain and preserve the Common Area located within the subdivision, and to promote the health, safety and welfare of the residents within the areas now or hereafter coming under its jurisdiction. Exeter Subdivision (excluding Section 1) is regulated by a corporation known officially as the Exeter Homeowners Association, and informally as the "Association" or "HOA". Ownership of a lot shall be the sole qualification for general membership in the Association. Every person who is a record owner of any lot shall be a member of the Association.

The Association shall have three (3) classes of voting membership, "A", "B" and "C":

Class "A": Class A members shall be the record owner of any lot in Exeter subdivision, with the exception of Richmond American Homes of Virginia, Inc., its successors and assigns, (the Declarant) and the owners of lots in Section 1, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members of the Association, but there shall be no more than one (1) vote for any lot.

Class "B": Class B members shall be the Declarant and its successors and assigns, if such successors or assigns should acquire from the Declarant two (2) or more undeveloped lots for the purpose of development, and shall be entitled to three (3) votes for every lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or
- (b) January 1, 1995.

Class "C": Class C members shall be the record owner of any unit in Fox Chase at Exeter Condominium, a condominium adjacent to the Exeter subdivision. Class C members shall be entitled to one (1) vote for each unit owned, but may vote only on matters directly pertaining to the Recreation Area.

Every year, record owners of lots in Exeter, Section One, an existing adjacent neighborhood, will have the option to purchase an Optional Recreation Membership, by proper notification to the Board of Directors, and payment of the recreation assessment. The Association shall absorb this fee for the first five (5) years of the pool operation, pursuant to a proffered condition of the approval of the rezoning application for Exeter. The Optional Recreation Membership will entitle the holder to the use of all the facilities in the recreation area, including the pool, tennis courts, and multi-purpose court.

The Association shall be governed by a Board of Directors which shall initially be named by the Declarant and thereafter elected at an annual meeting of the membership. The Board shall consist of three (3) members, which number can be changed by amendment of the Association Bylaws, whose typical terms shall be for three (3) years. The Board shall elect the following officers for the Association: President and Vice President, who shall at all times be members of the Board, Treasurer and Secretary. The Board of Directors, either directly or through an architectural control committee appointed by the Board, shall maintain control over any exterior property change to the extent described in the Declaration of Covenants, Conditions and Restrictions. In the event these Covenants, Conditions and Restrictions are violated, the Board, the Association or any Lot Owner shall have the right to take action to correct the violation.

Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment for Class A members shall be Two Hundred Seventy Dollars (\$270.00) for single-family detached homes lots and Five Hundred Fifty Dollars (\$550.00) for townhouse lots. Class B members shall pay 25% of the assessment for unoccupied lots it owns. There is no maximum recreational assessment for Class C members. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment for Class A and Class B may be increased each year by Five Percent (5%) above the maximum assessment for the previous year without a vote of the membership.

The assessments referenced above when not paid shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. If an assessment is delinquent for thirty (30) days or more, the Association may take legal recourse. No Owner may waive or otherwise escape liability for the assessments because of abandonment of his lot or lack of use of the Common Area.

Common Area will be designated as such on the subdivision plat. Additional Common Area may be acquired by the Association in the future. The Association will be responsible for management and maintenance of the Common Area and recreational facilities.

For seven (7) years from the date of the Declaration, the Declarant may, without the consent of the membership, annex into the Association any or all of the property described in Deed Book 827 at Page 773 and in Deed Book 827 at Page 766 as corrected in Deed Book 952 at Page 763, of the land records of Loudoun County. The Association may annex additional areas for a period of twenty-one (21) years from the effective date of the Declaration of Covenants, Conditions and Restrictions, with the consent of more than two-thirds (2/3) of each class of members voting at a duly held meeting at which a quorum is presented. Annexation of additional areas would result in an increase in the membership of the Association.

