

AMENDED AND RESTATED BYLAWS
OF
THE LANDINGS HOMEOWNERS' ASSOCIATION, INC.

EXPLANATORY STATEMENT: On or about June 23, 1977, the Articles of Incorporation for Painter's Hill Homeowners' Association, Inc. were filed with the State of Maryland and on or about January 30, 1984, the Painter's Hill Homeowners' Association, Inc. filed Articles of Amendment with the State of Maryland, changing its name to "The Landings Homeowners' Association, Inc" (hereinafter referred to as the "Association"). On or about July 12, 1977, the Bylaws of Painter's Hill Homeowners' Association, Inc. were recorded among the Land Records for Anne Arundel County, Maryland at Liber 2979, folio 205 *et seq.*, as Exhibit D of the Declaration of Covenants, Conditions, Restrictions and Easements of The Landings, Annapolis, Maryland, as amended from time to time and on or about September 25, 1984, The Landings Homeowners' Association, Inc. Informal Action of the Board of Directors Amending Corporate Bylaws was filed in the Homeowners Association Depository for Anne Arundel County, Maryland at Liber 12, folio 674 *et seq.* and on or about October 15, 1984, The Landings Homeowners' Association Inc., Informal Action of the Board of Directors Amending Corporate Bylaws was filed in the Maryland Homeowners Association Depository for Anne Arundel County, Maryland at Liber 12, folio 684 *et seq.* and on or about March 25, 2002, the Amendment of the Bylaws of the Landings Homeowners' Association, Inc. was filed in the Maryland Homeowners Association Depository for Anne Arundel County, Maryland at Liber 24, folio 348 *et seq.* (hereinafter collectively referred to as the "Bylaws"). The Board of Directors of The Landings Homeowners' Association, Inc. by the affirmative vote of at least two-thirds (2/3) of the members of the Board of Directors of the Association (as specified in Article XV of the Bylaws) now hereby amends and restates its said Bylaws and any amendments thereto in their entirety as hereinafter provided. The Bylaws together with the aforementioned prior amendments thereto in their entirety shall be substituted by the following Amended and Restated Bylaws in lieu thereof.

ARTICLE I

Introduction

Section 1. Name. The name of the corporation is "THE LANDINGS HOMEOWNERS' ASSOCIATION, INC.," (the "Association"), a Maryland corporation.

Section 2. Offices. The Association shall have its principal office at "The Landings", Annapolis, Maryland, or at the office of the Managing Agent from time to time employed by the Association. The Association may have such other or additional offices as the Board of Directors deems advisable from time to time.

Section 3. Definitions. A certain Declaration of Covenants, Restrictions, Conditions and Easements pertaining to the Community has been recorded among the land records of Anne Arundel County, Maryland simultaneously herewith or immediately prior hereto and is incorporated herein by reference. All terms used in these Bylaws shall have the meanings set forth in the Declaration, unless otherwise specifically noted herein.

Section 4. Purpose of Bylaws. The purpose of these Bylaws is to provide the rules regulating the structure and operations of the Association, and all rules governing the Community shall be as provided in the Declaration, the resolutions and rules of the Board of Directors and the Architectural Control Committee, and the Rules and Regulations.

ARTICLE II

Membership and Voting Rights

Section 1. Membership in the Association. Every Owner of a Lot or Living Unit in the Community shall be a Member of the Association, provided, however, that any person or entity who holds merely a lien or security interest on an Owner's interest in a Lot or Living Unit for the performance of an obligation shall not be a Member unless and until such person or entity has succeeded to such Owner's interest by enforcement of such lien or security interest. Membership shall be appurtenant to and may not be separated from ownership of a Lot or Living Unit.

Section 2. Suspension of Membership Rights. The Board of Directors of the Association may deny any person the privileges of membership in the Association during any period of time when such person is in default of any of his or her obligations under the Declaration (including, without limitation, the failure to pay any assessment), provided that such default has continued uncured for a period of ten (10) days after written notice thereof to such Member.

