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Amended and Restated
Declaration of Covenants, Conditions and Restrictions
for
The Uplands Homeowners Association, Inc.

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Exhibits

- Exhibit A Description of the Subject Property
- Exhibit B Plan Showing Certain Annexable Property

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) MMB 36094, p. 0145, MSA_CE64_36403. Date available 09/09/2014. Printed 10/26/2015.

Amended and Restated**Declaration of Covenants, Conditions and Restrictions**

for

The Uplands Homeowners Association, Inc.

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE UPLANDS HOMEOWNERS ASSOCIATION, INC. (this "**Declaration**"), is made on the date set forth on the signature page below by **POTOMAC RIVERBEND L.C.**, a Virginia limited liability company (the "**Declarant**").

RECITALS

A. The Declarant recorded the Declaration of Covenants, Conditions and Restrictions for The Uplands Homeowners Association, Inc., among the Land Records of Prince George's County, Maryland on September 13, 2012, in Liber 33958, folio 8 (the "**Prior Declaration**") with respect to certain land and improvements thereon that are located in the National Harbor development in Prince George's County, Maryland (sometimes referred to in this Declaration as the "Development").

B. The property that was previously annexed into the Uplands HOA and made subject to the Prior Declaration (and to this Declaration) is described on **Exhibit A** to this Declaration. Additional property may be annexed into the Uplands HOA and made subject to this Declaration pursuant to Section 2.2 of this Declaration. As more particularly defined in Section 1.35 below, property now or hereafter annexed into the Uplands HOA and subject to this Declaration is sometimes referred to in this Declaration as the "Subject Property".

C. Residential Units are intended to be constructed within the Subject Property. Some or all Residential Units are or will be condominium units established within certain residential condominium regimes (each such condominium regime being referred to in this Declaration as a "Residential Condominium"). Certain common areas referred to in this Declaration as the "Uplands Common Area" are intended for the use and benefit of the Owners and residents of the Residential Units and such other parties as more particularly set forth in this Declaration.

D. A non-stock corporation known as The Uplands Homeowners Association, Inc. (the Uplands HOA) has been established to own and/or otherwise be responsible for the Uplands Common Area and to otherwise exercise the rights and duties of the Uplands HOA under this Declaration and the other Governing Documents. Each Owner of a Residential Unit shall be a member of the Uplands HOA. The purposes of this Declaration are, among other things, to establish covenants for the operation, maintenance, repair and replacement of the Uplands Common Area and for the payment of the costs of the same and to establish covenants, conditions, easements, and restrictions otherwise applicable to the Subject Property.

E. Section 13.10 of the Prior Declaration reserves to the Declarant the right, during the Declarant Control Period, to modify, amend or change any of the provisions of the Prior Declaration or other Governing Documents as the Declarant may reasonably deem necessary or desirable to, among other things, respond to changes in the Development Plans and confirm or establish easements and other rights pursuant to the provisions of the Prior Declaration. The Declarant, acting within the Declarant Control Period and pursuant to its rights under Section 13.10 of the Prior Declaration, hereby amends and restates the Prior Declaration as set forth herein.

NOW, THEREFORE, the Declarant hereby declares that the Prior Declaration is amended, superseded and replaced by this Declaration and the Declarant further grants, declares and reaffirms that the Subject Property shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, easements, equitable servitudes and other provisions set forth in this Declaration, which shall run with the Subject Property and be binding on all parties having any right, title or interest in all or any portion of the Subject Property, and any other real property annexed within the jurisdiction of the Uplands HOA in accordance with Article 2 below, their heirs, personal representatives, successors, transferees and assigns, and which shall inure to the benefit of the Declarant and the Owners.

ARTICLE 1

DEFINITIONS

Unless the context shall plainly require otherwise, the following terms when used in this Declaration shall have the following meanings:

Section 1.1 "Annual Assessment" shall mean and refer to the assessment levied against Residential Units on an annual basis to fund the Common Expenses, but not including Special Assessments.

Section 1.2 "Application" has the meaning set forth in Section 9.8 of this Declaration.

Section 1.3 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation for the Uplands HOA filed with the Maryland State Department of Assessments and Taxation, as the same may be amended from time to time.

Section 1.4 "Assessments" shall mean and refer collectively to any Annual Assessment, Special Assessment, and all other fees and charges, including all installments thereof, as may be levied by the Uplands HOA in accordance with this Declaration.

Section 1.5 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Uplands HOA, the governing body for the Uplands HOA as more particularly described in the Bylaws.

Section 1.6 "Bylaws" shall mean and refer to the Bylaws for the Uplands HOA, as may be amended from time to time.

Section 1.7 "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Uplands HOA, including, without limitation, a reasonable reserve for the maintenance, repair, and replacement of the Uplands Common Area in accordance with Article 8 below, all as may be found to be necessary or appropriate by the Board of Directors pursuant to the Governing Documents.

Section 1.8 "Community Association" shall mean and refer to National Harbor Owners Association, Inc., which is the master association for the Development.

Section 1.9 "Community Declaration" shall mean and refer to the Amended and Restated Amended and Replaced National Harbor Community Declaration recorded among the Land Records in Liber 26270, folio 21, as may be amended from time to time.

Section 1.10 "Declarant" shall mean and refer to Potomac Riverbend L.C., a Virginia limited liability company, and its successors and assigns, but only to the extent that all or any portion of the obligations, rights, reservations, easements, interests, exemptions, privileges and/or powers of the Declarant under this Declaration and other Governing Documents are specifically assigned or transferred to any such successors or assigns by an instrument in writing. Notwithstanding any assignment of the Declarant's rights or obligations under this Declaration or the Bylaws (whether partially or in full), the assignee shall not be deemed to have assumed any of the obligations of the Declarant unless, and only to the extent that, it expressly agrees to do so in writing.

Section 1.11 "Declarant Control Period" shall mean and refer to that period commencing on the date that the Prior Declaration was recorded among the Land Records and ending on the earlier of (a) the date that is thirty (30) years after the date the Prior Declaration was recorded among the Land Records (i.e., on September 13, 2042), or (b) the date that the Declarant, in its sole discretion, expressly and in writing terminates the Declarant Control Period. Notwithstanding the foregoing, the Declarant may, in its sole discretion at any time and from time to time, expressly and in writing, terminate some but less than all of the Declarant's rights that may be exercised by the Declarant under this Declaration during the Declarant Control Period.

Section 1.12 "Design Guidelines" has the meaning set forth in Section 9.11 of this Declaration.

Section 1.13 "Design Review Committee" means that committee which may be established pursuant to Article 9 of this Declaration.

Section 1.14 "Development" means the National Harbor development located in Prince George's County, Maryland.

Section 1.15 "Development Plans" shall mean and refer collectively to all zoning plans, project plans, preliminary plans, site plans, subdivision plats and/or other regulatory plans for the Development as may have been or shall be reviewed and approved by the applicable governmental authorities, including all amendments, modifications, extensions and supplements as may be made from time to time.

Section 1.16 "Director" shall mean and refer to a member of the Board of Directors.

Section 1.17 "Eligible Mortgagee" shall mean and refer to a holder, insurer or guarantor of a First Mortgage on a Residential Unit who has submitted a written request for notice from the Uplands HOA of amendments to the Uplands HOA documents or other significant matters which would affect the interests of such Mortgagee.

Section 1.18 "First Mortgage" shall mean and refer to a Mortgage recorded against any Residential Unit that has priority over any other Mortgages recorded against such Residential Unit.

Section 1.19 "Governing Documents" shall mean and refer to this Declaration, the Articles of Incorporation, the Bylaws, Design Guidelines, and any rules and regulations of the Uplands HOA, as any of the foregoing may be amended from time to time.

Section 1.20 "Improvements" has the meaning set forth in Section 9.1 of this Declaration.

Section 1.21 "Land Records" shall mean and refer to the Land Records of Prince George's, Maryland.

Section 1.22 "Limited Common Area" has the meaning set forth in Section 3.5 of this Declaration.

Section 1.23 "Maryland Homeowners Association Act" shall mean and refer to Title 11B of the Real Property Article of the Annotated Code of Maryland, or any successor title.

Section 1.24 "Mortgage" shall mean and refer to any deed of trust, mortgage, and other security instrument constituting a lien against a Residential Unit, together with all modifications, consolidations, extensions, and replacements of the same made from time to time, provided that any such security instrument has been recorded among the Land Records or in such other place as is, under applicable law, required for such instrument to give constructive notice of the matters set forth therein.

Section 1.25 "Mortgagee" shall mean and refer to the holder or beneficiary of any recorded Mortgage (whether or not an Institutional Mortgagee). The term "**Institutional Mortgagee**" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Fannie Mae, Government National Mortgage Association ("**GNMA**"), Federal Home Loan Mortgage Corporation ("**FHLMC**"), all corporations and any agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Residential Unit. In the event any mortgage is insured by the Federal Housing Administration ("**FHA**") or guaranteed by the Department of Veterans Affairs ("**VA**"), then as to such mortgage the expressions "Mortgagee" and "Institutional Mortgagee" include the FHA or the VA as the circumstances may require, acting, respectively, through the Federal Housing Commission and the Secretary of Veterans Affairs or through other duly authorized agents.

Section 1.26 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Residential Unit which is a part of the Subject Property, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the holder of a security interest in all or any portion of a Residential Unit shall be an Owner to the extent that such holder acquires title to such Residential Unit as a result of a foreclosure proceeding or by a deed in lieu of foreclosure.

Section 1.27 "Residential Common Elements" shall mean and refer to the common elements of a Residential Condominium and other components of general use within a Residential Condominium, as defined in the Declaration of Condominium for such Residential Condominium.

Section 1.28 "Residential Condominium" shall mean and refer to each residential building condominium regime established or to be established within the Subject Property in accordance with the Maryland Condominium Act. The term "Residential Condominium" shall not include any site condominium or other condominium regime that does not establish residential dwellings as condominium units.

Section 1.29 "Residential Condominium Association" shall mean and refer to the council of unit owners of a Residential Condominium.

Section 1.30 "Residential Condominium Board" shall mean and refer to the board of directors of a Residential Condominium.

Section 1.31 "Residential Condominium Governing Documents" shall mean and refer to the Declaration of Condominium, bylaws and condominium plats for a Residential Condominium, as the same may be amended from time to time.

Section 1.32 "Residential Unit" shall mean and refer to any portion of the Subject Property that consists of or is intended for the construction of a dwelling unit designed for use and occupancy by a single household, regardless of whether such dwelling has yet been constructed. The term Residential Unit shall include, without limitation, residential condominium units within each Residential Condominium, fee simple residential lots, if any, and the improvements thereon, and any rental apartment units in the Subject Property.

Section 1.33 "Review Entity" has the meaning set forth in Section 9.4 of this Declaration.

Section 1.34 "Special Assessment" shall mean and refer to any assessment levied by the Uplands HOA in accordance with Section 5.6 of this Declaration.

Section 1.35 "Subject Property" shall mean and refer to the real property described on **Exhibit A** to this Declaration and all improvements and appurtenances thereto, and such additions thereto, if any, as may hereafter be brought within the jurisdiction of the Uplands HOA pursuant to Article 2 of this Declaration.

Section 1.36 "Uplands HOA" shall mean and refer to The Uplands Homeowners Association, Inc., a non-stock Maryland corporation, its successors and assigns.

Section 1.37 "Uplands Common Area" shall mean and refer to all real property owned, leased or maintained by the Uplands HOA and all improvements and facilities located upon such property that will serve the Owners and residents of the Subject Property or such other parties as provided pursuant to this Declaration; provided, however, that no portion of any Residential Unit or Residential Common Elements shall be considered part of the Uplands Common Area and, except as expressly required or permitted in this Declaration, the Uplands HOA shall not maintain Residential Units or Residential Common Elements.

ARTICLE 2
SUBJECT PROPERTY; DECLARANT'S RIGHT OF ANNEXATION

Section 2.1 Subject Property. The Declarant declares and reaffirms that the Subject Property described on **Exhibit A** to this Declaration is and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration.

Section 2.2 Additional Annexations.

(a) In addition to the Subject Property which has been made subject to this Declaration pursuant to Section 2.1, any real property shown on **Exhibit B** to this Declaration and any real property contiguous to or in the vicinity of the real property shown on **Exhibit B** may be annexed within the jurisdiction of the Uplands HOA by the Declarant and made subject to this Declaration, without the consent of any Owner or any other person or entity, for the duration of the Declarant Control Period. In addition to the foregoing real property that the Declarant may unilaterally annex, the Declarant may also, during the Declarant Control Period, annex within the jurisdiction of the Uplands HOA and to this Declaration any other real property within the Development with the written consent of the fee owner of such real property. The scheme of this Declaration shall not, however, be extended to include any additional real property unless and until the same is annexed within the jurisdiction of the Uplands HOA by the recordation of a supplementary declaration as provided in this Section. After the Declarant Control Period, annexations of real property within the jurisdiction of the Uplands HOA shall require the consent of Owners entitled to cast not less than sixty-seven percent (67%) of the total votes in the Uplands HOA.

(b) Any annexations made pursuant to this Article or otherwise shall be made by recording a supplementary declaration among the Land Records, which supplementary declaration shall extend the scheme of this Declaration to such annexed property. Any supplementary declaration made pursuant to the provisions of this Article or otherwise may contain such complementary or supplemental additions and modifications to the covenants, conditions, restrictions, easements and other provisions set forth in this Declaration as may be considered necessary by the maker of such supplementary declaration to reflect the different character or use, if any, of the annexed property, including, without limitation, a partial or complete waiver of all or any portion of such covenants, conditions, restrictions, easements and/or other provisions with respect to the annexed property or additional or modified covenants, conditions, restrictions, easements or other provisions that are more or less restrictive than those set forth in this Declaration. Every Owner of a Residential Unit in any property annexed within the jurisdiction of the Uplands HOA shall have an easement of enjoyment in and to the Uplands

Common Area and such other rights of use as are provided in Article 3 of this Declaration, subject, however, to this Section and the limitations set forth in Article 3.

Section 2.3 Deannexation. The Declarant may deannex any property annexed within the jurisdiction of the Uplands HOA during the Declarant Control Period, provided, however, that (a) the Declarant is the Owner of such property at the time of deannexation, or (b) if the Declarant is not the Owner of such property, the Declarant deannexes such property with the written consent of the Owner thereof. Any such deannexed property shall no longer be subject to the covenants, conditions, restrictions, easements and other provisions of this Declaration except for (i) any easements, rights, reservations, exemptions, powers or privileges reserved to the Declarant pursuant to this Declaration which affect the deannexed property and (ii) any other easements, rights, reservations, exemptions, powers or privileges which are expressly reserved to the Declarant in the instrument effectuating such deannexation. Such deannexation shall be made by recording a supplementary declaration among the Land Records, withdrawing the effect of the covenants, conditions, restrictions, easements and other provisions of this Declaration from the deannexed property, and otherwise in accordance with this Section 2.3. Such deannexed property may be utilized by the Declarant, or any successor, assign or transferee of the Declarant, for any lawful purpose or use.