The Association may be dissolved upon the consent of more than two-thirds (2/3) of each class of members voting at a duly held meeting at which a quorum is present and with the written consent of fifty-one percent (51%) of the holders of the first deeds of trust on any lot or the Common Areas who have notified the Association of their first mortgage status.

RICHMOND AMERICAN HOMES OF VIRGINIA, INC.

By:


Peter R. Thompson, its Vice President

JEC:9/18/89

EXETER/INFO/BROCHURE:HOA/DOC'S

**AMENDMENT TO THE BYLAWS OF
EXETER HOMEOWNERS ASSOCIATION**

This Deed of Amendment to the Bylaws of Exeter Homeowners Association is made and entered into this 22 day of June, 2006, by Exeter Homeowners Association.

WHEREAS, Exeter Homeowners Association adopted Bylaws on or about July 2, 1990; and

WHEREAS, the Bylaws provide that the number of members serving on the board of directors may be changed by an amendment to the Bylaws; and

WHEREAS, the Bylaws were amended at a meeting of the members by a vote of the majority of a quorum of members present in person or by proxy; and

WHEREAS, no Class B members exist.

NOW, THEREFORE, Exeter Homeowners Association does hereby amend its Bylaws as set forth below to modify the number of Directors of may serve on the Board of Directors.

Article VI, Section 1 is hereby amended by deleting the current provision in its entirety and by replacing it with the follow:

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors consisting of seven (7) directors.

This amendment to the Bylaws of Exeter Homeowners Association was duly adopted this 22 day of June, 2006.

Exeter Homeowners Association

By: , President

EXHIBIT A

CERTIFICATION

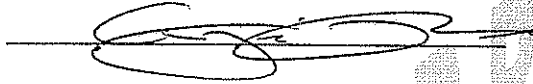
I, Jennifer Whyte, President and principal officer of Exeter Homeowners Association hereby certify that a majority of a quorum of the members present in person or by proxy at a meeting of the members voted to amend the bylaws by changing the number of directors allowed to serve on the Board of Directors to seven (7) and that Class B membership no longer exists.

Exeter Homeowners Association

By: Jennifer K. Whyte
President

Commonwealth of Virginia
County of Loudoun

SUBSCRIBED, SWORN AND ACKNOWLEDGED before me, a Notary Public in and for the State and County aforesaid by Jennifer Whyte, President of Exeter Homeowners Association, this 22 day of June, 2006.



Notary Public

My Commission Expires:

1/31/09

ARTICLE XIII
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 By-Laws 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 XIV
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: EXETER HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation.

ARTICLE XV
AMENDMENTS

These By-Laws may be amended at a regular or special meeting of the members by a vote of the majority of a quorum of members present in person or by proxy, except that if the Lots have been approved for FHA or VA financing, the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments so long as a Class B membership exists.


ARTICLE XV
MISCELLANEOUS

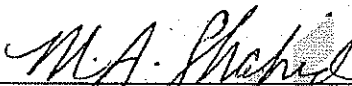
Section 1. The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year


shall begin on the date of incorporation; provided that said dates fixing the fiscal year may be adjusted at the discretion of the Board.

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

IN WITNESS WHEREOF, we, being all of the Directors of EXETER HOMEOWNERS ASSOCIATION, have hereunto set our hands this 2nd day of JULY, 1990.


Peter R. Thompson


Mike Shahidi


Jeffrey Rainey

JAG:Rev.9/30/88*REV:3/30/89*REV:7/31/89
*REV.5/18/90
HOA/DOC'S:EXETER/BY-LAWS

RULES AND REGULATIONS OF THE
RECREATION AREA OF THE
EXETER HOMEOWNERS ASSOCIATION

These Rules and Regulations are promulgated by the Board of Directors of the Exeter Homeowners Association, pursuant to the By-Laws of the Exeter Homeowners Association.

ARTICLE I
DEFINITIONS

All words or terms shall have the same meaning as defined in the Declaration of Covenants, Conditions and Restrictions for EXETER Subdivision, recorded or to be recorded among the Loudoun County, Virginia land records.