Section 3. Voting. At every meeting of the Members, Members shall have the right to cast one (1) vote for each Lot owned on each question. The vote of the Members representing a majority of the total of the votes of the membership present at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide questions brought before such meeting, unless the question is one upon which, by the express provision of a law, the Articles, the Declaration, or these Bylaws, a different vote is required, in which case such express provision shall govern and control. Where the ownership of a Lot is in two or more persons and in the event of a dispute as to who can vote with respect to that Lot, the person who shall be entitled to cast the vote of the Members for that Lot shall be the person named in a certificate signed by all of the Owners of the Lot and filed with the Secretary. In the event all of the co-owners of any Lot who are present at any meeting of the Members are unable to agree on the manner in which the vote for such Lot shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any Lot is owned by a corporation, then the vote for any such Lot shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or any Assistant Secretary of such corporation and filed with the Secretary of the Association. Any such certificate shall remain valid until revoked or superseded in writing. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the presider at such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association. Wherever the approval or disapproval of the Members is required by law, the Articles, the Declaration, or these Bylaws, such approval or disapproval shall be made by the requisite number of the persons who would be entitled to vote at a meeting of the Members.

Section 4. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be

revocable and shall automatically cease upon conveyance by the Member of his Lot, by a written notice of revocation received by the Secretary, by the death of the Member, or by the passage of one hundred eighty (180) days after the date of making as stated thereon, whichever occurs first.

Section 5. Votes by Mail. Action may be taken by the Members upon a stated proposal or for the election of directors without a meeting upon a vote of the Members by mail in accordance with such reasonable procedures therefor as the Board shall prescribe and under its supervision. Votes by mail may be initiated by the Board of Directors, by the written request of Members of the Association holding not less than fifteen percent (15%) of the votes of the membership, or at an annual meeting by a majority of the total votes of the membership present at the meeting in person or by proxy. The affirmative vote by mail of at least a majority of the total number of votes of the Association membership shall be necessary to decide any question submitted to the membership for vote by mail.

Section 6. Informal Action. Any action required or permitted to be taken at a meeting of the Members also may be taken without a meeting if a unanimous written consent which sets for the action is signed by each voting Member and filed with the Association Minute Book.

ARTICLE III

Meetings of Members

Section 1. Annual Meeting. Annual meetings shall be held for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. The annual meeting shall be held at 7:30 p.m. on the third Tuesday of each October, or at such other time in October as the Board of Directors shall designate.

Section 2. Special Meetings. Special meetings of the Members may be called by the President, the Board of Directors or upon the written request of Members of the Association holding not less than fifteen percent (15%) of the total number of votes of the Association membership. No business shall be transacted at a special meeting except as stated in the notice thereof.

Section 3. Place of Meeting. Any location within a five mile radius of "The Landings" may be designated as the place for any annual meeting or special meeting.

Section 4. Notice of Meetings. Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed or delivered not less than twenty (20) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary or the person calling the meeting, to each Member of the Association at his or her address as shown on the records of the Association. If the Federal National Mortgage Association (FNMA) is a mortgagee of any Lot or Living Unit within the Community, such notice will be sent, within the same time frame specified in the preceding sentence, to all institutional holders of first mortgages on the Lots and Living Units who, by written notice to the Board of Directors containing the name and address of such institutional first mortgagee, request notification of such meetings. Each institutional first mortgagee entitled to receive the foregoing notice of meetings of the Association may designate a representative to attend any meeting of the Association, but such representative shall have no voting rights. The mailing or personal delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. A Member, in writing signed by such Member, may waive notice of any meeting before or after the date of the meeting stated therein. Attendance at such meeting shall be deemed a waiver of notice of the

time, place and purposes thereof.

Section 5. Informal Action by Members. Any action required or permitted by law to be taken at a meeting of the Members of the Association may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all of the Members of the Association, which consent shall be filed with the Secretary of the Association as part of the corporate records.