ARTICLE 3

PROPERTY RIGHTS

Section 3.1 Owners' Easements of Enjoyment. Every Owner of a Residential Unit shall have a right and easement of use, access and enjoyment in and to the Uplands Common Area which right and easement shall be appurtenant to and pass with the title to every Residential Unit, subject to the following:

(a) the rights and obligations set forth in the Community Declaration and the Governing Documents, as amended from time to time, and any other covenants and easements relating to the Uplands Common Area;

(b) the right of the Uplands HOA to charge reasonable and uniform admission and other fees to Owners for the use of the Uplands Common Area;

(c) the right of the Uplands HOA to suspend an Owner's rights to use the Uplands Common Area (i) for any period during which any Assessment against such Owner's Residential Unit remains unpaid, and (ii) after notice and an opportunity for a hearing, for any infraction of its published rules and regulations; provided, however, that the obligation of such Owner to pay Assessments shall continue unabated during such period of suspension of voting rights or right to utilize the Uplands Common Area;

(d) the right of the Uplands HOA to limit the number of guests of Owners utilizing the Uplands Common Area;

(e) the right of the Uplands HOA to establish rules and regulations pertaining to the use of the Uplands Common Area;

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(f) the rights of the Uplands HOA, the Declarant, utility companies and other Owners with respect to the easements established by this Declaration;

(g) the right of the Uplands HOA, with the consent of the Declarant during the Declarant Control Period, to borrow money for the purpose of improving or maintaining the Uplands Common Area and, in connection with such borrowing, to mortgage any of the Uplands Common Area;

(h) the right of the Uplands HOA to take such steps as are reasonably necessary to protect the property of the Uplands HOA against mortgage default and foreclosures, provided, however, that the same are in conformity with the other provisions of this Declaration;

(i) the rights of the Declarant, as more fully set forth in Article 7 and elsewhere in this Declaration, to grant easements, to utilize reserved rights and easements, and otherwise to utilize the Uplands Common Area as it deems appropriate in connection with the development of the Subject Property or other areas of the Development;

(j) the right of the Uplands HOA, acting by and through its Board of Directors, and with the consent of the Declarant during the Declarant Control Period, to grant easements, licenses or other rights of use of the Uplands Common Area to persons or entities that are not Owners for such consideration and on such terms and conditions as the Board of Directors may from time to time consider appropriate or in the interest of the Uplands HOA or the Subject Property;

(k) the right of the Uplands HOA to be the lessee of all or any portion of the Uplands Common Area and the right of the Uplands HOA to enforce the terms of the lease with respect to such Uplands Common Area against the Owners and their guests, lessees and invitees;

(l) the right of the Uplands HOA, acting by and through its Board of Directors, to transfer or convey portions of the Uplands Common Area for purposes of adjusting the boundary lines of the Uplands Common Area, provided, however, that such adjustment is otherwise in conformance with applicable law, local zoning ordinances, governmental guidelines, or restrictions;

(m) the rights granted to non-residents of the Subject Property to use Uplands Common Areas pursuant to Section 3.4 of this Declaration;

(n) the right of the Declarant to designate portions of Uplands Common Areas as Limited Common Area and the rights of designated Owner(s) to the exclusive or primary use of Limited Common Area; and

(o) such other rights of the Declarant and the Uplands HOA as are not inconsistent with the Governing Documents.

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Section 3.2 Limitations on Uplands HOA. Despite any provision of this Declaration to the contrary:

(a) The Uplands HOA shall have no right to suspend the right of any Owner to use any roadways, sidewalks, or walkways located within the Uplands Common Area or any other portion of the Subject Property for vehicular and pedestrian ingress and egress to and from such Owner's Residential Unit.

(b) The Uplands HOA shall have no right to suspend any easement over the Uplands Common Area or other portion of the Subject Property for storm water drainage, electrical energy, water, sanitary sewer, natural gas, CATV or similar service, telecommunications service or similar utilities and services to the Residential Units.

Section 3.3 Delegation of Use. Any Owner of a Residential Unit may delegate, consistent with the Governing Documents, such Owner's right of enjoyment to the Uplands Common Area to the members of such Owner's family and such Owner's tenants and social invitees.

Section 3.4 Use of Uplands Common Area by Non-Residents. Notwithstanding any provision of this Declaration or other Governing Documents, during the Declarant Control Period, the Declarant may unilaterally grant rights for persons who are not Owners or residents of the Residential Units to use the Uplands Common Area upon such terms and conditions that the Declarant may determine in its sole discretion including, but not limited to, providing for other residents in the Development to use amenities in, and/or other portions of, the Uplands Common Area and entering into agreements regarding such use with residential condominium associations that are not part of the Subject Property and other parties that are not members of the Uplands HOA. The Board may also grant such rights, provided that any such action taken by the Board shall require the written consent of the Declarant during the Declarant Control Period.

Section 3.5 Limited Common Area. Notwithstanding any provision of this Declaration or other Governing Documents, during the Declarant Control Period, the Declarant may unilaterally designate any Uplands Common Area as Limited Common Area. As used in this Declaration, the term "**Limited Common Area**" means Uplands Common Area that is designated for the exclusive or primary use of one or more but less than all of the Owners. The Declarant may designate Limited Common Area, and the Owner(s) to whom the use of such Limited Common Area is reserved, in an instrument recorded among the Land Records, including in any supplementary declaration or deed. The designation and use of any Limited Common Area shall be upon such terms and conditions that the Declarant may determine in its sole discretion. Unless otherwise determined by the Declarant or the Board, the Uplands HOA's expenses related to the operation, maintenance, repair and replacement of any Limited Common Area shall be assessed only against those Owner(s) that are designated to use such Limited Common Area.

Section 3.6 Disclaimers Regarding Uplands Common Area. No representations or warranties are made to any Owner, resident, or any other party regarding the establishment, features, maintenance, use, operation, or continued operation of any Uplands Common Area including, without limitation, any amenities included within the Uplands Common Area or

planned to be included within the Uplands Common Area. All plans for any amenities and other features of the Uplands Common Area are subject to change at any time and from time to time. Without limiting the generality of the foregoing, there are no plans to include any clubhouse, pool or related recreational facilities or amenities in the Uplands Common Area, provided that the Declarant may, in its sole and absolute discretion, change its development plans to provide that any such amenities or other items or features be included as part of the Uplands Common Area. Neither the Declarant, any residential builder, nor any of their respective officers, directors, members, agents, or affiliates shall have any liability with respect to the construction, features or availability of any Uplands Common Area, except for any construction warranty liability expressly required under the Maryland Homeowners Association Act which shall be the sole responsibility of the Declarant or any successor of the Declarant that expressly assumes such Maryland Homeowners Association Act warranty liability pursuant to a written instrument that is recorded among the Land Records.

Section 3.7 Relationship to Community Association. This Declaration and the other Governing Documents are fully subject and subordinate to the Community Declaration and other governing documents of the Community Association.

ARTICLE 4

MEMBERSHIP AND VOTING RIGHTS

Section 4.1 Membership. Each Owner of a Residential Unit shall be member of the Uplands HOA. Membership in the Uplands HOA shall be appurtenant to and may not be separated from an Owner's ownership of a Residential Unit.

Section 4.2 Parties Excluded from Membership. The following shall not be members of the Uplands HOA:

(a) Any person or entity that holds an interest in all or any portion of a Residential Unit as security for the performance of an obligation shall not be a member of the Uplands HOA by virtue of such security interest.

(b) No resident of a Residential Unit that is not an Owner of a Residential Unit shall be a member of the Uplands HOA.

(c) No party allowed to use the Uplands Common Area pursuant to Section 3.4 above that is not an Owner of a Residential Unit within the Subject Property shall be a voting member of the Uplands HOA (or otherwise a member within its corporate structure), but shall only have such rights to use Uplands Common Area that are granted pursuant to Section 3.4.

Section 4.3 Voting Rights. The Owner of each Residential Unit shall be entitled to cast one (1) vote in matters of the Uplands HOA that are voted upon by the Owners, provided that no Owner of a Residential Unit other than the Declarant shall have more than ten (10) votes, regardless of the number of Residential Units owned by such Owner. The vote for each Residential Unit shall be exercised as the parties comprising the Owner of such Residential Unit may determine (i.e., if the Owner consists of more than one person or entity), but in no event shall more than one (1) vote be cast with respect to any Residential Unit. Any Owner of a

Residential Unit that leases its Residential Unit may, in the lease or other written instrument, assign the voting right appurtenant to that Residential Unit to the lessee, provided that a copy of such instrument is furnished to the Uplands HOA.

ARTICLE 5
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of Lien and Personal Obligation for Assessments. There are hereby created Assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article 5. By acceptance of a deed to any Residential Unit or other transfer of ownership, whether or not it shall be so expressed in such deed or other instrument of transfer, each Owner is deemed to covenant and agree to pay to the Uplands HOA: Annual Assessments, Special Assessments, capital contributions pursuant to Section 5.4, and all other Assessments as may be levied by the Uplands HOA in accordance with this Declaration. Each such Assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the Owner at the time when the Assessment became due. The Assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall also be a charge on the Residential Unit (including all improvements therein) and shall be a continuing lien upon the Residential Unit against which each such Assessment is made, provided the requirements of the Maryland Contract Lien Act, if applicable, have been fulfilled.

Section 5.2 Purpose of Assessments.

(a) Assessments levied by the Uplands HOA shall be used to promote the recreation, health and welfare of the residents in the Subject Property and may include charges for (i) the operation, improvement, maintenance, repair and replacement of the Uplands Common Area, (ii) taxes, assessments, and utility services for the Uplands Common Area, (iii) management fees and administration expenses, (iv) insurance, (v) water and sewer service to all or any portion of the Subject Property, including any Residential Condominium, (vi) costs incurred by the Uplands HOA in connection with the maintenance, repair or replacement of any portions of a Residential Unit or Residential Common Elements that the Uplands HOA elects or agrees to maintain, (vii) insurance maintained by the Uplands HOA, (viii) payment of any indebtedness by the Uplands HOA including, without limitation, to the Declarant or its affiliates, for any costs incurred by the Declarant or its affiliates, in connection with the funding of expenses and/or operating deficits of the Uplands HOA that the Declarant or its affiliates elect to fund in their sole discretion, (ix) water and sewer infrastructure assessments and other charges as contemplated by Section 5.15, (x) assessments of the Community Association that are applicable to the Subject Property including, but not limited to, assessments for any shuttle bus or other transportation services provided by or through the Community Association, and (xi) all other costs and expenses incurred by the Uplands HOA in the proper conduct of its activities, including, without limitation, reserves for replacements or contingencies or charges accruing under any cross-easement or cost-sharing agreement affecting the Subject Property. Assessments may also be used for the operation, maintenance, repair and replacement of any property or facilities serving or appurtenant to the Subject Property which the Uplands HOA is obligated or elects to maintain or with respect to which the Uplands HOA is obligated to make a

maintenance payment, whether or not such property or facilities are owned by the Uplands HOA or are located within the Subject Property.

(b) Assessments levied by the Uplands HOA may also be used for maintenance, repair and replacement (including the funding of reserves) of any and storm water management facilities within the Subject Property, including, without limitation, drainage pipes, infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any, whether or not such storm water management facilities are located within the Subject Property, as long as such storm water management facilities are designed to benefit or serve any portion of the Subject Property, or are required or intended to be maintained by the Uplands HOA pursuant to any easement, agreement or the direction of any governmental authority or agency. The Uplands HOA shall not refuse to accept the conveyance of any such facilities from the Declarant or its affiliates. Such storm water management facilities may also benefit property not within the jurisdiction of the Uplands HOA and the maintenance of such facilities may be set forth in a cross-easement or other agreement, in which event the Uplands HOA shall maintain the facilities pursuant to such agreement.

Section 5.3 Annual Assessments; Budgets.

(a) Until the first day of the fiscal year of the Uplands HOA immediately following the first conveyance of a Residential Unit to a residential homeowner, Assessments shall be imposed in amounts established by the Declarant in its sole discretion. Thereafter, the Board of Directors shall from time to time set the Assessments in amounts sufficient to meet the Common Expenses of the Uplands HOA. Without limiting the generality of the foregoing, the Uplands HOA shall levy and collect Assessments in sufficient amounts to (i) maintain the Uplands Common Area, and any other property that the Uplands HOA is obligated or elects to maintain, in accordance with sound property management standards, and (ii) establish necessary reserves for the future repair and replacement of any capital improvements within the Uplands Common Area and any other property that the Uplands HOA is obligated or elects to maintain. The Board of Directors shall determine the amount of Assessments before the beginning of each fiscal year in connection with the preparation of the Uplands HOA's annual budget, and may do so at more frequent intervals should circumstances so require. Installments of Annual Assessments may be levied and collected on a monthly, quarterly, semi-annual or annual basis and the Board may determine, at its discretion, to round each Owner's allocable share of Common Expenses to the nearest half dollar or whole dollar amount. Installments of any Annual Assessment levied by the Uplands HOA made be prepaid without premium or penalty.

(b) The Board of Directors shall cause to be prepared and submitted to the Owners and each Residential Condominium Association the proposed annual budget for the Uplands HOA at least thirty (30) days prior to the budget's adoption or as otherwise required under Section 11B-112.2 of the Maryland Homeowners Association Act or any successor statute. The proposed budget and notice of the Board meeting at which the budget will be considered for adoption may be sent by electronic transmission, by posting on the Uplands HOA's home page website, by including the budget and meeting notice in the Uplands HOA's newsletter, or by such other means as may be permitted under applicable law. The budget shall include the estimated costs of operating the Uplands HOA during the coming fiscal year and any reserve fund in

accordance with a reserve fund budget separately prepared by the Board of Directors pursuant to Section 5.14 below, and shall provide information on expenditures of the Uplands HOA as required under Section 11B-112.2 of the Maryland Homeowners Association Act or any successor statute. The budget and amendments thereto shall be approved by a majority vote of the Board of Directors at an open meeting of the Board and amendments to a previously adopted current fiscal year budgeted expenditure shall be approved by the Board subject to the requirements of Section 11B-112.2(e) of the Maryland Homeowners Association Act or any successor statute. Any budget, or amendment thereto, shall require approval by the Declarant during the Declarant Control Period.

(c) Upon approval of any budget or amendment thereto, the Board of Directors shall thereafter send to each Owner and Residential Condominium Association a copy of the approved budget or budget amendment which sets forth the amount of Common Expenses payable by each Owner. Copies of any budget or amendment thereto may be provided to Owners and Residential Condominium Associations by electronic transmission in accordance with and subject to the procedures and requirements of applicable law. The budget shall constitute the basis for determining each Owner's contribution for Common Expenses. The failure or delay of the Board of Directors to prepare or adopt an annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay its allocable share of Common Expenses whenever the same shall be determined. In the absence of any annual budget, each Owner shall continue to pay its allocable share of Common Expenses at the then existing rate established for the previous fiscal period until the new payment is established. All budget figures and other information set forth in any proposed annual budget prepared by the management agent, including, without limitation, estimated Common Expenses, income and Assessments, and the reserve analysis and projected life expectancy of reserve items, are based on estimates made by the management agent, and shall not be deemed to be part of any contract, or to constitute the basis of the bargain, between the Declarant and any Residential Unit purchaser, nor shall such budget figures or other information be deemed any representation or warranty whatsoever, whether express or implied, regarding the level of Assessments or any other matter and neither the Board of Directors or the Declarant have authorized any other party to make any such representation or warranty, and such other parties have no legal authority to make any such representation or warranty. All budget figures are estimates and neither the management agent, the Declarant or the Board of Directors can be certain that sufficient funds have been budgeted to cover all Common Expenses that may be incurred. Because actual expenditures may differ from estimated expenditures, due to possible changes in the future expenses of the Uplands HOA and other variable factors, such estimates are not intended nor shall they be considered as guarantees of any kind whatsoever.

(d) Subject to the foregoing provisions of this Section 5.3, all budgets approved by the Board shall become effective unless a special meeting of the Uplands HOA is duly held and at such special meeting the budget is disapproved by a vote of Owners, in person or by proxy, entitled to cast not less than sixty-seven percent (67%) of the total votes of all Owners. Notwithstanding the foregoing, if the Owners disapprove the budget or the Board of Directors fails for any reason to determine the budget for any fiscal year of the Uplands HOA, then and until such time as a budget shall have been determined as provided in this Declaration, the budget in effect for the immediately preceding fiscal year shall continue for the succeeding fiscal year.

