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The Uplands Homeowners Association, Inc.**

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Bylaws
of
The Uplands Homeowners Association, Inc.

ARTICLE 1
Applicability of Bylaws

These Bylaws are for THE UPLANDS HOMEOWNERS ASSOCIATION, INC., a Maryland nonstock corporation (the "Uplands HOA").

ARTICLE 2
Definitions

Unless otherwise defined in these Bylaws, or apparent from the context, words or phrases defined in the Declaration of Covenants, Conditions and Restrictions for the Uplands HOA shall have the same meanings in these Bylaws.

ARTICLE 3
Meetings of Owners

Section 3.1. Membership. Membership in the Uplands HOA is set forth in Article 4 of the Declaration.

Section 3.2. Annual Meetings. The first annual meeting of Owners shall be held within twelve (12) months from the date of closing on the first Residential Unit to be conveyed to an Owner from a home builder.

Section 3.3. Special Meetings. Special meetings of Owners may be called at any time by (a) the President, (b) the Board of Directors, (c) Declarant, during the Declarant Control Period, or (d) upon written request of Owners representing at least one-third (1/3) of the votes entitled to be cast by all Owners.

Section 3.4. Notice of Meetings. Written notice of each meeting of Owners shall be given by, or at the direction of, the Secretary or person authorized to call the meeting at least ten (10) days but not more than ninety (90) days before such meeting to each Owner entitled to vote thereat. Notice shall be given pursuant to this Section 3.4 when it is (i) personally delivered to an Owner, (ii) mailed to or left at the Owner's address as it last appears on the records of the Uplands HOA, (iii) transmitted to the Owner by electronic mail to any electronic mail address of the Owner or by any other electronic means, or (iv) delivered by any other means allowed under applicable law. Such notice may be waived upon the declaration of an emergency by the person calling the meeting. Such notice shall specify the time, date, and place of the meeting, and, in the case of a special meeting, the purpose of the meeting. All meetings of the Owners shall be held at places and times convenient to the greatest practicable number of Owners.

Section 3.5. Quorum. At any meeting of the Uplands HOA at which a vote is to be taken, the presence of Owners representing, or of proxies representing, at least twenty-five percent (25%) of the total votes entitled to be cast by all Owners shall constitute a quorum for any action by the Owners of the Uplands HOA, 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, Owners 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 3.6. Voting. The total number of votes in the Uplands HOA shall be equal to the total number of Residential Units and each Residential Unit shall be allocated one (1) vote in the Uplands HOA. At any meeting of the Owners for which a vote is to be taken, the Owner of a Residential Unit shall have the right to cast one (1) vote for each Residential Unit owned by such Owner on each issue. Notwithstanding the foregoing, no Owner of Residential Units, other than the Declarant, shall have more than ten (10) votes regardless of the number of Residential Units owned by such Owner. The vote of Owners representing at least fifty-one percent (51%) of the total votes of all Owners represented at the meeting, in person or by proxy, shall be necessary to decide any issue to be voted upon, unless the issue is one upon which, by the express provision of law or the Governing Documents, a different vote is required, in which case such express provision shall govern and control. The vote for any Residential Unit that is owned by multiple Owners may be exercised by any of the co-Owners present at any meeting unless any objection or protest by any other co-Owner is noted at such meeting. If all of the co-Owners of any Residential Unit who are present at any meeting of the Owners are unable to agree on the manner in which the vote for such Residential Unit shall be cast on any particular issue, then such vote shall not be counted for purposes of deciding that issue. If any Residential Unit is owned by a corporation, then the vote for such Residential Unit 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 Uplands HOA, prior to or during the meeting. The vote of any Residential Unit that is owned by a trust, partnership, limited liability company or other legal entity may be exercised by any trustee, partner, or manager or authorized member thereof, as the case may be and, unless any objection or protest by any other such trustee, partner, manager or member 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 Owner shall be eligible to vote, either in person or by proxy, or serve on the Board of Directors, who is shown on the books or management accounts of the Uplands HOA to be more than sixty (60) days delinquent in any payment due to the Uplands HOA.

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 Residential Unit and Owner 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 Owners for which a vote is to be taken, each Owner may vote in person or by proxy. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of its Residential Unit. No proxy shall be valid after eleven (11) months from its date, unless otherwise provided in the proxy. All proxies shall be in

writing in such form as is approved by the Board of Directors, which approval may not be unreasonably withheld, and shall be filed with the Secretary of the Uplands HOA before the appointed time of each meeting. Any written proxy which conforms with the applicable laws of the State of Maryland shall be deemed to be satisfactory and approved as to form by the Board of Directors. A nondirected proxy may be counted toward a quorum and may vote on matters of business, unless otherwise provided by applicable law.