Section 6. Quorum and Manner of Acting. Members or proxies constituting one-tenth (1/10) of the total votes of each class of Membership shall constitute a quorum at any meeting unless provided otherwise in the Declaration. The act of a majority of the membership, in interest, present at a meeting at which a quorum is present shall be the act of the Members, unless the act of a greater number is required by law, the Articles of Incorporation, these Bylaws or by the Declaration. If at any meeting a quorum is not present, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present in person or by proxy.

Section 7. Conduct of Meetings. The Board of Directors may make such regulations as it deems advisable for any meeting of the Members, including, without limitation, proof of membership in the Association, evidence of the right to vote, and the appointment and duties of inspectors of votes. Such regulations shall be binding upon the Association and its Members.

ARTICLE IV

Directors

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors. The "affairs of the Association" shall be deemed to include all matters affecting or relating to the Association or the "The Landings" other than the election of members of the Board of Directors, matters referred to the Members by the Board of Directors, matters referred to the Members for a vote by mail by at least fifteen percent (15%) of the votes of the Association membership, or those matters for which membership action is required by the Declaration, the Articles of Incorporation of the Association, these Bylaws, or applicable law.

Section 2. Number and Tenure. The number of Directors shall be seven (7). Two (2) Directors shall be Owners of Lots or Living Units in Painter's Hill, (2) Directors shall be Owners of Lots or Living Units in Stonecreek, and two (2) Directors shall be Owners of Lots or Living Units in Copperwood. The remaining Director ("the At-Large Director") shall be an Owner of a Lot or Living Unit in any of said three communities. At each annual meeting, the Members shall elect Directors for a term of one year. Any vacancy occurring in the Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors, or, if not previously so filled, at the next succeeding special meeting of the Members of the Association, provided, however, that unless the vacancy occurs with regard to the At-Large Director, any such vacancy shall be filled with an Owner of a Lot or Living Unit in the same community as that of the Director with respect to which such vacancy has occurred. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose position he or she was elected to fill. At each annual meeting, Members shall vote for three (3) Directors. The two nominees receiving the greatest number of votes in each of the three communities shall be elected as Directors. The nominee who receives the greatest number of votes but who is not otherwise elected shall be elected as the At-Large Director. In the event an insufficient number of nominees exists with regard to representation of any of the communities as hereinabove provided, a vacancy or vacancies shall occur which may otherwise

be filled as provided above. No co-owners of the same Lot(s) or Living Unit(s) shall be candidates for the Board of Directors or elected to the Board to serve concurrently.

Section 3. Annual Meetings. Annual meetings of the Board of Directors shall be held within thirty (30) days after the annual meeting of the Members. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board without notice.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any one Director by giving notice thereof as provided in Section 5 of this Article IV. Special meetings shall be held at the place and time designated in the notice thereof.

Section 5. Notice. When notice of any meeting of the Board of Directors is required, such notice shall be given at least three (3) days prior to such meeting by written notice delivered personally or sent by mail to each Director at his or her address shown on the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited postage prepaid in the United States mail in sealed envelope properly addressed. Any Director may waive notice of any meeting before or after the time of the meeting stated therein and attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, the Articles of Incorporation, these Bylaws or the Declaration.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at any meeting, a majority of the Directors present may adjourn the meeting without further notice, until a quorum is present.

Section 7. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 8. Compensation. Directors as such shall not receive any stated salaries for their services, but, by resolution of the Board of Directors, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties as a Director. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

Section 9. Informal Action of Directors. Any action required or permitted by law to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors, which consent shall be filed with the Secretary of the Association as part of the corporate records.

Section 10. Removal of Directors. Any Director may be removed from the Board of Directors, with or without cause, by a vote of at least two-thirds of the total number of votes of the Association membership present at a special meeting, in person or by proxy. The vacancy thus created by such a removal shall be filled at a regular or special meeting called for such purpose.

ARTICLE V

Powers and Duties of the Board of Directors

Section 1. Powers. In addition to any other powers set forth in the Declaration or the Articles of Incorporation, or provided by law, the Board of Directors shall have power to:

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

(b) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(c) employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties; and

(d) suspend a Member's voting rights or a Member's or other person's right to use the Common Areas and common facilities during any period in which such Member or other person shall be in default in the payment of any assessment levied by the Association, which default remains uncured after ten (10) days prior written notice thereof to the person in default. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published Rules and Regulations.