Section 5.4 Initial Capital Contributions. An initial working capital contribution shall be payable for each Residential Unit in an amount equal to three (3) months' of Assessments that are applicable to the Residential Unit at the time such initial working capital contribution is payable. Such initial working capital contribution shall be payable by the first non-builder Owner to take title to each constructed Residential Unit at the time of closing with such Owner. Such initial working capital contributions are established to assist with funding the initial operation of the Uplands HOA and may be used for such other purposes as may be determined by the Board of Directors. The Board may from time to time, in its discretion, establish a resale capital contribution, in such amounts as may be determined by the Board from time to time, that would be payable by subsequent purchasing Owners upon the resale of a Residential Unit. Any such resale capital contributions may be used for such purposes as may be determined by the Board of Directors. Initial working capital contributions and any resale capital contributions shall be in addition to other Assessments, shall not be considered an advance payment of Assessments, and are not refundable.

Section 5.5 Builder Contributions. The Declarant may from time to time, in its sole discretion, establish a contribution to the Uplands HOA to be paid by some or all builders that construct Residential Units on the Subject Property (a "**Residential Builder Contribution**"). Any Residential Builder Contribution shall be payable for a Residential Unit upon the builder's acquisition of title to the land upon which the Residential Unit is to be constructed, unless otherwise agreed to by the Declarant. A Residential Builder Contribution is in addition to working capital contributions payable under Section 5.4, and any Assessments payable by a builder as provided in this Section. The Residential Builder Contribution shall not be considered an advance payment of any other Assessments that may be payable by a builder, and the Residential Builder Contribution is not refundable. In addition to the Residential Builder Contribution, a builder shall pay full Assessments applicable to each Residential Unit owned by such builder commencing on the date the Residential Unit is first occupied for residential purposes. The Declarant may, in Declarant's sole discretion, exempt from the payment of Assessments any Residential Unit owned by a builder that is used as a model home or sales office. Declarant may grant such exemption for all or a portion of the time that the Residential Unit is used as a model home or sales office.

Section 5.6 Special Assessments.

(a) In addition to the Annual Assessments authorized by this Article, the Board of Directors may levy in any fiscal year a Special Assessment or Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or extraordinary repair or maintenance of capital improvements located upon or forming a part of the Uplands Common Area or other portions of the Subject Property or the Development that the Uplands HOA is obligated or elects to maintain, including any fixtures or personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate in its reasonable discretion, including, without limitation, extraordinary nonrecurring expenses caused by storms or other weather conditions.

(b) The Uplands HOA may also levy a Special Assessment against any Residential Condominium Association or any Owner to reimburse the Uplands HOA for costs incurred in bringing the Residential Condominium Association and its Residential

Condominium, or an Owner or its Residential Unit, into compliance with the Governing Documents. Such Special Assessment may only be levied upon the affirmative vote of the Board of Directors, after notice and an opportunity for a hearing has been provided to the Residential Condominium Association or Owner, as applicable.

(c) Unless otherwise expressly agreed to by the Declarant in writing, any special assessment imposed pursuant to this Section 5.6 shall be approved by the Declarant during the Declarant Control Period.

Section 5.7 Assessment Rates. The Board of Directors shall establish Annual Assessments based on Common Expenses, as determined by the Board of Directors in its sole discretion. The Board may from time to time establish different levels and/or categories of Assessments including, but not limited to, general levels of Assessments that are payable by all Owners and supplemental levels of Assessments that are payable only by certain Owners that benefit from certain expense items, such as expenses for Limited Common Area, landscaping or other services performed by or on behalf of the Uplands HOA for some but not all Residential Units, water and sewer infrastructure assessments and other charges as contemplated by Section 5.15, or such other items as may from time to time be determined by the Board. Each Owner shall pay Assessments at the rate applicable to such Owner and its Residential Unit as determined from time to time by the Board of Directors in accordance with this Declaration.

Section 5.8 Declarant Exemption From Assessments. The Declarant shall not be obligated to pay any Assessments for any Residential Units owned by the Declarant nor any other charges or expenses of the Uplands HOA. In no event shall the Declarant have any obligation to fund any reserves or pay for any operating deficit or other deficits of the Uplands HOA. To the extent that the Declarant elects, in its sole discretion, to pay any Assessments, deficits, reserves or other charges or expenses of the Uplands HOA, no such payment shall be deemed a waiver of the Declarant's exemption from the payment of any other Assessments, deficits, reserves or other charges or expenses of the Uplands HOA.

Section 5.9 Uplands HOA Obligation to Reimburse the Declarant. Unless the Declarant determines otherwise in its sole discretion, the Uplands HOA shall be responsible for reimbursing in full the Declarant and/or the Declarant's affiliates for any costs advanced by the Declarant and/or the Declarant's affiliates for the operation of the Uplands Common Area and/or the funding of Uplands HOA expenses, operating deficits or other deficits of the Uplands HOA. Such reimbursements shall be included as part of the Assessments of the Uplands HOA payable by the Owners. The Declarant and the Declarant's affiliates, as applicable, shall have a lien and security interest in all real and personal property of the Uplands HOA to secure payment of such sums. The Uplands HOA shall promptly execute and deliver such notes, agreements and other instruments as may be requested by the Declarant to confirm the Uplands HOA's obligations under this Section. Nothing in this Section or otherwise shall be deemed to obligate the Declarant or any affiliate of the Declarant to fund any deficits or other expenses of the Uplands HOA, and any agreement of the Declarant or any affiliate of the Declarant to do so shall be in its sole discretion.

Section 5.10 Commencement of Annual Assessments; Due Dates; Certificate of Payment. Except as otherwise provided in this Declaration, the Annual Assessments provided

for in this Declaration shall commence as to each Residential Unit on the date that such completed Residential Unit is initially conveyed by its builder or developer to another Owner. The first Annual Assessment for a Residential Unit shall be pro-rated as of the date of closing on the Residential Unit. Upon adoption of a new fiscal year budget as provided in Section 5.3, written notice of the new Annual Assessment shall be sent to every Owner and Residential Condominium Association. The due dates shall be established by the Board of Directors. The Uplands HOA shall, upon request and for a reasonable charge, furnish to an Owner or other interested party a certificate signed by an officer of the Uplands HOA setting forth whether the Assessments for any specified Residential Condominium Association and/or Residential Unit have been paid. A duly executed certificate of the Uplands HOA setting forth the status of Assessments on a Residential Unit shall be binding on the Uplands HOA as of the date of its issuance.

Section 5.11 Payment of Assessments by Residential Condominium Associations. Notwithstanding any provision of this Declaration and unless determined otherwise by the Board of Directors for the Uplands HOA, all Assessments payable by Owners of Residential Units that are units within a Residential Condominium shall be collected by the Residential Condominium Association for such Residential Units and remitted to the Uplands HOA, rather than billed to and paid directly by the Owners of such Residential Units. In such case, payment of such Assessments may be enforced jointly and severally by the Uplands HOA against the Residential Condominium Association and the Owner of each Residential Unit in such Residential Condominium and the obligation for the payment of Assessments with respect to each Residential Unit shall be a lien against such Residential Unit as otherwise provided in this Declaration. If a Residential Condominium Association is delinquent in the payment of Assessments, an Owner shall be entitled to obtain from the Uplands HOA a recordable release of an Assessment lien against its Residential Unit if such Owner directly pays to the Uplands HOA a proportionate share of the total outstanding Assessments due and owing by its Residential Condominium Association with respect to its Residential Unit. Such direct payment of a proportionate share of Assessments due from the Residential Condominium Association shall be without prejudice to the right of such Owner to obtain reimbursement of such payment from its Residential Condominium Association to the extent such Owner has also paid such proportionate share of Assessments through its payment of condominium assessments to the Residential Condominium Association. This Section shall not be deemed to limit or waive, and shall be without prejudice to, any rights, remedies, or recourses available to the Uplands HOA for non-payment of Assessments.

Section 5.12 Effect of Non-Payment of Assessments; Remedies of the Uplands HOA. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the rate of twelve percent (12%) per annum or such other rate determined by the Board of Directors, subject to any applicable maximum rate of interest permitted under the laws of the State of Maryland. The Uplands HOA may also charge a late fee pursuant to Section 11B-112.1 of the Maryland Homeowners Association Act, or otherwise in an amount not to exceed any limit established under applicable law, against any Owner or Residential Condominium Association that is more than fifteen (15) days delinquent in the payment of any Assessment. Additionally, the entire balance of the unpaid Assessment for the remainder of the fiscal year may be accelerated at the option of the Board of Directors and be declared due, payable and collectible in the same manner as the delinquent portion of such

Assessment. The Uplands HOA may bring an action at law against the Owner and/or Residential Condominium Association personally obligated to pay the same and/or foreclose the lien against the Residential Unit (and all improvements therein) provided the provisions of the Maryland Contract Lien Act, if applicable, are substantially fulfilled. No Owner may waive or otherwise escape liability for payment of Assessments by non-use of the Uplands Common Area or abandonment of a Residential Unit. An Owner or Residential Condominium Association shall also be obligated to pay all attorneys' fees, court costs and administrative costs incurred in connection with the collection of delinquent Assessments or other charges due by such party under this Declaration. This Section shall not be deemed to limit or waive, and shall be without prejudice to, any and all rights, remedies, or recourses as may be available to the Uplands HOA for non-payment of Assessments.

Section 5.13 Subordination of Lien to First Mortgages. The lien of the Assessments provided for in this Declaration shall be subordinate to the lien of any First Mortgage, subject to applicable law. The sale or transfer of any Residential Unit shall not affect the Assessment lien. However, the sale or transfer of any Residential Unit pursuant to a First Mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, except as provided by applicable law and except for liens or claims for a pro-rata share of such Assessments resulting from a pro-rata reallocation of such Assessments to all Residential Units, including the mortgaged Residential Unit. No sale or transfer shall relieve the Owner of such Residential Unit from liability for its share of Assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any First Mortgage on any Residential Unit (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder of the First Mortgage (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 5.14 Reserve Fund Budget and Contribution.

(a) The Board of Directors shall annually prepare a reserve fund budget which shall take into account the number and nature of the replaceable assets of the Uplands HOA, the expected life of each asset, and the expected repair or replacement cost of each asset. The reserve fund budget shall establish a reserve for the substantial periodic repair and replacement of the Uplands Common Area and any other improvements which the Uplands HOA maintains or for which it is required to make a maintenance payment, including, without limitation, reserves for the routine inspection, maintenance and long term repair of any storm water management facilities serving the Subject Property and maintained by the Uplands HOA. The Board of Directors shall include in the Common Expense budget of the Uplands HOA such reserves that the Board of Directors shall deem appropriate and such amounts shall be included as part of the Annual Assessments, if applicable during any particular fiscal year. Reserves may also be maintained for operating contingencies and insurance deductibles. The Board may, in its discretion, determine to curtail or delay reserve contributions until a sufficient number of Residential Units have been constructed and are contributing to Assessments or for such reasons that the Board may determine. A copy of any reserve fund budget shall be distributed to each Owner in the same manner as the operating budget.

(b) The proportional interest of any Owner in any reserve fund established under this Article 5 shall be considered appurtenant to such Owner's Residential Unit and shall not be separately withdrawn, assigned, transferred or otherwise separated from the Residential Unit.

Section 5.15 Payment of Water and Sewer Infrastructure Assessments and Other Charges by the Uplands HOA. At the discretion of the Board of Directors from time to time, the Uplands HOA may agree to collect and remit to the appropriate payee any water and sewer front foot benefit utility assessments or other charges that are required to be collected by a Residential Condominium Association for its respective Residential Units or that are otherwise payable for Residential Units.

ARTICLE 6

RULES AND REGULATIONS

Section 6.1 Authorization and Compliance. There shall be no violation of any rules or regulations for the use of the Uplands Common Area or other rules and regulations for the Subject Property that are not inconsistent with the provisions of this Declaration, including, without limitation, such rules and regulations that from time to time may be adopted by the Board of Directors and provided to the Owners. The Board of Directors is hereby and elsewhere in this Declaration and the Bylaws authorized to adopt such rules and regulations.

Section 6.2 Declarant Approval. During the Declarant Control Period, no rules or regulations of the Uplands HOA shall be binding upon Declarant or its designees without the express written consent of the Declarant.

ARTICLE 7

DECLARATION OF EASEMENTS AND RIGHTS

Section 7.1 Declaration of Easements and Rights. The following easements and rights are hereby declared or reserved:

(a) For the duration of the Declarant Control Period, the Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Subject Property.

(b) There is hereby reserved unto the Declarant and to such other parties as the Declarant may specifically, and in writing, assign such rights, for the benefit of the Development, blanket easements upon, across and under the Subject Property for (i) vehicular and pedestrian ingress and egress, (ii) curb cuts, slope, or grading easements, (iii) the placement of signs, including, without limitation, signs relating to the Development and signs used for sales and marketing purposes, (iv) the right to erect entry features, promotional and sales displays and other similar items within the Subject Property provided they do not unreasonably and materially interfere with the use, operation and enjoyment of Residential Units within the Subject Property, (v) the installation, operation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, storm water detention and/or siltation, gas, cable television, telephones, telecommunications, broadband, Internet, communications services, and electricity, and further including the right to connect to and use any such utilities which may

exist or be located upon the Subject Property from time to time, and (vi) such other purposes reasonably related to the development activities of the Declarant. By virtue of the utility easement set forth in this subsection, it shall be expressly permissible to install and maintain the necessary pipes, lines and other equipment within the Subject Property, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Subject Property, including any improvements constructed thereon, and to have construction vehicles, equipment and the like exercise a right of ingress and egress within the Subject Property. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Subject Property in furtherance of the blanket easements created by this subsection. Further, without limiting the generality of the foregoing, the Declarant reserves the right to unilaterally execute and record such additional easements and agreements as may be necessary to give effect to the foregoing easements and other rights and such additional easements and other agreements need not be consented to or joined in by any Owner or other party having an interest in the Subject Property. However, if requested by the Declarant, any Owner or other party having an interest in the Subject Property shall promptly join in and execute such confirmatory easements and other agreements.

(c) There is hereby reserved unto the Declarant and to such other parties as the Declarant may specifically, and in writing, assign such rights, for the benefit of the Development, and for the benefit of the Declarant and its employees, agents, and designees, a non-exclusive perpetual blanket easement upon, across and under the Subject Property (provided such easement does not encroach upon any building within the Subject Property or unreasonably interfere with the use and enjoyment of the Subject Property) for the following purposes: (i) ingress and egress to and from any and all portions of the Development by trucks, construction equipment, construction personnel and the like; (ii) to construct, install, reconstruct, alter, modify, remove and replace streets, roads, driveways, lanes, sidewalks and parking spaces within the Subject Property; (iii) to excavate, fill and coordinate the height, grade, slope and contour of the Subject Property and to add and remove soil from the Subject Property; and (iv) for the conduct of all other development, construction, renovation, marketing, sales, leasing and related activities as may be deemed necessary or desirable by the Declarant or to comply with requirements imposed by Prince George's County, Maryland, or any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Development, and/or to comply with applicable laws or regulations.

(d) The Subject Property is hereby subject to a non-exclusive, perpetual easement and right of passage, for the benefit of the Owners, residents and invitees of the Subject Property, for ordinary and reasonable vehicular and pedestrian passage, ingress and egress over, across and upon any roadway, sidewalk or walkway constructed within the Subject Property (regardless of whether located within the Uplands Common Area or other portions of the Subject Property) that may reasonably be deemed to have been constructed or intended for common vehicular and pedestrian use.

(e) An easement is hereby reserved to Declarant to enter the Uplands Common Area during the period of development and Residential Unit sales on the Subject Property and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the development of the

Subject Property, including, without limitation, a business office, sales/leasing office, storage area, construction yards, signs, displays and model units.