Section 3.9. Rights of Mortgagees. Any Mortgagee of any Residential Unit who desires notice of the annual and special meetings of the Owners shall notify the Secretary of the Uplands HOA to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such Mortgagee and the name of the person to whom notice of the annual and special meetings of the Owners should be addressed. The Secretary of the Uplands HOA shall maintain a roster of all 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 Owners to each such Mortgagee in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the Owners. Any such Mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Owners 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 Owners 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 Owners upon request made in writing to the Secretary of the Uplands HOA.

Section 3.10. Open Meetings.

(a) All meetings of the Uplands HOA (including meetings of the Owners, the Board of Directors, and committees appointed by the Board of Directors) shall be open to all Owners and their agents, except that such meetings may be held in closed session for the following purposes, subject to applicable law, including the provisions of the Maryland Homeowners Association Act, as amended from time to time:

- (i) Discussion of matters pertaining to employees and personnel;
- (ii) Protection of the privacy or reputation of individuals in matters not related to Uplands HOA business;
- (iii) Consultation with legal counsel on legal matters;
- (iv) Consultation with staff personnel, consultants, attorneys, Board members, or other persons in connection with pending or potential litigation or other legal matters;
- (v) Investigative proceedings concerning possible or actual criminal misconduct;

(vi) Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interests of the Uplands HOA;

(vii) Compliance with a specific constitutional, statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure; or

(viii) Discussion of individual owner Assessment accounts.

(b) If a meeting is held in closed session for the purposes set forth above:

(i) No action may be taken and no matter may be discussed other than those permitted above; and

(ii) A statement of the time, place and purpose of any closed meeting, the record of the vote of each member of the Board of Directors (or committee, if applicable) by which any meeting was closed, and the authority under this Section for closing the meeting shall be included in the minutes of the next meeting of the Board of Directors (or committee, if applicable).

ARTICLE 4

Board of Directors; Appointment

Section 4.1. Number and Qualifications.

(a) Until the Board is otherwise appointed pursuant to Section 4.2 below, the affairs of the Uplands HOA shall be managed by a Board of Directors consisting of either three (3) or five (5) Directors (the number to be determined from time to time by the Declarant) who shall be appointed by and serve at the pleasure of the Declarant. The names of the three (3) initial Directors of the Uplands HOA appointed by the Declarant are set forth in the Articles of Incorporation. To qualify for appointment to the Board of Directors, a Director appointed by the Declarant shall be a representative or designee of the Declarant. Upon the earlier of (i) sixty (60) days after seventy-five percent (75%) of the total number of Residential Units that may be part of the Uplands HOA have been conveyed to homeowners, or (ii) the express written termination by the Declarant of its right to appoint members of the Board of Directors (the "**Board Transition Date**"), the Board of Directors shall be elected by the Owners in accordance with Section 4.2 below.

(b) Notwithstanding Section 4.1(a), prior to the Board Transition Date and the election of Directors as set forth in Section 4.2, the Declarant may call for one or more elections of some or all Directors by the Owners including, without limitation, convening one or more election meetings for seats on the Board to be elected by Owners other than the Declarant. If the Declarant exercises such right to call an election, the Owners shall elect such Director(s) to seats on the Board as designated by the Declarant and at the time for election as determined by the Declarant. Any Director elected prior to the Board Transition Date in accordance with this Section 4.1(b) shall serve a term of two (2) years or until a successor is otherwise elected or appointed pursuant to these Bylaws.

Section 4.2. Directors Elections. Commencing with the Board Transition Date, the Board shall consist of five (5) Directors elected by the Owners. To qualify for a seat on the Board of Directors, a Director shall be an Owner or a representative or designee of the Declarant. Notwithstanding any provision of these Bylaws to the contrary, a candidate receiving a plurality of votes in any Director election shall be elected to the Board without any minimum quorum requirement for such Director election.