ARTICLE II
MEMBERSHIP

Section 1. General 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 general assessment by the Association, including contract sellers, but excluding Recreation Members and Optional Recreation Members as defined in the Declaration, 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 general assessment by the Association.

Ownership of such Lot shall be the sole qualification for membership. No owner shall have more than one (1) membership for one (1) lot in the Association. A mortgagee in possession of a Lot shall be entitled to exercise the Owner's rights in the Association in regard thereto.

Section 2. Recreation Membership.

Every person or entity who is a record owner of a condominium unit in Fox Chase at Exeter Condominium as the same are created by Declaration of Condominium recorded in Deed Book 1014 at Page 861 among the land records of Loudoun County, Virginia, shall be a Recreation Member. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Recreation Memberships shall be appurtenant to and may not be separated from ownership of a unit in Fox Chase at Exeter Condominium.

Section 3. Optional Recreation Membership.

Every year, during an open season established by the Board of Directors, the Association shall offer for sale an Optional Recreation Membership to the owner of each of the forty-nine (49) lots in Exeter, Section One, as the same appear duly dedicated, platted and recorded among the land records of Loudoun County, Virginia. "Owner" shall, in this context only, mean and refer to the record owner, whether one or more persons or entities, of the

fee simple title to any of the aforesaid lots, including contract sellers but excluding those having such interest merely as security for the performance of an obligation. The right to purchase an Optional Recreation Membership shall be appurtenant to and may not be separated from the ownership of any of the aforesaid lots. Ownership of such lot shall be the sole qualification for eligibility to purchase an Optional Recreation Membership. Optional Recreation Memberships shall be offered on an annual basis only and shall not entitle the holders thereof to voting privileges within the Association.

Section 4. Fee.

The fee for an Optional Recreation Membership shall be established annually by the Board of Directors after consideration of current maintenance cost, construction, reconstruction, repair or replacement of any capital improvements and any further needs of the Association regarding the Recreation Area. In accordance with the accepted Proffers in connection with EXETER Plan Amendment Applicant No. ZM-87, the Recreation Assessment shall be waived for Optional Recreation Memberships for a period of five (5) years from the time the pool opens. The Recreation Assessment must be paid in advance, by a date set by The Board of Directors, which date is necessary for the orderly operation of the Recreation Area.

Section 5. Ineligibility.

A Member, Recreation Member or Optional Recreation Member shall become ineligible for such membership upon the conveyance

by him of ownership of the property owned by him in the community upon which his Membership, Recreation Membership or Optional Recreation Membership was based. A land installment contract sale will be considered a conveyance of ownership as of the date of settlement. A Recreation Member or Optional Recreation Member who becomes ineligible in accordance herewith shall not be entitled to a refund of the current year's dues.

Section 6. Suspension or Expulsion for Misconduct.

After reasonable notice and the opportunity for a hearing, the Board of Directors or either a committee or a responsible employee to whom the Board has designated the task, may suspend or expel any Member, Recreation Member or Optional Recreation Member or refuse to renew an Optional Recreation Membership, as applicable, for willful infraction of these Rules and Regulations and/or unbecoming conduct. Suspension and expulsion may be applied to a family unit or to any member thereof. A report of suspension, expulsion or refusal to renew an Optional Recreation Membership shall be made to the Board of Directors within forty-eight (48) hours of such action in the event such action is taken by a delegate thereof. No assessment shall be refunded in the event of expulsion or suspension.

Section 7. Suspension for Failure to Pay Assessment.

The voting rights, if applicable, and the right to use the Recreation Area of any Member, Recreation Member and Optional Recreation Member shall be automatically suspended by the Board

of Directors during any period in which such member shall be in default of any assessment levied against said member by the Association. No assessment shall be abated for the period of any such default.

Section 8. Delegation of Right to use Recreation Area.

Any Member, Recreation Member or Optional Recreation Member in good standing may delegate his right to use the Recreation Area to the members of his family, his tenants or contract purchasers who reside on the Member's, Recreation Member's or Optional Recreation Member's Lot or Unit.