(f) An easement is hereby reserved to Declarant to enter any portion of the Subject Property for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Subject Property or the improvements thereon or to fulfill the requirements of the Development Plans. There is further reserved unto the Declarant and its employees, agents, and designees a non-exclusive easement over, across and through all of the Uplands Common Area for the purpose of access, the storage of building supplies and materials and equipment and, without any limitation, for any and all purposes reasonably related to the completion of the development, construction, rehabilitation and repair of the Subject Property.

(g) For the duration of the Declarant Control Period, the Declarant reserves a blanket easement and right of passage and access on, over and under the Subject Property to establish, maintain, change and correct drainage of surface water. Notwithstanding any provision of this Declaration to the contrary, the Declarant shall have no obligation whatsoever to perform any work or to take any action regarding drainage of surface water within the Subject Property. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action as may be reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

(h) There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity including, without limitation, all public authorities and utility companies, over any part of the Subject Property in furtherance of the general easements created by this Declaration.

(i) The rights and duties of the Uplands HOA, the Residential Condominium Associations, and the Owners with respect to all public and/or private utilities serving and/or benefiting all or any portion of the Subject Property, including, without limitation, water, sewer, gas, electricity, cable television, telephones and telecommunications services, storm water management facilities including, but not limited to, storm drains, down spouts, and yard drains, and all pipes, wires, cables, conduits, transmission lines and other related facilities and equipment installed by the Declarant or in locations otherwise approved by the Declarant (collectively, the "Utilities") shall be governed by the following:

(i) The Subject Property is hereby subject to a non-exclusive perpetual easement and right of passage upon, across and under the Subject Property, for the benefit of the Uplands HOA, each Residential Condominium Association, and the Owners for the installation, maintenance, repair, replacement, inspection, operation and use of all Utilities. The Uplands HOA, each Residential Condominium Association, and the Owners shall have the right, and they are hereby granted an easement and right of passage to the extent necessary, to enter upon or have a utility company enter upon any portion of the Subject Property in which the Utilities lie to inspect, repair, replace and generally maintain such Utilities.

(ii) The right granted in subsection (i) above shall be only to the extent necessary to entitle parties serviced by the Utilities to their full and reasonable use and enjoyment, and provided further that anyone exercising such right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(iii) The Subject Property is hereby subject to a non-exclusive perpetual easement and right of passage upon, across and under the Subject Property for the drainage and discharge of water from any pipe, storm drain, down spout or other item situated within the Subject Property installed by the Declarant or in locations otherwise approved by the Declarant, and no Owner or Residential Condominium Association shall cause or permit any alteration or obstruction to such drainage or flow of water to the detriment of any portion of the Subject Property.

(iv) A mutual right and easement for utility services is hereby established for the benefit of all Owners such that no Owner shall take any action which would in any way interfere with utility services being provided to other Owners within the Subject Property. If a Residential Unit contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Owners within the Subject Property or other portions of the Development, then the Owner of such Residential Unit shall promptly, at such Owner's expense, repair any damage to such utilities caused by the Owner, or such Owner's tenants, lessees, agents, guests, invitees, licensees or family members.

(v) The Uplands HOA and any other party responsible for such maintenance are hereby granted non-exclusive easements and rights of passage on, through, over, under and across the Subject Property to maintain, repair and replace any storm water management area or facilities situated within the Subject Property for which such party may have the responsibility to maintain, including, without limitation, drainage pipes, infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any.

(j) The Uplands HOA shall have an easement to enter any portion of the Subject Property for the performance of its duties or exercise of its rights under this Declaration, including, without limitation, all easements reasonably necessary across, on, over and within the Subject Property in order for the Uplands HOA to perform its maintenance obligations.

(k) The Uplands HOA is hereby granted a non-exclusive easement and right of passage on, through, over, under and across any Residential Unit and Residential Common Elements to perform such functions and operations as the Board of Directors may be authorized or empowered to carry out pursuant to this Declaration, Residential Condominium Governing Documents, and/or by agreement between the Uplands HOA and a Residential Condominium Association or Owner, including, without limitation, any maintenance responsibilities as may now or hereafter be assumed by the Board of Directors with respect to such Residential Unit or Residential Common Elements. However, this easement shall not authorize or empower the Board of Directors to assume any maintenance responsibilities with respect to the interior of any Residential Unit. The Uplands HOA shall have all rights and privileges as may be reasonably necessary to the exercise of the foregoing easement. The Uplands HOA shall take reasonable steps to minimize any damage to any Residential Unit or Residential Common Elements as a

result of the exercise of such easement and the Uplands HOA shall restore as nearly as possible any Residential Unit or Residential Common Elements to their original condition if there is any damage thereto as a result of the exercise of such easement.

Section 7.2 Uplands HOA Easements. The Board of Directors shall have the right to grant easements, rights-of-way, licenses and similar interests over any part of the Uplands Common Area for any lawful purpose which the Board determines, in its sole discretion, to be in the best interests of the Uplands HOA. Any such easements, rights-of-way, licenses and similar interests shall require the written consent of the Declarant during the Declarant Control Period.

Section 7.3 Conservation Easements and Other Restrictions. The Uplands HOA shall be responsible for monitoring compliance with the requirements of any conservation easements and any other restrictions imposed on the Uplands Common Area by the County or other governmental authorities, and for periodically reminding the Owners of these restrictions. The Uplands HOA may exercise all of its rights and remedies available under the Governing Documents for violations of the Uplands HOA's covenants with respect to any Owner that violates the conservation requirements and other restrictions of the County or other governmental authority.

Section 7.4 Exercise of Easement Rights. Unless expressly provided otherwise, all easements created and granted under this Declaration shall be perpetual. All such easements shall be exercised in a reasonable manner, shall be subject to all applicable laws and regulations, and shall be located consistent with all applicable site plans for the Subject Property approved by the County. All easements and other rights reserved to the Declarant or the HOA may be exercised by the respective employees, agents and designees of the Declarant or the HOA, as applicable. Any parties exercising any of such easements shall restore any disturbed property to substantially the condition existing prior to the exercise of such easement. Except for existing items or as otherwise provided for in this Declaration, no easement shall be located under the footprint of a building, or upon the proposed footprint of a building as shown on an approved site plan without the prior written consent of the owner of such building, which consent shall not be unreasonably withheld. No easement shall be established or utilized in a manner that causes an unreasonable interruption of an existing use or which has a material adverse impact upon any Owner or lessee for an unreasonable length of time.

Section 7.5 Cooperation. With respect to the Declarant's reserved rights to grant easements or enter into agreements pursuant to this Article 7, the Declarant may unilaterally execute and record such additional easements and agreements in accordance with such reserved rights without the consent or joinder of any Owner or other party having an interest in the Subject Property, provided, however, that if requested by the Declarant, any Owner or other party having an interest in the Subject Property shall promptly join in and execute such easements and other agreements.

Section 7.6 Reserved Rights of Declarant. For the duration of the Declarant Control Period, the Declarant reserves the right to modify or alter the size, number, type, features, and location of the Uplands Common Area and any other improvements in the Subject Property as the Declarant deems necessary or desirable in conjunction with the development of the Subject Property but subject to the Development Plans. Without limiting the generality of the foregoing,

the Declarant reserves the right to resubdivide all or a portion of the Subject Property, to modify lot and Land Unit lines within the Subject Property, to convey Uplands Common Area, to modify the site plans, to construct improvements (and not to construct improvements) on any Uplands Common Area, and to take whatever other action with respect to the Subject Property as the Declarant may deem necessary or desirable, subject to the Development Plans. If requested by the Declarant, the Uplands HOA shall promptly execute and deliver such deeds and other instruments as may be necessary or desired in connection with any resubdivision, lot line or Land Unit modification, changes to the Development Plans, or otherwise related to the development or use of the Subject Property.

ARTICLE 8
MAINTENANCE

Section 8.1 Uplands HOA Maintenance.

(a) The Uplands HOA shall operate, maintain, repair and replace the Uplands Common Area and keep such items in good order at all times. This obligation shall include, without limitation, (i) the maintenance, repair and, as necessary, replacement of any private roadways within the Uplands Common Area, (ii) the maintenance, repair and, as necessary, replacement of any sidewalks and walkways within the Uplands Common Area, (iii) the operation, maintenance, repair and, as necessary, replacement of any recreational facilities or areas comprising part of the Uplands Common Area, and (iv) the trimming, mowing, watering, and other maintenance of all landscaped areas comprising part of the Uplands Common Area so as to keep the same in good and attractive condition. Further, the Uplands HOA shall maintain, repair and replace (A) any rights-of-way, entry strips, signage, and entrance features or improvements that are situated within or appurtenant to and serve the Subject Property and that the Uplands HOA is otherwise obligated to maintain, including, without limitation, any landscaping and other flora and improvements situated thereon, (B) any portions of the Residential Units or Residential Common Elements that the Uplands HOA may maintain pursuant to Sections 8.2 and 8.3 below, and (C) any other real and personal property, facilities and equipment as the Uplands HOA is obligated or elects to maintain pursuant to this Declaration, or any lease, easement or agreement, or the direction of any governmental authority or agency. The expenses of all such operation, maintenance, repair and replacement shall be Common Expenses of the Uplands HOA, including, but not limited to, reserves for the maintenance, repair and replacement of any such property or improvements.

(b) Except to the extent the County performs maintenance of any storm water management ponds or other facilities located on the Subject Property, the Uplands HOA shall be responsible for the maintenance, repair and replacement of any storm water management area or facilities situated within the Uplands Common Area, including, without limitation, any drainage pipes, infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities. The Uplands HOA shall also be responsible for the maintenance, repair and replacement of any storm water management area or facilities that serve and/or benefit the Subject Property whether or not located within the Uplands Common Area if the Uplands HOA is responsible for doing so pursuant to any easement, agreement or the direction of any governmental authority or agency. Such responsibility may be in the form of contributing the Uplands HOA's share of the maintenance

costs of any storm water management area, facility or equipment pursuant to an easement or agreement, which maintenance costs shall be Common Expenses of the Uplands HOA. The Board of Directors may enter into any such easements or other agreements as the Board may deem necessary or desirable for purposes of allocating or sharing the costs associated with the maintenance of any storm water management areas, facilities or equipment that serve or benefit the Subject Property. The Uplands HOA shall not refuse to accept the conveyance of any such storm water management area, facilities or equipment from the Declarant.

Section 8.2 Exterior Maintenance of Residential Units and Residential Common Elements by the Uplands HOA. Either the Declarant or the Board of Directors, in their sole discretion, may elect for the Uplands HOA to assume maintenance responsibilities for the exteriors of any Residential Units or Residential Common Elements including, but not limited to, lawn and garden areas or other exterior areas and improvements of the Residential Units such as driveways, leadwalks, fences and siding. Lawn and garden area maintenance may include, without limitation, responsibility for mowing, fertilizing, trimming, pruning and/or otherwise maintaining all or any portion of the grass, shrubs, bushes, trees, and other planted materials, and any replacements thereof, as may be located within all or a portion of a Residential Unit or Residential Common Element. Any such maintenance by the Uplands HOA shall be with such frequency and in conformity with such standards as may established by the Board of Directors from time to time. In the event the Uplands HOA assumes such maintenance responsibilities, the costs relating to the same shall be assessed against the Owners or Residential Condominium Association that receive such maintenance services. If the Uplands HOA undertakes any such maintenance responsibilities, no Owner or Residential Condominium Association may opt out of or refuse such services unless and to the extent expressly permitted by the Board. Except to the extent the Uplands HOA assumes maintenance responsibilities for the lawn and garden areas or other exterior areas of the Residential Units or Residential Common Elements, each Owner or Residential Condominium Association, as applicable, shall be responsible for all such maintenance on and within its respective Residential Unit or Residential Common Elements.

Section 8.3 Agreements for the Uplands HOA to Maintain Residential Common Elements. A Residential Condominium Association may elect to assign or delegate any or all of its maintenance responsibilities regarding its Residential Common Elements to the Uplands HOA, subject to the written acceptance of any such assignment or delegation by the Board of Directors for the Uplands HOA and further subject to the rights of the Declarant and the Board to otherwise unilaterally elect to assume maintenance responsibilities pursuant to Section 8.2. Costs incurred by the Uplands HOA in connection with maintenance of Residential Common Elements shall be assessed by the Uplands HOA against the appropriate Residential Condominium Association, as such costs are determined from time to time by the Board of Directors.

Section 8.4 Additional Maintenance Responsibilities. In addition to those items addressed in this Declaration, the Uplands HOA may, in the discretion of the Board of Directors, provide other services and/or assume additional maintenance responsibilities with respect to all or any portion of the Subject Property. In such event, all costs of such services and/or maintenance shall be assessed only against those Owners receiving the additional services in such amounts as determined from time to time by the Board of Directors.

Section 8.5 Maintenance Requirements for Residential Units and Residential Common Elements. Except as otherwise specifically provided in this Declaration or other Governing Documents, (a) each Owner shall ensure that its Residential Unit and all improvements therein or thereon are maintained in a safe and sightly condition, in good order and repair and free of debris in a manner and with such frequency as is consistent with this Declaration, the Design Guidelines, any maintenance standards that may be determined from time to time by the Board, and all applicable laws and regulations; and (b) each Residential Condominium Association shall ensure that its Residential Common Elements and all improvements therein or thereon are maintained in a safe and sightly condition, in good order and repair and free of debris in a manner and with such frequency as is consistent with good property management standards, this Declaration, the Design Guidelines, such maintenance standards that may be determined from time to time by the Board, and all applicable laws and regulations.

ARTICLE 9

DESIGN REVIEW AND ARCHITECTURAL CONTROL

Section 9.1 Architectural Approval. In addition to all applicable architectural and design approvals that may be required by the Community Association and/or pursuant to the Community Declaration, and by any applicable Residential Condominium Association and/or pursuant to its Residential Condominium Governing Documents, complete plans and specifications as determined by the Review Entity for the Uplands HOA for various design and construction stages for the exteriors of all "Improvements" (defined below) shall be approved in writing in accordance with this Article 9 prior to the commencement of any development, construction or modification activities for such Improvements within the Subject Property. "**Improvements**" shall mean, collectively, the following items and activities within the Subject Property:

- (a) staking, clearing, landscaping, excavation, grading or other site work;
- (b) the exteriors of buildings, structures and other improvements of any kind;
- (c) exterior additions, changes or alterations of any nature to Residential Units or Residential Common Elements, buildings or other improvements including, without limitation, changes in color, changes or additions to driveway or walkway surfaces, decks, porches, lighting and landscaping modifications.

Section 9.2 Initial Construction. The initial construction of the Residential Units and other Improvements within the Subject Property shall not be commenced, erected or maintained until complete plans and specifications for such Improvements have been reviewed and approved by the Declarant, in writing and in its sole discretion, for compliance with any applicable design standards that may be promulgated by the Declarant with respect to such Improvements. Notwithstanding any provision of the Governing Documents to the contrary, the approval of the Declarant pursuant to this Section 9.2 shall be the only approval required under this Declaration or other Governing Documents with respect to the construction of initial Improvements; however, each Owner shall also be responsible for obtaining all other applicable approvals required by the Community Association, governmental authorities or otherwise. Nothing in this

Section 9.2 or otherwise in the Governing Documents shall be deemed to require that any initial Improvements approved by the Declarant conform to Design Guidelines or other matters that might otherwise be binding on Owners for any changes to initial Improvements.

Section 9.3 Changes and Modifications to Improvements. Except for initial Improvements which shall be approved by the Declarant in accordance with Section 9.2 above, no Owner, Residential Condominium Association or any other person or entity shall commence, erect or maintain any Improvements or changes or modification to Improvements within the Subject Property until complete plans and specifications for such Improvements have been approved, in writing, by the appropriate Review Entity in accordance with this Article 9.