Section 4.3. Term and Removal. Except for Directors appointed by the Declarant prior to the Board Transition Date who shall serve at the pleasure of the Declarant (and may be removed and replaced by the Declarant prior to the Board Transition Date), all Directors elected by the Owners shall serve for terms of two (2) years and until a successor is elected and qualifies, provided, however, that the Owners may at the time of the election of any Director(s) determine that any seat on the Board to be elected shall be for a term longer or shorter than two (2) years in order to adjust elections so that they occur once per year at the annual meeting of Owners or to stagger the terms of Directors so that approximately one-half of the Board is elected each year. Any Director elected by the Owners may be removed from the Board, with or without cause, by the vote of Owners holding at least a majority of the total number of votes in the Uplands HOA, or as provided in Section 6.1(d) below.

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

ARTICLE 5

Meetings of Directors

Section 5.1. Regular and Special Meetings. All meetings of the Board of Directors or any committee created by the Board of Directors shall be held only (i) upon regularly scheduled and established dates or periods and at such time and place as shall have been made known to all Owners in writing in a community newsletter, electronic bulletin board, community website, by regular or electronic mail, or by other means which the Board of Directors determines will be reasonably effective in providing such notice to all Owners, or (ii) after written notice of a Board meeting is given to all Owners by any of the means listed in Section 3.4 of these Bylaws not less than seventy-two (72) hours nor more than ninety (90) days prior to the date of the meeting. Such notice may be waived upon the declaration of an emergency by the person calling the meeting. All such meetings shall be open to all Owners and their respective agents, and shall be held at places and times convenient to the greatest practicable number of Owners. Meetings of the Board of Directors may be held in closed session only in accordance with Section 3.10 of these Bylaws.

Section 5.2. Quorum. A majority of the total 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 three (3) nor more than thirty (30) days from the date of the original meeting. At the adjourned meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Unless a greater number is expressly required under the Governing Documents or applicable law, every act or decision done or made by a majority of the total number of Directors shall be regarded as the act of the Board.

Section 5.3. Rights of Mortgagees. Any Mortgagee of any Residential Unit who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary of the Uplands HOA to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such 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 Uplands HOA shall maintain a roster of all 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 Mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this Article for notice to the Owners. Any such 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 of the Uplands HOA.

Section 5.4. 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 6

Powers and Duties of the Board of Directors

Section 6.1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations of the Uplands HOA including, without limitation, Design Guidelines, maintenance standards, and rules and regulations relating to the use of Residential Units, Residential Common Elements and the Uplands Common Area, and the personal conduct of the Owners and their guests thereon, and to establish penalties for violations of such rules and regulations;

(b) Suspend an Owner's voting rights and rights to use the Uplands Common Area for any period during which any Assessment against the Owner's Residential Unit remains unpaid;

(c) Suspend an Owner's to use the Uplands Common Area for any infraction of the Governing Documents, provided that such Owner is given reasonable notice of the violation and an opportunity for a hearing;

(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, in which case the remaining Directors shall elect a replacement Director to serve the remaining term of the Director that was removed;

(e) Employ a management agent, an independent contractor, and such other employees as the Board deems necessary, and to prescribe their duties;

(f) Impose fines for violations of the Governing Documents;

(g) Contract for services that benefit the Subject Property; and

(h) Exercise for the Uplands HOA all powers, duties and authority vested in or delegated to the Uplands HOA and not expressly reserved to the Owners by other provisions of the Governing Documents.

Section 6.2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a record of all its material acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting of the Uplands HOA, or at any special meeting when such statement is requested in writing by Owners holding at least fifty-one percent (51%) of the total votes in the Uplands HOA;

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

(c) As more fully provided in the Declaration, to:

(i) Fix the amount of Assessments payable with respect to each Residential Unit;

(ii) Send written notice of Assessments to every Owner and Residential Condominium Association subject thereto prior to the commencement date of the new Assessments; and

(iii) Foreclose the lien against any Residential Unit for which Assessments are not paid when due or bring an action at law against the Owner and/or Residential Condominium Association personally obligated to pay the same;

(d) Issue, or cause an appropriate officer to issue, upon demand by any Owner or other interested party, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be imposed by the Board for the issuance of these certificates. If a duly issued 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 Uplands HOA and other insurance required under the Governing Documents or

that the Board may deem appropriate. The Uplands HOA may periodically employ an insurance consultant if the Board of Directors deems it necessary to do so in order to analyze the insurance requirements of the Uplands HOA;

(f) Cause all officers or employees of the Uplands HOA having fiscal responsibilities to be bonded or insured;

(g) Cause the Uplands Common Area to be maintained and maintain any other property which is the responsibility of the Uplands HOA pursuant to the Declaration or the direction of any governmental agency or agreement or which is appurtenant to or serves and benefits any portion of the Subject Property;

(h) Act on behalf of the Uplands HOA in exercising its rights and obligations as a "Parcel Association" and a "Parcel Owner" pursuant to and in accordance with the Community Declaration; and

(i) Otherwise perform or cause to be performed the functions and obligations of the Board of Directors and the Uplands HOA as provided for in the Governing Documents, including, without limitation, collection of Assessments.