Section 9. Damage to Association Property.

Any property of the Association broken or damaged by a Member, Recreation Member, or Optional Recreation Member, guest or other delegate thereof shall promptly be paid for by such Member, Recreation Member or Optional Recreation Member, unless otherwise provided by the Board of Directors.

Section 10. Damage to Property of User.

The Association assumes no responsibility whatsoever for the property of any Member, Recreation Member, Optional Recreation Member, guest or other delegate which may be brought to the Recreation Area. All users of the Recreation Area waive all claims against the Association for any such property damage.

Section 11. Personal Injury.

The Association assumes no responsibility whatsoever and all Members, Recreation Members, Optional Recreation Members

guests and other delegates waive all claims against the Association for any accident or injury relating to the Recreation Area or its use.

ARTICLE III
ASSESSMENTS

Section 1. Annual Membership, Special and Recreation
Membership Assessments.

Members shall be subject to Special Assessments for capital improvements or other specified items as may be established with the assent of more than two-thirds (2/3) of the Members, as set forth in the Declaration, a copy of which shall be made available for inspection during normal business hours of the Association.

Subject to limitations on the amount of annual increase contained in the Declaration, the Board of Directors shall determine the amount of the Annual Membership Assessment. The Annual Membership Assessment for new Members may be prorated in a manner determined by the Board of Directors.

The Board of Directors shall establish the fee for Recreation Membership annually, as set forth in the Declaration and in Article II, Section 4 herein, subject, however, to the free five (5) year Optional Recreation Membership provided for in the Declaration. There shall be an "open season" annually for solicitation and acceptance of Optional Recreation Memberships.

The open season shall be two (2) calendar months in length, such months to be selected by the Board of Directors. Assessments for Recreation Membership shall be due and payable thirty (30) days after the date the assessment notice is mailed. Assessments not received by the due date shall be considered late and shall be subject to a late fee in such amount as the Board of Directors may establish. Use rights shall be suspended during any period in which payment is delinquent, as set forth in Article III, Section 5, herein.

ARTICLE IV MEMBERSHIP CARDS

Section 1. Membership Cards. The Board of Directors shall provide for the issuance of cards evidencing Membership, Recreation Membership or Optional Recreation Membership in the Association. Such cards shall be signed by the Member, Recreation Member, or Optional Recreation Membership as applicable, which signature shall be an acknowledgment of and agreement to abide by these Rules and Regulations. The name and address of each member and the date of issuance of the card shall be entered on the records of the Association. If any card is lost, mutilated or destroyed, a new card must be issued thereof on such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Cards. When a Member, Recreation Member or Optional Recreation Member has joined the Association and paid all assessments due, the appropriate membership card shall be issued in his name and delivered to him by the Secretary or his duly authorized agent.

ARTICLE V
RULES AND REGULATIONS

Section 1. Alteration, Amendment and Repeal.

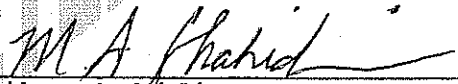
All Members, Recreation Members and Optional Recreation Members shall be accorded the use of the Recreation Area subject to these Rules and Regulations adopted by the Board of Directors and posted at all times in the Recreation Area. These Rules and Regulations may be amended or repealed and replaced with new Rules and Regulations at the discretion of the Board of Directors.

Section 2. Interpretation. Any questions as to the proper interpretation of the provisions of these Rules and Regulations shall be resolved by a majority vote of the Board of Directors.

Section 3. Waiver. No restriction, condition, obligation or provision of these Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Signed this 2nd day of JULY, 1990, by the
Directors of Exeter Homeowners Association.


Peter R. Thompson


Mike Sharidi


Jeffrey Rainey

JAG:REV:9/30/88*REV:3/30/89*REV:7/31/89
*REV:5/18/90
HOA/DOC'S:RULES/&/REG'S/EXETER