Section 9.4 Review Entity. As used in this Declaration, the term "**Review Entity**" means one or more of the following entities having jurisdiction at any particular time with respect to the matters described in this Article 9:

(a) **The Declarant**, with respect to all architectural review and approval authority under this Article 9 for all Residential Units, Residential Common Elements, and Uplands Common Area, except to the extent any such rights and powers are assigned or terminated in accordance with Section 9.5. All rights and powers of the Declarant under this Article 9 may be exercised on behalf of the Declarant by such members, officers, directors, employees, agents, representatives, or other designees of the Declarant as the Declarant may designate from time to time.

(b) **The Design Review Committee**, but only upon the assignment of such rights and powers from the Declarant in accordance with Section 9.5. If a covenants committee or similar committee of the Uplands HOA is appointed by the Board, such committee may from time to time also be designated to serve as the Design Review Committee, and such designation may be made by the Declarant during the Declarant Control Period and by the Board of Directors after the Declarant Control Period. If a Design Review Committee is not appointed, the Board of Directors shall exercise all rights and powers that could be exercised by the Design Review Committee.

Section 9.5 The Declarant as a Review Entity. The Declarant shall be exclusively entitled to exercise all rights and powers of the Review Entity under this Declaration for all Residential Units, Residential Common Elements, and Uplands Common Area, except to the extent such rights and powers are expressly assigned in writing by the Declarant. The Declarant may assign all or part of its rights and powers under this Article 9 to the Design Review Committee. Notwithstanding the foregoing, upon the termination of the Declarant Control Period, all rights and powers reserved to the Declarant under this Article 9 not previously assigned to the Design Review Committee shall automatically terminate and shall be deemed assigned to, and thereafter exercised by, the Design Review Committee. Each Owner and Residential Condominium Association shall be deemed to covenant and agree that (i) neither initial construction of Improvements nor any exterior addition, change or other alteration to existing Improvements shall be commenced within the Owner's Residential Unit or Residential Common Elements, as applicable, until approval for such construction, addition, change or other alteration is approved in accordance with this Article 9, and (ii) the Declarant has a significant and substantial interest in ensuring that all Improvements are consistent with the plans for the

Development and that the Improvements do not have an adverse impact upon the development, marketing, sales, leasing and/or operation of any portion of the Development. Accordingly, in its exercise of the rights and powers of the Review Entity under this Declaration, the Declarant shall have the right to approve or disapprove any plans and specifications for Improvements in the Declarant's sole discretion, and all Owners acknowledge that in reviewing and acting upon any such plans and specifications, the Declarant shall be acting in its own interest and shall owe no duty whatsoever to any other individual or entity, including, without limitation, the Uplands HOA or any Owners or Residential Condominium Association.

Section 9.6 Design Review Committee as a Review Entity. The Design Review Committee shall exercise such rights and powers of the Review Entity as may from time to time be assigned to such Design Review Committee pursuant to Section 9.5 above. The Design Review Committee shall consist of an uneven number of members, at least three (3) in number, who shall serve at the pleasure of and may be removed and replaced at the discretion of the Declarant, during the Declarant Control Period, and by the Board of Directors thereafter. The members of the Design Review Committee need not be members of the Uplands HOA and may, but need not, include architects, engineers and similar design professionals. Any compensation for members of the Design Review Committee, including architects or other design professionals, shall be established from time to time by the Board of Directors.

Section 9.7 Revocation of Assigned Rights. Until termination of the Declarant Control Period, the Declarant may, in its sole discretion, revoke any prior assignment of all or part of the rights and powers under this Article 9 that the Declarant may have assigned to the Design Review Committee or other designee. Upon such time that the Declarant may revoke any previously assigned rights and powers under this Article 9, the Declarant shall automatically have the authority to exercise such rights and powers.

Section 9.8 Application Review.

(a) Except for the initial construction of Improvements which is governed by Section 9.2 above, no Improvement of any kind shall be commenced, erected or maintained upon the Subject Property by an Owner or a Residential Condominium Association until a design review application ("**Application**") is submitted to and approved by the Review Entity. The Application shall include detailed plans showing applicable items such as site layout, exterior elevations, exterior materials and colors, landscaping, drainage, lighting, irrigation, and other relevant features of the Improvements, as required by the Review Entity and any Design Guidelines applicable to the applicant's Improvements. The Review Entity may also require the submission of such additional information as it deems necessary to consider any Application. The Review Entity may consider, but shall not be restricted to consideration of, visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plant life, compliance with the general intent of applicable Design Guidelines and architectural merit. In many instances, decisions will be based solely on aesthetic considerations and each applicant acknowledges that determinations as to such matters may be highly subjective and opinions may vary as to the desirability and/or attractiveness of particular Improvements.

(b) The Review Entity shall, within sixty (60) calendar days after receipt of a complete Application, advise the applicant in writing of the approval or disapproval of the Application. If the Review Entity fails to advise the applicant by written notice within sixty (60) calendar days of receipt of a complete Application of either the approval or disapproval of the Application, the applicant shall give the Review Entity written notice of the Review Entity's failure to respond. The applicant's notice shall include a conspicuous statement in bold and underlined text that unless the Review Entity responds within fifteen (15) calendar days of receipt of such applicant's notice, approval of the Application shall be deemed granted. Upon such further failure of the Review Entity to grant an approval or disapproval, approval shall be deemed to have been given. Notwithstanding the foregoing, no approval, whether expressly granted or deemed granted pursuant to this Section 9.8, shall be materially inconsistent with any Design Guidelines applicable to the Improvements in question, unless a variance has been granted in writing in accordance with Section 9.14 below. Notices from an applicant to the Review Entity under this Section 9.8 shall be deemed to have been given at the time the envelope containing such notice, properly addressed and postage prepaid, is delivered by the U.S. Postal Service by registered or certified mail, return receipt requested, or by any other delivery or courier service, such as Federal Express or UPS, which can provide tracking information regarding the delivery of such notice. Personal verified delivery of such written notice by any other means shall also be sufficient and shall be deemed to have been given at the time of delivery.

Section 9.9 Preliminary Applications and Approvals. Notwithstanding any provisions of this Article 9 to the contrary, the Review Entity may review an Application containing preliminary drawings, schematics, specifications or other features or information that is less than what would otherwise be required in order to process a complete Application for proposed Improvements. The Review Entity may issue a preliminary approval with respect to such preliminary Application if the Review Entity determines that such a preliminary approval is appropriate. The purpose of such preliminary Applications is to allow an applicant to receive a determination from the Review Entity as to whether certain architectural or design concepts, features, or specifications are acceptable before such applicant proceeds with additional plans and engineering for the proposed Improvements. The Review Entity may impose such conditions on any preliminary Application or preliminary approval that the Review Entity deems necessary or appropriate. Unless otherwise expressly authorized by the Review Entity in writing, no Owner or other party shall commence construction or any other work on any proposed Improvements based upon a preliminary approval given pursuant to this Section; rather, approval of a complete Application in accordance with this Article 9 shall be required before commencement of construction or other work.

Section 9.10 Application Fees and Reimbursements. The Review Entity may (i) establish and charge reasonable fees for review of Applications hereunder; (ii) retain architects, engineers or other design professionals to assist in its review of any Application; and (iii) require reimbursement by the applicant of fees charged by any architect, engineers or other design professionals.

Section 9.11 Design Guidelines and Procedures.

(a) The Review Entity may, but shall not be required to, establish design guidelines to provide guidance to Owners, Residential Condominium Associations, builders and contractors regarding matters deemed to be of relevance or importance to the Review Entity in considering Applications for architectural approval and establishing details required for Improvements (as the same may be modified or amended from time to time, "**Design Guidelines**"). Subject to Section 9.2, any Design Guidelines shall not be the exclusive basis for decisions hereunder and compliance with the Design Guidelines shall not guarantee approval of an Application. Design Guidelines may contain general provisions applicable to all Residential Units and other Improvements, as well as specific provisions which vary from one Residential Unit or other Improvement to another, depending upon the location, type of construction or use, and unique characteristics of such Improvements. The Review Entity shall make copies of Design Guidelines available to Owners, Residential Condominium Associations, builders and contractors and may charge a reasonable fee to cover the costs of providing the Design Guidelines.

(b) Any Design Guidelines established pursuant to this Article 9 may be modified and amended from time to time in the sole discretion of the Review Entity subject to Section 9.11(d) below. Modifications and amendments to Design Guidelines shall not apply to or require modifications to or removal of Improvements previously approved once such Improvements have commenced. However, modifications or amendments to Design Guidelines may prohibit an exact replacement of a previously approved Improvement. Any subsequent removal or alteration of any previously approved Improvements shall be subject to the Design Guidelines in existence at the time of such subsequent removal or alteration. There shall be no limitation on the scope of modifications or amendments to any Design Guidelines. Copies of any modifications or amendments to Design Guidelines shall be provided to applicable Owners and Residential Condominium Associations.

(c) The Review Entity may from time to time adopt and promulgate procedures and requirements for the submission of Applications to the Review Entity, including, without limitation, requirements regarding the number of copies, the content, scale and detail of the plans and specifications to be included with such Applications, and the identification of any required supporting materials; provided, however, that such application procedures shall not contravene any specific requirement established by this Declaration. Any application procedures adopted pursuant to this Article 9 shall be subject to modification and amendment from time to time in the sole discretion of the Review Entity, subject to Section 9.11(d). Such application procedures shall not be construed as a waiver of the provisions of this Article 9 or any other provision or requirement of this Declaration.

(d) Notwithstanding any provision of this Declaration to the contrary, any Design Guidelines or application procedures promulgated by the Design Review Committee shall be (i) subject to the Declarant's prior approval during the Declarant Control Period, (ii) subject to the prior approval of the Community Association after the Declarant Control Period to ensure consistency and conformity with design standards of the Community Association, and (iii) subject to the prior approval of the Board after the Declarant Control Period provided that the Board is not otherwise acting as the Design Review Committee.

Section 9.12 Completion of Improvements. Construction of Improvements in accordance with the approved Application shall be completed within six (6) months following approval of the Application, or within such other period as the Review Entity may specify in its approval. If construction is not completed within the period aforesaid, the Review Entity shall have the option to withdraw its approval of the plans and specifications and require the applicant to re-submit an Application and otherwise comply with the requirements of this Article 9. There shall be no material deviations from plans and specifications approved by the Review Entity (as determined by the Review Entity in its sole discretion) without the prior consent in writing of the Review Entity.

Section 9.13 Non-Precedential Nature of Approvals. Each applicant acknowledges that the composition of the Review Entity will change from time to time and that decisions regarding aesthetic matters and interpretation and application of the Design Guidelines applicable to the applicant's Improvements may vary from time to time. In addition, each applicant acknowledges that it may not always be possible to identify objectionable features of proposed Improvements until the Improvements are completed, in which case it may be unreasonable to require changes to the Improvements previously approved; however, the Review Entity may refuse to approve similar Improvements in the future. Approval of Improvements for any particular applicant or Improvements shall not be deemed a waiver of the right to withhold approval as to any similar Improvements subsequently submitted for approval.

Section 9.14 Waivers and Variances. The Review Entity in its sole discretion may, but shall not be required to, authorize waivers or variances from compliance with any Design Guidelines or for nonconforming Improvements when circumstances such as topography, natural obstructions, aesthetic or environmental considerations, architectural merit, or other reasonable considerations warrant such a waiver or variance. Such waivers and variances shall be granted only if and when the Review Entity determines that some or all of the foregoing circumstances warrant a waiver or variance. No applicant shall have any right to demand or obtain a waiver or variance. Except for a waiver or variance authorized by the Declarant, no waiver or variance may (i) be effective unless in writing, (ii) be contrary to this Declaration, or (iii) be inconsistent with the goals or objectives of the Declarant. In no event shall any waiver or variance prohibit or estop the Review Entity from denying a waiver or variance in other circumstances.

Section 9.15 Limited Scope of Approval. The standards and procedures established by this Article 9 are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Subject Property and the Development. Approval of an Application by a Review Entity shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the item being reviewed. No Review Entity, nor any of its members, officers, directors, employees, agents, or representatives, shall bear any responsibility for ensuring structural integrity, soundness or compliance with building codes and other governmental approvals or requirements, or that any Improvements are located so as to avoid negative impacts on other Residential Units or surrounding properties including, without limitation, impaired views. No representation is made by any Review Entity with respect to the quality, size, value or design of future Improvements. Approval by any Review Entity shall not be construed as a representation or warranty of any type regarding the design or construction of any Improvement and no Review Entity, nor any of its members, officers, directors, employees, agents, or

representatives, shall be liable for (i) soil conditions, drainage or other site work problems, (ii) defects or errors in any plans or specifications submitted as part of an Application, (iii) any structural or other defects in Improvements constructed according to an approved Application, or (iv) any injury, damages, or loss arising out of the design, quality or manner of construction of any approved Improvements. Approvals by the Review Entity shall in no way be deemed to constitute a determination as to compliance with local zoning ordinances, governmental guidelines or restrictions, or be substituted in lieu of applicable governmental approvals and permits or approvals by the Community Association and no construction may commence until all such approvals and permits have been obtained.

Section 9.16 Enforcement.

(a) Any Improvements constructed in violation of this Article 9 or in a manner inconsistent with an approved Application shall be deemed to be nonconforming. Upon written request from the Review Entity, the defaulting Owner or Residential Condominium Association shall, at its own cost and expense, promptly either remove any nonconforming Improvement and restore the Improvement to substantially the same condition that existed prior to the installation of the nonconforming Improvement or bring the nonconforming Improvement into compliance with the approved Application, as applicable. If a defaulting party fails to remove any nonconforming Improvement or bring the nonconforming Improvement into compliance with the approved Application, as applicable, the Review Entity shall have the right to enforce this Article 9 in accordance with Sections 13.5, 13.6, and 13.7 of this Declaration including, without limitation, by removing the violation and restoring the Improvement to substantially the same condition as previously existed. The Review Entity may preclude any contractor, subcontractor, agent, employee or other invitee of any Owner who fails to comply with the terms and provisions of this Article 9 and the applicable Design Guidelines from continuing any further activities on the Improvements or any other portion of the Subject Property. Neither the Review Entity, nor any of its members, officers, directors, employees, agents, or representatives shall be held liable to any Owner, Residential Condominium Association, or any other person or entity for exercising the rights granted by this Article 9.

(b) During the Declarant Control Period, if a Design Review Committee fails to take enforcement action within thirty (30) calendar days after receipt of a written demand from the Declarant identifying the violator and/or specifying the nature of the violation, then the Declarant may undertake any appropriate enforcement action and the Uplands HOA shall reimburse the Declarant for all costs reasonably incurred by the Declarant in taking such enforcement action with respect to such violation, but only to the extent the Declarant prevails in such action.

Section 9.17 Certificate of Compliance. Upon satisfactory completion of Improvements in accordance with plans and specifications approved by the Review Entity in accordance with the provisions of this Article 9, the Review Entity shall, at the written request of the applicant, issue a certificate of compliance. A certificate of compliance shall be prima facie evidence that the Improvements referenced in such certificate have been approved by the Review Entity in full compliance with the provisions of this Article 9 and with such other provisions and requirements of the Governing Documents as may be applicable. The Review Entity may charge the applicant a reasonable administrative fee for issuing a certificate of compliance.

Section 9.18 Appeal of Design Review Committee Decisions. Any decisions made by a Design Review Committee may be appealed to the Board of Directors by the party whose Application or other request was the subject of the Design Review Committee's decision. Upon written request, such Owner shall be entitled to a hearing before the Board of Directors. A vote of at least two thirds (2/3) of all members of the Board of Directors shall be required to reverse or modify a decision of the Design Review Committee. Notwithstanding the foregoing, when acting as the Review Entity, the decisions of the Declarant and the Board of Directors shall be final and shall not be subject to appeal.

Section 9.19 Design Review and Architectural Control by the Community Association. The design review and architectural control provisions and procedures under this Article 9 are in addition to the design review and architectural control provisions and procedures of the Community Association and under the Community Declaration. In the event of any conflict between the provisions and procedures under this Article 9, the Design Guidelines or other Governing Documents of the Uplands HOA, and those of the Community Association or under the Community Declaration, the provisions and procedures of the Community Association and the Community Declaration shall supersede and control.