Section 6.3. Management Agent. The Board of Directors shall employ a management agent in accordance with Article 11 of the Declaration.

ARTICLE 7

Officers and Their Duties

Section 7.1. Enumeration of Officers. The officers of the Uplands HOA shall be a President, a Vice President, a Secretary, and a 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. The President and the Vice President shall at all times be members of the Board of Directors; the other officers may, but need not, be members of the Board of Directors.

Section 7.2. 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 Uplands HOA or such other time as may be determined by the Board of Directors, provided that the initial Board of Directors shall elect the first group of officers at its first organizational meeting.

Section 7.3. Term. Each officer of the Uplands HOA shall be elected annually by the Board and each officer shall hold office for one (1) year or until his or her successor is duly elected and qualified, unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board may elect such other officers as the affairs of the Uplands HOA 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 7.5. 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 7.6. 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 he or she replaces.

Section 7.7. 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 or the Governing Documents to be executed, acknowledged or verified by two (2) or more officers. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 7.4 of this Article and except as otherwise provided in this Section 7.7.

Section 7.8. Duties. The duties of the officers are as follows (any of which may be assigned, in whole or in part, by the Board of Directors to the Uplands HOA's management agent):

(a) **President:** The President shall be the chief executive officer of the Uplands HOA and shall preside at all meetings of the Board of Directors. The President shall see that orders and resolutions of the Board of Directors are carried out and may sign and execute, on behalf of the Board of Directors, all authorized instruments and shall co-sign all checks and promissory notes. The President shall perform such other duties as are from time to time assigned to the President by the Board of Directors.

(b) **Vice President:** The Vice President, at the request of the President, or in the absence of the President or during the President's inability or refusal to act, shall perform the duties and exercise the functions of the President, and when so acting shall have the powers of the President. The Vice President shall have such other powers and perform such other duties as are from time to time assigned to the Vice President by the Board of Directors or the President.

(c) **Secretary:** The Secretary shall ensure that minutes of the meetings and proceedings of the Board of Directors and of any subcommittees thereto are produced and maintained in the Uplands HOA's records. The Secretary (i) shall see that all notices by the Uplands HOA are duly given in accordance with the provisions of these Bylaws or as required by law; (ii) shall be custodian of the records of the Uplands HOA; (iii) may witness any document on behalf of the Uplands HOA, the execution of which is duly authorized; and (iv) shall perform all such other duties as are from time to time assigned to the Secretary by the Board of Directors or the President.

(d) **Treasurer:** The Treasurer (i) shall oversee the receipt and deposit in appropriate bank accounts of all moneys of the Uplands HOA and the disbursement of such

funds as directed by resolution of the Board of Directors; (ii) shall sign all checks and promissory notes authorized by the Board of Directors; (iii) shall cause to be maintained proper books of account of the Board of Directors and the Uplands HOA; (iv) shall cause to be prepared an annual statement of income and expenditures for the Uplands HOA to be presented to the Board of Directors; and (v) shall perform such other duties as are from time to time assigned to the Treasurer by the Board of Directors or the President.

Section 7.9. Compensation. No officer shall receive compensation for any service rendered to the Uplands HOA. However, any officer may be reimbursed for actual expenses incurred in the performance of such officer's duties.

ARTICLE 8

Liability and Indemnification of Officers and Directors; Insurance

Section 8.1. Liability and Indemnification. The Uplands HOA shall indemnify every officer and Director of the Uplands HOA 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 Uplands HOA) to which such officer or Director may be made a party by reason of being or having been an officer or Director of the Uplands HOA, whether or not such person is an officer or Director at the time such expenses are incurred. No officer or Director of the Uplands HOA shall be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual gross negligence, willful misconduct or fraud. The officers and Directors of the Uplands HOA shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Uplands HOA and the Uplands HOA 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 Uplands HOA or former officer or Director of the Uplands HOA may be entitled.

Section 8.2. Directors and Officers Insurance. The Uplands HOA shall maintain liability insurance for Directors and officers of the Uplands HOA as required pursuant to Section 10.3 of the Declaration.

Section 8.3. Committee Members. The provisions of this Article 8 or provisions elsewhere in the Governing Documents relating to liability, indemnification and insurance of Directors and officers shall also apply to any member of a committee of the Uplands HOA.

ARTICLE 9

Committees

The Board of Directors may from time to time appoint a Design Review Committee, covenants committee, and such other committees as it deems appropriate in carrying out its purposes. All committees appointed by the Board of Directors shall hold meetings in accordance with Section 3.10 and Section 5.1 of these Bylaws.

ARTICLE 10

Books and Records/Fiscal Management

Section 10.1. Fiscal Year. The fiscal year of the Uplands HOA shall begin on the first day of January every year or such other day as the Board of Directors may determine. The commencement date of the Uplands HOA's established fiscal year shall be subject to change by the Board of Directors.

Section 10.2. Principal Office - Change of Same. The initial principal office of the Uplands HOA shall be as set forth in the Articles of Incorporation for the Uplands HOA but meetings of Owners and Directors may be held at such places within or outside the State of Maryland as may be designated by the Board of Directors. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Uplands HOA from time to time.

Section 10.3. Books and Accounts. Books and accounts of the Uplands HOA 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 Uplands HOA and its administration and shall specify the operation, maintenance and repair expenses of the Uplands Common Area, services required or provided with respect to the same and any other expenses incurred by the Uplands HOA.

Section 10.4. Auditing. At the close of each fiscal year and at the election of the Board of Directors, the books and records of the Uplands HOA 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 prepared, the Uplands HOA shall furnish the Owners and any Mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Uplands HOA, within one hundred twenty (120) days following the end of each fiscal year.

Section 10.5. Inspection of Books. The books and accounts of the Uplands HOA, vouchers accrediting the entries made thereupon and all other records maintained by the Uplands HOA shall be available for examination by Owners and their duly authorized agents or attorneys, and to the institutional holder of any First Mortgage on any Unit and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice. The Governing Documents shall be available for inspection

by any Owner at the principal office of the Uplands HOA, where copies may be purchased at reasonable cost.

Section 10.6. Declarant's Delivery of Records. The Declarant shall deliver to the Board of Directors those records of the Uplands HOA that are required to be delivered within thirty (30) days from the date of the Board Transition Date pursuant to Section 11B-106.1 of the Maryland Homeowners Association Act.

ARTICLE 11
Assessments

As more fully provided in the Declaration, each Owner is obligated to pay Assessments to the Uplands HOA which are secured by a continuing lien upon the Residential Units that it represents. No Owner may waive or otherwise escape liability for any Assessments by non-use of the Uplands HOA Common Area or abandonment of a Residential Unit.

ARTICLE 12
Corporate Seal

The Uplands HOA may have a seal in circular form having within its circumference the words: THE UPLANDS HOMEOWNERS ASSOCIATION, INC., a Maryland corporation. Alternatively, the Uplands HOA may place the word "(SEAL)" adjacent to the signature of the person authorized to sign any document on behalf of the Uplands HOA if a corporate seal is required.

ARTICLE 13
Amendments

These Bylaws may be amended, at a regular or special meeting of the Owners, by Owners entitled to vote at least fifty-one percent (51%) of the total votes of the Uplands HOA and with the consent of the Declarant during the Declarant Control Period.

ARTICLE 14
Interpretation/Miscellaneous

Section 14.1. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Uplands HOA. 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 Uplands HOA, the provisions of the Articles of Incorporation shall control.

Section 14.2. Notices. Unless another type of notice is specifically provided for elsewhere in these Bylaws, any and all notices called for in these Bylaws shall be given in writing and delivered in accordance with Section 13.24 of the Declaration.

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 of these Bylaws which can be given effect.

Section 14.4. Waiver. No restriction, condition, obligation or provision 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 and Gender. 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 or interpretation of these Bylaws. 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.

[END OF BYLAWS]

IN WITNESS WHEREOF, we, being all of the Directors of THE UPLANDS HOMEOWNERS ASSOCIATION, INC., hereby adopted the foregoing Bylaws effect the 24th day of September, 2012.

Stuart S Prince [SEAL]
Stuart S. Prince, Director

R. Wagner [SEAL]
Ronald Wagner, Director

Kelsey Granville [SEAL]
Kelsey Granville, Director