ARTICLE 10 **INSURANCE**

Section 10.1 Uplands HOA Coverage.

(a) The Board of Directors shall cause to be maintained a policy of property insurance covering the Uplands Common Area and any property required to be insured by the Uplands HOA pursuant to any easement, lease or other agreement (except land, foundation, excavation and other items normally excluded from coverage), including fixtures and building service equipment to the extent that they are a part of the Uplands Common Area of the Uplands HOA or such other property which the Uplands HOA may insure, as well as common personal property and supplies.

(b) The Uplands HOA's property insurance policy shall be so-called "special form", affording protection against loss or damage by fire and all other perils normally covered by "all risk" insurance, and shall name the Uplands HOA as a named insured. The insurance should cover one hundred percent (100%) of the current replacement cost (less a deductible determined by the Board) of the insured property, excluding foundations, excavations and other items that are usually excluded from such insurance coverage. Deductibles for coverage of the Uplands Common Area shall be in amounts determined from time to time by the Board of Directors and in accordance with applicable law.

(c) The property insurance policy must provide that the insurance carrier shall notify the Uplands HOA and each Mortgagee named in the Mortgagee clause in writing at least ten (10) days before it cancels or substantially changes the Uplands HOA's coverage. In addition, each Eligible Mortgagee shall receive timely written notice of any lapse, material modification or cancellation of any insurance policy covering the Uplands Common Area.

(d) All policies of property insurance must contain or have attached the standard Mortgagee clause commonly accepted by Institutional Mortgagees in the area in which the mortgaged premises are located. The following endorsements are also required: (i) a Construction Code Endorsement if the Uplands Common Area are subject to a construction code provision that would become operative and require changes to undamaged portions of any structures, even when only part of a structure is destroyed by an insured hazard or peril, and (ii) a Steam Boiler and Machinery Coverage Endorsement if any structure within the Uplands Common Area has central heating or cooling, which shall provide for coverage per accident per location to be at least equal to the lesser of Two Million Dollars (\$2,000,000) or the insurable value of the structure(s) housing the boiler or machinery.

(e) If the Uplands Common Area are located in a Special Flood Hazard Area designated as A, AE, AH, AO, A1-30, A-99, V, VE, or V1-30 on a Flood Insurance Rate Map, the Uplands HOA must maintain a "master" or "blanket" policy of flood insurance on the Uplands Common Area. The amount of flood insurance shall be at least equal to the lesser of one hundred percent (100%) of the insurable value of all structures and improvements situated in such Special Flood Hazard Area or the maximum coverage available under the applicable National Flood Insurance Administration program.

(f) The Board of Directors shall cause to be maintained commercial general liability insurance covering all of the Uplands Common Area and any other areas that are under the Uplands HOA's supervision. The policy shall provide coverage for bodily injury (including death) and property damage that results from the operation, maintenance or use of the Uplands Common Area. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Uplands HOA or other Owners. Liability coverage shall be at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000), annual aggregate, combined single limit, for bodily injury and property damage. Such limits may be increased by the Board of Directors from time to time as economic conditions warrant and to conform to limits then customarily maintained in similar projects. The liability policies must provide that the insurance carrier shall notify the Uplands HOA in writing at least ten (10) days before it cancels or substantially modifies the Uplands HOA's coverage

(g) The Board of Directors shall obtain an umbrella liability insurance policy in an amount not less than Five Million Dollars (\$5,000,000) per occurrence.

(h) The Board of Directors shall obtain fidelity insurance as required under Section 10.2 below and Directors and officers insurance as required under Section 10.3 below.

(i) The Board of Directors shall obtain workmen's compensation insurance for employees of the Uplands HOA to the extent necessary to comply with any applicable law.

(j) The Board of Directors may also obtain such other policies of insurance as it deems appropriate.

Section 10.2 Fidelity Coverage. The Uplands HOA shall maintain fidelity insurance (which may include a fidelity bond) as required by this Section 10.2 or as required by any

amendments to Section 11B-111.6 of the Maryland Homeowners Association Act or any successor statute.

(a) Fidelity insurance shall provide for the indemnification of the Uplands HOA against loss resulting from acts or omissions arising from fraud, dishonesty, or criminal acts by (i) any officer, Director, management agent, or other agent or employee charged with the operation or maintenance of the Uplands HOA who controls or disburses funds, and (ii) any management company employing a management agent or other employee charged with the operation or maintenance of the Uplands HOA who controls or disburses funds.

(b) The amount of the fidelity insurance shall equal at least the lesser of (i) three (3) months' worth of gross Annual Assessments and the total amount held in all investment accounts of the Uplands HOA at the time the fidelity insurance is issued, or (ii) Three Million Dollars (\$3,000,000).

(c) Fidelity insurance policies shall contain waivers by the insurers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions.

(d) A copy of the fidelity insurance policy or fidelity bond shall be included in the books and records kept and made available by or on behalf of the Uplands HOA pursuant to Section 11B-112 of the Maryland Homeowners Association Act.

Section 10.3 Directors and Officers Insurance.

(a) The Uplands HOA shall maintain liability insurance for Directors and officers of the Uplands HOA with coverages not less than those provided for in Section 10.3(b) below. The Board of Directors shall require that all officers, Directors and employees of the Uplands HOA regularly handling or otherwise responsible for the funds of the Uplands HOA shall be covered by adequate fidelity insurance or equivalent coverage against acts of dishonesty, with coverage as set forth in Section 10.2 above. The premiums on such Directors and officers and fidelity insurance shall be paid by the Uplands HOA.

(b) The Uplands HOA shall maintain insurance covering liability incurred as a result of the acts or omissions (sometimes called errors and omission insurance) of the Uplands HOA's Directors, officers and agents in providing services or performing duties on behalf of the Uplands HOA. Such insurance shall have minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, or such other amounts as may be determined from time to time by the Board of Directors in its reasonable discretion. Further, the deductible amount for such insurance coverage (i) shall not be greater than Ten Thousand Dollars (\$10,000) per occurrence, or (ii) if there is coinsurance, a rate of coinsurance not greater than twenty percent (20%). Notwithstanding the foregoing, in no event shall liability coverage for Directors, officers and agents of the Uplands HOA be less than the coverage required under Section 5-406 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland or any successor statute.

(c) To the extent reasonably available, Directors and officers liability insurance shall include a "Legal Expense Indemnity Endorsement", or its equivalent, affording

protection for Directors and officers of the Uplands HOA for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such Director or officer shall have been made a party by reason of his or her services as such.

Section 10.4 Limitations and Requirements. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All insurance policies shall be written or reinsured with a company or companies licensed to do business in the State of Maryland which has a current rating by the Best's Key Rating Guide of A- or better (or its equivalent).

(b) At the Declarant's option, any insurance coverage for the Uplands HOA may be provided under a blanket policy of the Declarant or its affiliates.

(c) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors, or its authorized representative.

(d) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the Residential Units or their Mortgagees and any "no other insurance" or similar clause in any policy obtained by the Uplands HOA pursuant to the requirements of this Article shall exclude such policies from consideration.

(e) All policies shall provide that such policies may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to any and all insureds named thereon.

(f) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Uplands HOA, the Board of Directors, the officers of the Uplands HOA, the Owners, the Community Association, each Residential Condominium Association, Peterson Management LC, the Declarant, and their respective agents, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

(g) Insurance policies obtained by or on behalf of the Uplands HOA shall name the Uplands HOA as an insured and, to the extent reasonably feasible, shall name the following as additional insureds: the Community Association, each Residential Condominium Association, Peterson Management LC, and the Declarant.

Section 10.5 Adjustments to Insurance Coverage. Notwithstanding any provision of this Article 10 or other provisions of this Declaration or other Governing Documents, the insurance requirements and provisions of this Article 10 or otherwise in the Governing Documents may be changed or modified from time to time by the Board of Directors in consultation with insurance professionals to reflect changes in insurance terminology, changes in customary insurance coverage for similar properties, because certain requirements or coverages are not feasible, obtainable, or are prohibitively expensive, or such other reasons as may be determined by the Board of Directors to be in the best interests of the Uplands HOA.

Section 10.6 Repair and Reconstruction of Uplands Common Area After Fire or Other Casualty. In the event of damage to or destruction of any portion of the Uplands Common Area covered by insurance payable to the Uplands HOA as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration thereof, and shall have the right and obligation to disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration, as appropriate. Promptly after a casualty causing damage or destruction of any portion of the Uplands Common Area for which the Uplands HOA has the responsibility of maintenance, repair, and/or replacement, the Board of Directors shall obtain reliable and detailed estimates of the cost to restore the damaged portions of the Uplands Common Area to as good a condition as existed prior to the casualty. Such costs may include, without limitation, professional fees and premiums for such bonds as the Board of Directors may desire.

ARTICLE 11 **MANAGEMENT**

Section 11.1 Management Agent. The Board of Directors may employ for the Uplands HOA a professional management agent or manager at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing, including, but not limited to, the following:

- (a) to establish and provide for the collection of the Assessments provided for in this Declaration, with the approval of the Board of Directors, and to provide for the enforcement of liens for Assessments in a manner consistent with the law and the provisions of this Declaration; and
- (b) to provide for the care, upkeep, and maintenance of the Uplands Common Area; and
- (c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Uplands Common Area; and
- (d) to promulgate (with the approval of the Board of Directors) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the Uplands Common Area; and
- (e) to provide such other services (including legal and accounting services) for the Uplands HOA as may be consistent with law and the provisions of this Declaration.

Section 11.2 Duration of Management Agreement.

(a) Any management agreement entered into by the Uplands HOA shall provide, among other things, that such agreement may be terminated for cause by either party upon thirty (30) days written notice to the other party. The term of any such management agreement shall not exceed one (1) year. However, the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1)-year periods.

(b) Any Management Agreement entered into while the Declarant is in control of the Uplands HOA must be terminable, without cause, any time after transfer of control on not more than thirty (30) notice or such other notice period as may be provided for under the Maryland Homeowners Association Act, and no charge or penalty may be associated with such termination.

ARTICLE 12

DISPUTE RESOLUTION

Section 12.1 Claim Notice; Inspection. Every claim against the Declarant (including any of the Declarant's employees, agents or contractors) by the Uplands HOA or any Owner(s) (each of the foregoing a "**Claimant**") regarding the design, construction, or warranty of the Uplands Common Area that is not otherwise resolved by informal means shall be resolved pursuant to the requirements of this Article 12.

(a) The Claimant shall mail or otherwise deliver written notice to the Declarant specifying the defect or defects that are the subject of its claim, including specific identification of all portions of the Uplands Common Area that have manifested damage or otherwise indicate existence of a defect (the "**Claim Notice**").

(b) The Declarant may make a written request to the Claimant to inspect the property identified in the Claim Notice (the "**Inspection Request**"). Within ten (10) days after receipt of the Inspection Request, the Uplands HOA shall make available for inspection the property identified in the Claim Notice during normal working hours or other mutually agreed upon times. If the Claimant has engaged the services of a professional to prepare the contents of the Claim Notice, then the Claimant shall make the professional available to meet with and/or accompany the Declarant in inspecting the items in the Claim Notice.

(c) Such inspection shall be completed within forty-five (45) days after the date the subject property is first made available to the Declarant by the Uplands HOA for inspection pursuant to Section 12.1(b). The Uplands HOA shall continue to make the property available to the Declarant for inspection throughout the forty-five (45) day period. However, if such inspection is not reasonably capable of being completed within such forty-five (45) day period but the Declarant commences good faith efforts to commence such inspection within such forty-five (45) day period and thereafter diligently prosecutes such efforts to completion, such forty-five (45) day period shall be extended for the period of time reasonably necessary for the Declarant to commence and complete such inspection. The Declarant shall pay the costs of such inspection and shall restore the subject property to the condition that existed immediately before such inspection, if practicable, within a commercially reasonable period of time.

Section 12.2 Settlement Statement and Conference; Declarant's Right to Repair.

(a) Within thirty (30) days after completion of the inspection under Section 12.1 above, the Declarant shall submit a written statement to the Claimant stating the Declarant's position regarding the items in the Claim Notice as well as a proposed settlement of the claim or claims identified in the Claim Notice and stating whether the Declarant proposes to do any repair work, pay the Uplands HOA a cash amount, or both (the "**Settlement**").

Statement"). The Declarant shall have the right, in its sole discretion, to repair any items listed in the Claim Notice provided that such repair is undertaken and completed within a reasonable period of time and is performed within acceptable industry standards in effect when the building or other improvement was constructed. The Claimant shall provide the Declarant with all necessary access to the Uplands Common Area to perform such repairs.

(b) Within thirty (30) days after receipt of the Settlement Statement or other mutually agreed upon time, the Claimant shall hold a settlement conference with the Declarant to discuss the claim or claims identified in the Claim Notice and the proposed settlement stated in the Settlement Statement (the "**Settlement Conference**"). The Uplands HOA shall be represented by at least a majority of the members of the Board of Directors at the Settlement Conference. The Claimant and the Declarant may be represented by attorneys and consultants at the Settlement Conference and any mutually agreed upon continuation thereof.

(c) If a settlement of the claim or claims identified in the Claim Notice is not reached within thirty (30) days after the Settlement Conference, or at any mutually agreed upon continuation thereof, the Claimant or Declarant may deliver to the other party, within thirty (30) days after the Settlement Conference, or any mutually agreed upon continuation thereof, a written request for nonbinding mediation. Either party to any such nonbinding mediation may elect to terminate such nonbinding mediation at any time, but not before the mediation has lasted at least three (3) hours, upon that party's determination that the nonbinding mediation has been unable to resolve the dispute, by giving written notice to the other party of such determination.

(d) Any notice, request, statement, or other communication required to be sent to the Declarant or the Claimant under this Article shall be mailed by first-class registered or certified mail, return receipt requested, sent by facsimile (provided the original is sent to the addressee on the same day by one of the other methods of delivery set forth in this Section), or personally served on the party entitled to receive such notice, request, statement or other communication.

Section 12.3 Commencement of Action by the Uplands HOA; Notice to Owners. Before the Uplands HOA may bring an action for damages based on any claim or claims identified in a Claim Notice, the Uplands HOA shall make reasonable efforts to disseminate to each Owner:

- (a) A statement of the claim of the Uplands HOA against the Declarant;
 - (b) A copy of the written response of the Declarant to the claim of the Uplands HOA, including any proposed settlement delivered by the Declarant to the Uplands HOA;
 - (c) Summary information about the Settlement Conference and the mediation;
- and
- (d) A statement of the reasonably anticipated consequences of proceeding with litigation, including the estimated costs of pursuing litigation (the form and content of such statement to be subject to the reasonable judgment of the Board of Directors).

Section 12.4 Waiver of Jury Trial. ANY ACTION AGAINST THE DECLARANT BY A CLAIMANT SHALL BE SOLELY BEFORE A JUDGE IN THE JURISDICTION WHERE THE SUBJECT PROPERTY IS LOCATED. THE UPLANDS HOA AND ALL INDIVIDUAL OWNERS WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY THE UPLANDS HOA OR ANY INDIVIDUAL OWNER AGAINST THE DECLARANT IN CONNECTION WITH ANY RIGHTS OR OBLIGATIONS BETWEEN THE UPLANDS HOA AND/OR AN OWNER AGAINST THE DECLARANT REGARDLESS OF THE FORM OF THE CLAIM(S) MADE OR DAMAGES SOUGHT. THIS WAIVER OF JURY TRIAL WILL EXTEND TO ANY THIRD PARTY NAMED IN ANY PROCEEDING BY THE UPLANDS HOA, ANY OWNER OR THE DECLARANT. BY ACQUIRING AN INTEREST IN ANY PORTION OF THE SUBJECT PROPERTY, EACH CLAIMANT ACKNOWLEDGES THAT THIS WAIVER IS MADE KNOWINGLY, VOLUNTARILY, AND AFTER CONSULTING WITH, OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH, COUNSEL OF ITS OWN CHOOSING AS TO THE MEANING OF THIS WAIVER.

Section 12.5 Compliance. The Declarant and any Claimant may assert a substantial failure by the other to substantially comply with a material requirement of this Article 12 as a procedural deficiency in any action or proceeding, at law or in equity, involving the Declarant and such Claimant. If the court before which such action or proceeding is pending shall find that the Declarant or a Claimant has failed to substantially comply with a material requirement of this Article 12 and that the rights of a party have been substantially impaired, the parties shall be deemed to have consented to a stay in such action or proceeding, not to exceed ninety (90) days, during which the Declarant and the Claimant shall, in good faith, establish compliance with such material requirement.

Section 12.6 Amendment. Notwithstanding any provision of this Declaration or the Bylaws to the contrary, no amendment to this Article 12 shall be made without the prior written consent of the Declarant, which consent shall be recorded among the Land Records, provided, however, that the Claimant and the Declarant may mutually agree, in writing, to modify or excuse any of the conditions or time periods set forth in this Article 12.

ARTICLE 13
GENERAL PROVISIONS

Section 13.1 Uplands Common Area Responsibilities. The Uplands HOA, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Uplands Common Area and any property, real or personal, for which the Uplands HOA is delegated the responsibility pursuant to the Governing Documents, or any easement or lease agreement, and all improvements thereon (including, without limitation, furnishings and equipment related thereto, private drainage facilities and common landscaped areas), and shall keep the Uplands Common Area and such other property in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions of this Declaration. The Uplands HOA shall accept title to any real estate or personal property offered to the Uplands HOA by the Declarant.

Section 13.2 Personal Property and Real Property for Common Use. The Uplands HOA may acquire, lease, hold, and dispose of tangible and intangible personal property and real property, subject to the requirements of this Declaration. The Board of Directors, acting on behalf of the Uplands HOA, will accept any real or personal property, leasehold, or other property interests within the Subject Property conveyed to it by the Declarant.

Section 13.3 Implied Rights. The Uplands HOA may exercise any right or privilege granted to the Uplands HOA expressly by this Declaration, the Articles of Incorporation, the Bylaws, or any lease, easement or other agreement or document affecting the Uplands HOA, as well as every other right or privilege reasonably to be implied from the existence of any right or privilege granted to the Uplands HOA in this Declaration or reasonably necessary to effectuate any such right or privilege.

Section 13.4 Security and Safety; Limitation of Liability.

(a) Neither the Uplands HOA, the Declarant, any affiliate of the Declarant, nor any of their respective successors or assigns, shall in any way be considered insurers or guarantors of security within the Subject Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or any ineffectiveness of security measures undertaken. No representation or warranty is made or implied that any fire protection system, burglar alarm system or other surveillance system or measures, including, without limitation, any mechanism or system for limiting access to the Subject Property, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system or security measures were designed or intended. Nothing in this Section shall be deemed in any way to obligate the Uplands HOA, the Declarant, any affiliate of Declarant, nor any of their respective successors or assigns, to provide for or insure the general safety of any persons or property within any portion of the Subject Property or to provide any fire protection system, burglar alarm system or other surveillance system, security access system, or similar measures with respect to any portion of the Subject Property.

(b) Each Owner acknowledges, understands and covenants to inform its lessees, and all employees, occupants, guests, agents, and invitees of its Residential Unit that the

Uplands HOA, the Declarant, any affiliate of the Declarant, and their respective successors and assigns, are not insurers and that each person using or present within the Subject Property assumes all risks of personal injury and loss or damage to property, by theft or otherwise, including loss or damage to Residential Units or personal property, whether such personal property is maintained within a Residential Unit or the Uplands Common Area.

(c) The Uplands HOA shall not be liable for any failure of any services to be obtained or provided by the Uplands HOA or paid for by Assessments, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Uplands Common Area, or from any pipe, drain, conduit or the like. No diminution or abatement of Assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Uplands Common Area, or from any action taken by the Uplands HOA.

Section 13.5 Enforcement. The Governing Documents shall apply to all Owners, residents, agents, guests, lessees, and invitees of any Residential Unit, each Residential Condominium Association, and their respective representatives, employees, agents, and contractors. The Declarant, the Uplands HOA, each Residential Condominium Association, and any Owner shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of the Governing Documents and any rule or regulation promulgated by the Uplands HOA pursuant to its authority as provided in the Governing Documents. The Community Association shall have the right to enforce any provision of this Declaration or the other Governing Documents that benefit the Community Association. Failure by the Declarant, the Uplands HOA, a Residential Condominium Association, any Owner, or the Community Association to enforce any covenant or restriction of the Governing Documents or rules and regulations of the Uplands HOA shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any provision of the Governing Documents or rules and regulations of the Uplands HOA cannot be adequately remedied exclusively by action at law or by recovery of damages. If the Uplands HOA or any Owner successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Governing Documents or rules and regulations of the Uplands HOA, the costs of such action, including legal fees, shall become a binding, personal obligation of the Owner committing or responsible for such violation, and such costs shall also be collectible in the same manner as any other Assessment under the Governing Documents (including, without limitation, interest for delinquent payment of such amounts, collection costs, late fees and reasonable attorneys' fees).

Section 13.6 Self-Help.

(a) If any Owner or Residential Condominium Association (a "**Defaulting Party**") fails to perform any of its obligations under this Declaration or the other Governing Documents, the Uplands HOA shall have the right, but not the obligation, to cure such default in accordance with this Section. If the Uplands HOA elects to pursue such self-help remedy, the Uplands HOA shall give the Defaulting Party and any Eligible Mortgagee of the Defaulting Party written notice advising of the specific items that need to be remedied (the "**Initial Notice**").

If the Defaulting Party fails to remedy such item(s) within ten (10) days after delivery of the Initial Notice (or fails to promptly commence and diligently pursue any of such item(s) that cannot reasonably be completed within such ten (10)-day period), then the Uplands HOA may give further written notice to the Defaulting Party and any Eligible Mortgagee of the Defaulting Party of the Uplands HOA's intention to take over and perform such item(s) itself ("**Cure Notice**"). If the Defaulting Party fails to commence to remedy such item(s) within five (5) days after delivery of the Cure Notice or if, following such commencement, the Defaulting Party fails diligently to prosecute the work, the Uplands HOA may perform or cause to be performed such item(s) and the Uplands HOA and its designees shall have all easements necessary to perform such work and such actions shall not be deemed a trespass. If the Uplands HOA is entitled to perform and does perform any such item(s) pursuant to this Section, the Defaulting Party shall reimburse the Uplands HOA for the direct and reasonable out-of-pocket costs incurred by the Uplands HOA to perform the work, plus twenty percent (20%) of such costs as an administrative fee. Reimbursements under this Section shall be due and payable by the Defaulting Party within fifteen (15) days after written request by the Uplands HOA, accompanied by written evidence of the reimbursable costs. Any reimbursable costs payable pursuant to this Section shall be collectible to the same extent as any other Assessment under this Declaration (including, without limitation, interest for delinquent payment of such reimbursable costs, collection costs, late fees and reasonable attorneys' fees) and shall not be deemed a Special Assessment.

(b) Notwithstanding the provisions of subsection 13.6(a), if the Uplands HOA in good faith deems that an emergency exists which requires the prompt cure of a default, the Uplands HOA shall only be required to give such prior notice as is reasonable under the circumstances, which notice need not be written if written notice is not feasible under the circumstances.

(c) Declarant may exercise all rights and remedies of the Uplands HOA under this Section 13.6 for the duration of the Declarant Control Period.

Section 13.7 Fines. In addition to the means for enforcement provided elsewhere in this Declaration, the Uplands HOA shall have the right to levy fines against an Owner or such Owner's guests, relatives, lessees or invitees, in the manner set forth in this Section 13.7, and such fines shall be collectible in the same manner as any other Assessment such that the Uplands HOA shall have a lien against the Residential Unit of such Owner as provided in the Governing Documents and such fine(s) shall also become the binding personal obligation of such Owner.

(a) The Board of Directors shall be charged with determining whether there is probable cause that any of the provisions of the Governing Documents regarding the use of the Residential Units, Uplands Common Area or other Uplands HOA property are being or have been violated. In the event that the Board of Directors determines an instance of such probable cause, the Board shall provide written notice to the person alleged to be in violation, and the Owner of the Residential Unit which that person occupies or is visiting if such person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of such notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense subject to a separate fine not to exceed a reasonable amount established by the Board for each offense. The

amount of the fine shall be based upon the costs and inconvenience caused to the Uplands HOA and shall not be a penalty. The notice shall also specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that the violation will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate the enforcement activity of the Uplands HOA with regard to such violation.

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

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

(d) A fine pursuant to this Section shall be assessed against the Residential Unit which the violator occupied or was visiting at the time of the violation, whether or not the violator is an Owner of that Residential Unit, and shall be collectible in the same manner as any other Assessment including, without limitation, by the Uplands HOA's lien rights as provided in the Governing Documents. Nothing in this Declaration shall be construed to interfere with any right that an Owner may have to obtain payment of the amount of any fine(s) assessed against his or her Residential Unit from a violator occupying or visiting such Residential Unit.

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

(f) The Board of Directors may delegate its rights and responsibilities under this Section 13.7 to a covenants committee or similar committee of the Uplands HOA established by the Board of Directors.

Section 13.8 Severability. Invalidation of any one of the covenants, conditions, restrictions, or other provisions of this Declaration by judgment or court order shall in no way affect any other provisions of this Declaration, which shall remain in full force and effect.

Section 13.9 Duration and Amendment. All covenants, conditions, restrictions, easements and other provisions set forth in this Declaration shall run with and bind the land and shall be perpetual unless expressly stated otherwise in this Declaration. Except as otherwise provided in this Declaration, this Declaration may be amended by an instrument signed by or on the affirmative vote of Owners entitled to cast not less than seventy-five percent (75%) of the total votes in the Uplands HOA and with the consent of the Declarant during the Declarant Control Period. Any amendment to this Declaration must be recorded in the Land Records.

Section 13.10 Changes and Modifications by the Declarant.

(a) Notwithstanding Section 13.9 above but subject to Section 13.13 below, the Declarant shall have the right, during the Declarant Control Period, without the consent of any Owner or any other party, to modify, amend or change any of the provisions of this Declaration or other Governing Documents as the Declarant may reasonably deem necessary or desirable (i) to correct errors or omissions herein; (ii) to bring any provision of this Declaration into compliance with any applicable governmental statute, rule, regulation, or judicial determination which is in conflict therewith; (iii) in response to changes in the Development Plans; (iv) to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Subject Property; (v) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to make, purchase, insure or guarantee such mortgage loans; (vi) to satisfy the requirements of any governmental or quasi-governmental agency or public or private utility company; (vii) to record instruments granting rights for others to use the Uplands Common Area pursuant to Section 3.4 of this Declaration, (viii) to record a supplementary declaration or other instrument designating Limited Common Area as contemplated by Section 3.5 of this Declaration, (ix) to confirm or establish easements and other rights pursuant to Article 7 or otherwise in this Declaration, (x) to record such other instruments contemplated under the rights and responsibilities reserved to the Declarant in this Declaration, and (xi) to consolidate amendments to this Declaration or any other Governing Document into a single amended and restated instrument. The Declarant also has the right, without the consent of any Owner or any other party, to record instruments of annexation and deannexation pursuant to Article 2 of this Declaration, and to assign any of the Declarant's rights pursuant to Section 13.15 below.

(b) Notwithstanding Section 13.9 above but subject to Section 13.13 below, the Declarant shall have the right, during the Declarant Control Period, without the consent of any Owner or any other party, to enter into any and all zoning approvals, preliminary plans, site plans, plats, public works agreements, dedication deeds and agreements, development agreements, applications, permits, easements, licenses, and amendments to any of the foregoing, and any other instruments as the Declarant may from time to time be deemed necessary or desirable by the Declarant in connection with the development of the Subject Property.

(c) Notwithstanding any provision of the Governing Documents but subject to Section 13.13 below, there is hereby reserved unto the Declarant an irrevocable power of attorney, coupled with an interest, for the purpose of executing, acknowledging and delivering on behalf of all Owners, contract purchasers of any portion of the Subject Property (including, without limitation, contract purchasers of Residential Units), Mortgagees, other lienholders, and any other parties having any legal or equitable interest in any portion of the Subject Property (collectively "**Interested Parties**" and individually an "**Interested Party**"), any and all instruments contemplated in Sections 13.10(a) and (b) above. Each Interested Party shall be deemed to have consented to all such instruments and shall be deemed to have granted unto the Declarant an irrevocable power of attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such instruments. Further, each Interested Party shall be deemed to have agreed and covenanted to execute such further assurances and instruments, if any, as may be required by the Declarant and its successors or assigns, to properly accomplish such purposes. The power of attorney provided for in this Section is expressly declared and acknowledged to be

coupled with an interest and the same shall run with the title to all Residential Units and shall be binding upon the heirs, personal representatives, successors, transferees and assigns of all Interested Parties. Further, such power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to the power of attorney.

Section 13.11 Casualty Losses. In the event of substantial damage or destruction to any of the Uplands Common Area, the Board of Directors shall give prompt written notice of such damage or destruction to the Eligible Mortgagees who hold First Mortgages of record on affected Residential Units. No provision of the Governing Documents shall entitle any Owner to any priority over the holder of any First Mortgage of record on such Owner's Residential Unit with respect to the distribution to such Owner of any insurance proceeds paid or payable on account of any damage or destruction of any of the Uplands Common Area.

Section 13.12 Condemnation or Eminent Domain. In the event any part of the Uplands Common Area is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors shall give prompt written notice of any such proceeding or proposed acquisition to the Eligible Mortgagees who hold First Mortgages of record on affected Residential Units. No provision of the Governing Documents shall entitle any Owner to any priority over the holder of any First Mortgage of record on such Owner's Residential Unit with respect to the distribution to such Owner of the proceeds of any condemnation or settlement relating to a taking of any of the Uplands Common Area.

Section 13.13 Notice to Eligible Mortgagees; Deemed Consent.

(a) The Uplands HOA shall give prompt written notice to each Eligible Mortgagee of (and each Owner hereby consents to, and authorizes such notice):

(i) Any condemnation loss or any casualty loss which affects a material portion of the Uplands Common Area.

(ii) Any delinquency in the payment of Assessments or other charges of the Uplands HOA with respect to a Residential Unit subject to a First Mortgage or security interest held, insured, or guaranteed, by such Eligible Mortgagee which remains uncured for a period of sixty (60) days.

(iii) Any lapse, cancellation, or material modification of any insurance policy or fidelity coverage maintained by the Uplands HOA.

(iv) Any other matter with respect to which Eligible Mortgagees are entitled to notice or to give their consent as provided in this Declaration.

(b) To be entitled to receive notice of the matters in Section 13.13(a) above, the Eligible Mortgagee must send a written request to the Uplands HOA, stating both its name and address and the Residential Unit designation or address of the Residential Unit on which it has (or insures or guarantees) a First Mortgage. Any Eligible Mortgagee that is notified of any matter for which it is entitled to notice under this Section 13.13 (such notice to be delivered by

certified or registered mail, return receipt requested), and that fails to respond within thirty (30) days of receipt of such notice shall be deemed to have consented, if applicable, to the matter of which the Eligible Mortgagee was provided notice. In addition, to the extent the Uplands HOA seeks the consent of any other Mortgagee for any matter, notice of such matter shall be delivered by certified or registered mail, return receipt requested to such Mortgagee and if such Mortgagee fails to respond within thirty (30) days of receipt of such notice, such Mortgagee shall be deemed to have consented, if applicable, to the matter of which the Mortgagee was provided notice.

Section 13.14 Taxes and Assessments. It is the intent of this Declaration that inasmuch as the interests of each Owner to use and enjoy the Uplands Common Area (and any other property to which such Owner may have a right of use and enjoyment) are interests in real property appurtenant to the Residential Units, the value of the interest of each Owner in the Uplands Common Area (or other property) shall be included in the assessment for each such Residential Unit. As a result, it is intended that any tax assessment directly against the Uplands Common Area or other property for which the Uplands HOA is responsible for the payment of real estate taxes shall be of a nominal nature reflecting that the full value of the same should be included in the several tax assessments of the various Residential Units.

Section 13.15 Successors of Declarant. Any and all obligations, rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant under this Declaration, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by an instrument, in writing, without notice to the Uplands HOA.

Section 13.16 No Dedication to Public Use. Nothing in this Declaration shall be construed as (i) a dedication of any portion of the Subject Property to the general public or for any public use, or (ii) an acceptance for maintenance of any Uplands Common Area by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Uplands Common Area.

Section 13.17 Declarant Reserved Rights; Declarant Consent. No amendment to the Governing Documents may remove, revoke, or modify any right, reservation or privilege of the Declarant without the prior written consent of the Declarant or any successors or assignees (of the Declarant pursuant to Section 13.15. Whenever the consent or approval of the Declarant is required under the Governing Documents, such consent or approval may be given or withheld in the sole discretion of the Declarant and any affirmative consent or approval shall be in writing.

Section 13.18 Declarant Development. As long as the Declarant or any of its affiliates has an interest in developing the Subject Property or other portions of the Development, the Uplands HOA may not use its financial resources, directly or indirectly, to defray the costs of opposing any development activities reasonably consistent with the general intention of the Development Plans. Nothing in this Section shall be construed to limit the rights of Owners to act as individuals or in affiliation with other Owners or other groups.

Section 13.19 Residential Condominium Disputes.

(a) Notwithstanding any provision of the Governing Documents to the contrary, the Uplands HOA shall have no authority or standing whatsoever to sue, complain, intervene, pursue or otherwise participate with respect to any right, claim, demand, action, cause of action, controversy or other matter of any kind or nature whatsoever, whether at law, in equity, or otherwise, accruing to or for the benefit of, or otherwise exercisable by or on behalf of, a Residential Condominium Association or any Owner of a Residential Unit within a Residential Condominium in their capacity as such, whether contractual, statutory, or otherwise, including, without limitation, any such claim regarding the development, design, construction or warranty of the Residential Units and/or the Residential Common Elements within the Residential Condominium. The Uplands HOA shall not otherwise directly or indirectly support, encourage or promote any such claim.

(b) This Section shall not be amended without the express prior written approval of the Declarant.

Section 13.20 Combined Residential Units. Unless otherwise approved in writing by the Declarant during the Declarant Control Period, or by the Board of Directors after the Declarant Control Period, if any Residential Units within a Residential Condominium are at any time combined into a single dwelling unit, the Assessments attributable to such combined Residential Units shall continue at the rate that would have been applicable had such Residential Units not been combined.

Section 13.21 Conveyance of Uplands Common Area by the Declarant. The Declarant or its affiliates may convey unimproved or improved land to the Uplands HOA to be held as Uplands Common Area and may construct improvements on any Uplands Common Area. The consent of the Uplands HOA shall not be required for such conveyance or construction. The Declarant or its affiliates shall have the right to permit the Uplands HOA and its Owners to enjoy and utilize property that has not been conveyed to the Uplands HOA but which is intended to become Uplands Common Area. The Uplands HOA shall have the right and obligation to maintain such property and levy Assessments for maintenance costs, notwithstanding that such property has not yet been conveyed to the Uplands HOA.

Section 13.22 Declarant's Financing Encumbrances. Any portion of the Subject Property owned by the Declarant may be subject to any mortgage, deed of trust, or other security instrument (including any modification, extension, renewal, or consolidation of the same) now or hereafter made in connection with the acquisition, construction, or development of the Subject Property or for any other purpose as determined by the Declarant in its sole discretion.

Section 13.23 Estoppel Certificates. The Uplands HOA shall, upon request by any Owner or Mortgagee, issue such Owner or Mortgagee a written estoppel certificate signed by an officer of the Uplands HOA stating that, to the best of such officer's knowledge, either (i) the Owner is in compliance with the Governing Documents, or (ii) that the executing officer has reason to believe that the Owner is in default or otherwise not in compliance with the Governing Documents and the basis for such belief. Any estoppel certificate may also contain such additional provisions that the Board of Directors agrees to in its reasonable judgment. A

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properly executed estoppel certificate issued pursuant to this Section 13.23 shall be binding on the Uplands HOA as of the date of issuance. The Uplands HOA may charge a reasonable fee for the issuance of each such estoppel certificate.

Section 13.24 Notices. Unless expressly provided otherwise, all notices, requests, demands or other communications under this Declaration or the other Governing Documents shall be in writing and deemed given (i) when delivered personally, with signed receipt of delivery, (ii) the business day after it is deposited with a recognized overnight courier service which requires signed receipt of delivery, (iii) when sent by facsimile with evidence of transmission and receipt, provided the original is sent on the same day by one of the other methods set forth in this Section, (iv) when delivered or deemed delivered by such other method as may be approved by the Board of Directors from time to time by notice to all Owners and consistent with all applicable laws, or (v) by electronic transmission pursuant to Section 11B-113.1 of the Maryland Homeowners Association Act or successor statute. However, all notices of a change of address shall be deemed to have been given when received.

(a) All notices to the Declarant shall be sent to 12500 Fair Lakes Circle, Suite 400, Fairfax, Virginia 22033, Attn: General Counsel, Corporate, or to such other address as the Declarant may provide to the Uplands HOA from time to time.

(b) All notices to the Uplands HOA and/or the Board of Directors shall be sent c/o the management agent for the Uplands HOA, with a copy to the Declarant during the Declarant Control Period.

(c) All notices to Residential Condominium Association shall be sent c/o its Residential Condominium Board to its principal office or such other address as it may provide to the Uplands HOA.

(d) All notices to an Owner shall be sent to the Residential Unit address for such Owner or such other address as the Owner may provide to the Uplands HOA.

(e) All notices to Eligible Mortgagees shall be sent to the address provided to the Uplands HOA in accordance with Section 13.13 above.

Section 13.25 Non-Merger. Notwithstanding that all or any portion of the Subject Property may now or in the future be owned by the same person or entity, the easements and rights granted under this Declaration shall not be deemed extinguished by merger.

Section 13.26 Perpetuities. If any of the covenants, restrictions, or other provisions of this Declaration shall be unlawfully void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last member of the 113th United States Congress.

Section 13.27 Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural, and vice versa.

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Section 13.28 Conflict. In the event of any conflict or inconsistency between this Declaration and/or the Articles of Incorporation or the Bylaws, the provisions of this Declaration shall control. In the event of any conflict or inconsistency between (i) this Declaration or any of the other Governing Documents of the Uplands HOA and (ii) the provisions of the Community Declaration or other governing documents of the Community Association, the provisions of governing documents of the Community Association shall control.

Section 13.29 Exhibits. All Exhibits attached to this Declaration are made a part of this Declaration and are incorporated into this Declaration by reference.

Section 13.30 Recitals. The Recitals to this Declaration are made a part of this Declaration and are incorporated into this Declaration by reference.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument this 6th day of June, 2014.

POTOMAC RIVERBEND L.C.,
a Virginia limited liability company

By: MVP Management, LLC, a Virginia limited liability company, its manager

By: [Signature]
Jon M. Peterson, Manager

STATE/COMMONWEALTH OF Virginia

*

CITY/COUNTY OF Fairfax

*

to wit:

*

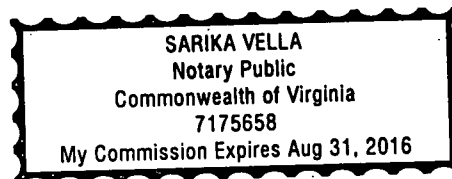
I HEREBY CERTIFY that on this 6th day of June, 2014, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Jon M. Peterson, known to me (or satisfactorily proven) to be the Manager of MVP Management, LLC, the Manager of Potomac Riverbend L.C., and that he, in such capacity and being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 8/31/16

[NOTARIAL SEAL]



PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) MMB 36094, p. 0195, MSA_CE64_36403. Date available 09/09/2014. Printed 10/26/2015.

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Exhibit A

Description of the Subject Property

Parcel Thirty-Five, as shown on a plat of subdivision titled "PLAT SIXTEEN, PARCELS 35 AND P, NATIONAL HARBOR", recorded among the Land Records of Prince George's County, Maryland in Plat Book MMB 236, at Plat No. 39; and

Land Units 36-A, 36-B, 36-C, 36-D, 39-A, and 39-B, as shown on a condominium plat entitled "NATIONAL HARBOR PARCELS 36 AND 39 SITE CONDOMINIUM" recorded among the Land Records of Prince George's County, Maryland in Plat Book MMB 238, at Plat No. 19.

Said Land Units constituting all of Parcel Thirty-Six and Parcel Thirty-Nine, per the plat of subdivision entitled "PLAT SEVENTEEN, PLAT OF CORRECTION, PARCELS THIRTY SIX, THIRTY-NINE & Q, NATIONAL HARBOR", which plat is recorded among the Land Records of Prince George's County, Maryland in Plat Book MMB 237, at Plat No. 91.

Parcel P, as shown on a plat of subdivision titled "PLAT SIXTEEN, PARCELS THIRTY-FIVE AND P, NATIONAL HARBOR" recorded among the Land Records of Prince George's County, Maryland in Plat Book MMB 236, at Plat No. 39.

Parcel Q, as shown on a plat of subdivision titled "PLAT SEVENTEEN, PLAT OF CORRECTION, PARCELS THIRTY-SIX, THIRTY-NINE AND Q, NATIONAL HARBOR" recorded among the Land Records of Prince George's County, Maryland in Plat Book MMB 237, at Plat No. 91.

Land Units 42-A through 42-T, as shown on a condominium plat entitled "NATIONAL HARBOR PARCEL 42 CONDOMINIUM" recorded among the Land Records of Prince George's County, Maryland in Plat Book MMB 240, at Plat No. 33;

Said Land Units 42-A through 42-T constituting all of Parcel 42, as shown on a plat of resubdivision titled "PLAT TWENTY, PARCELS 42 & 43, NATIONAL HARBOR" recorded among the Land Records of Prince George's County, Maryland in Plat Book MMB 239, at Plat No. 46.

NOTE: The foregoing Parcel Thirty-Five was made part of the Subject Property by the Prior Declaration recorded among the Land Records in Liber 33958, folio 8. The foregoing Land Units 36-A, 36-B, 36-C, 36-D, 39-A, and 39-B were made part of the Subject Property pursuant to the Supplementary Declaration for The Uplands Homeowners Association, Inc., recorded among the Land Records in Liber 35429, folio 158. The foregoing Parcels P and Q, and Land Units 42-A through 42-T were made part of the Subject Property pursuant to the Supplementary

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Declaration for The Uplands Homeowners Association, Inc., dated June 3, 2014, and recorded among the Land Records on or about June 11, 2014. Pursuant to Section 2.1 of this Declaration, the Declarant reaffirms that the property described on this **Exhibit A** is part of the Subject Property. The Subject Property may be added to after the date of this Declaration by additional annexations pursuant to Section 2.2 of this Declaration.



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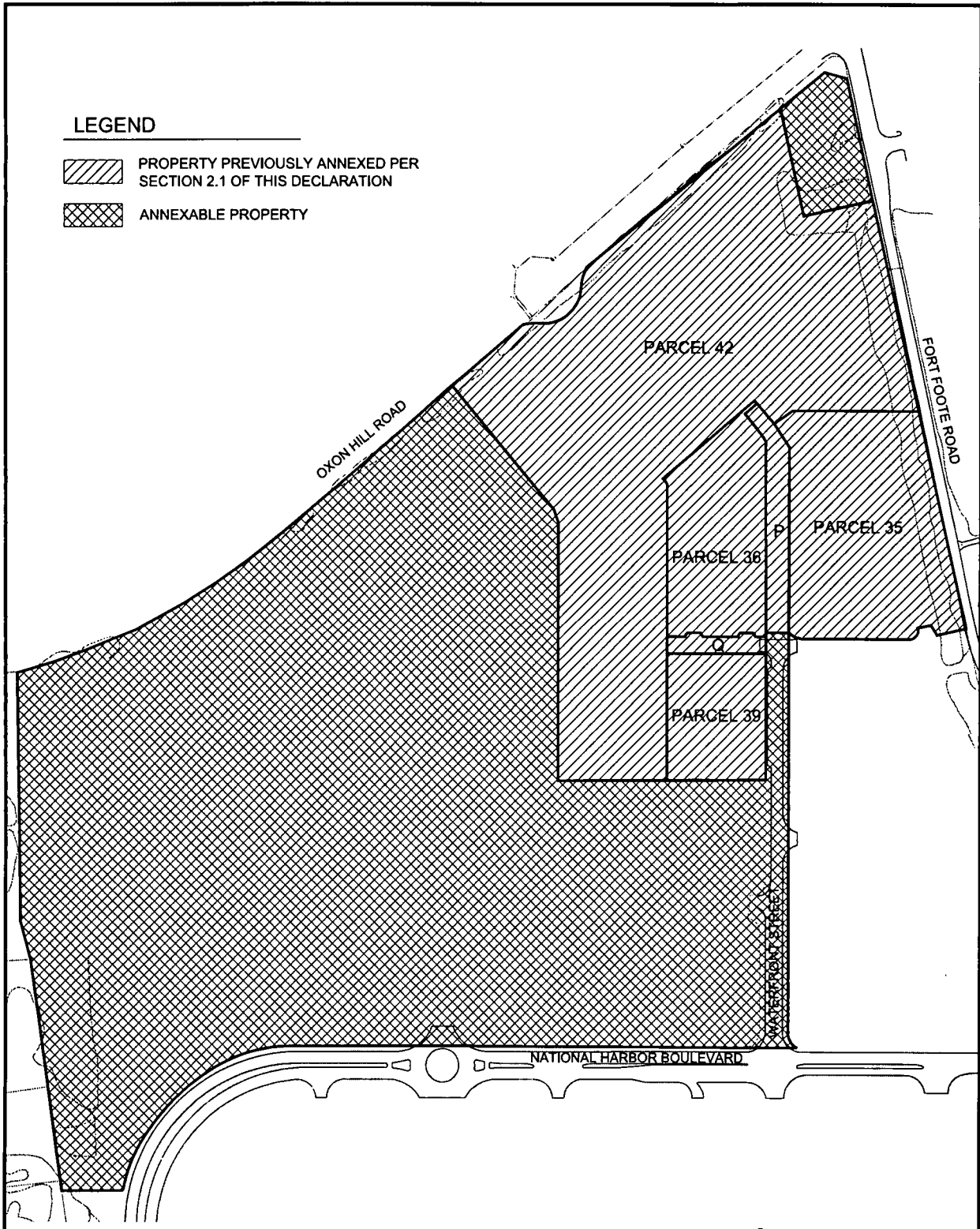
Exhibit B

Plan Showing Certain Annexable Property

PRINCE GEORGE'S COUNTY CIRCUIT COURT (Land Records) MMB 36094, p. 0198, MSA_CE64_36403. Date available 09/09/2014. Printed 10/26/2015.

LEGEND

-  PROPERTY PREVIOUSLY ANNEXED PER SECTION 2.1 OF THIS DECLARATION
-  ANNEXABLE PROPERTY



**EXHIBIT B
THE UPLANDS**

Scale: 1"=200'



NATIONAL HARBOR

Date: June 11, 2014