Section 2. Duties. In addition to any other duties specified in the Declaration or Articles of Incorporation, or imposed by law, it shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a summary statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such summary statement is requested in writing by at least fifteen percent (15%) of the Members entitled to vote;

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

(c) maintain the Common Areas and other areas of the Community for which it is their responsibility, under the Declaration, to maintain;

(d) as more fully provided in the Declaration, to:

(1) fix the amount of the monthly assessment, if any, against each Lot and Living Unit at least thirty (30) days in advance of each monthly assessment period;

(2) send written notice of each special assessment to every Owner subject thereto at least thirty (30) days in advance of such special assessment; and

(3) foreclose the lien against any Lot or Living Unit for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

(e) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth, whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(f) obtain and maintain, to the extent obtainable, (1) fire insurance with extended coverage, vandalism, malicious mischief and windstorm endorsements, and, if FNMA is a mortgagee of any Unit, an Agreed Amount Endorsement or its equivalent, if available, Inflation Guard Endorsement and, if required by FNMA, Demolition and Contingent Liability from Operation of Building Laws Endorsements, an Increased Cost of Construction Endorsement, an Earthquake Damage Endorsement, and such other endorsements as are necessary, insuring the Common Areas (including all building service equipment and the like) in an amount no less than one hundred percent (100%) of the current “replacement cost” of insurable Common Areas, naming as insured the Association for the benefit of the Owners; (2) a comprehensive policy of public liability insurance covering all of the Common Areas located within the Community, insuring the Association, and containing a “severability of interest” clause or endorsement precluding the insurer from denying the claim of a Member because of negligent acts of the Association or other Members, and, if FNMA is a mortgagee of any Unit, with such limits as may be considered acceptable to FNMA (but in no event less than \$1,000,000 per occurrence of personal injury and/or property damage), such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, coverage in the kind and amounts commonly required by private institutional mortgage investors, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use. Each hazard insurance policy must be written by a hazard insurance carrier which has a financial rating by Best’s Insurance Reports of BBB+ or better or a comparable rating under any revised rating schedule and which is licensed or authorized by law to do business in the State of Maryland. If the Federal Home Loan Mortgage Corporation (FHLMC) is the mortgagee of any Unit, in no event shall any policy of insurance provided for hereunder be obtained from an insurance carrier where: (i) under the terms of the carrier’s charter, bylaws or policy, contributions or assessments may be made against a Unit Owner or FHLMC or FHLMC’s designee; or (ii) by the terms of the carrier’s charter, bylaws or policy, loss payments are contingent upon action by the carrier’s board of directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which would prevent FHLMC or an Owner from collecting insurance proceeds.

(g) obtain a fidelity bond or insurance covering dishonest acts on the part of Directors, managers, volunteers, trustees, officers and employees (without regard to whether the forgoing served with or without compensation) of the Association handling or responsible for handling funds belonging to or administered by the Association. Such bond or insurance shall name the Association as the named insured and the amount of such bond or insurance shall be in no event less than the greater of (i) one and one-half (1-1/2) times the Association’s estimated annual operating expenses and reserves, or (ii) if FNMA is the mortgagee of any Unit, the amount required by FNMA. Such bond or insurance shall include all appropriate endorsements to cover any persons who serve without compensation if the bond or policy would not otherwise cover volunteers, and, if FNMA is the mortgagee of any Unit, shall provide that such bond or insurance cannot be cancelled (for nonpayment of premium or for any other reason) or substantially modified without at least thirty (30) days’ prior written notice to the Board of Directors and to FNMA, in care of its servicer.

ARTICLE VI

Officers

Section 1. Officers. The officers of the Association shall be President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, and a

Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. The President shall be a Director of the Association. Other officers may be, but need not be, directors of the Association.

Section 2. Election, Term of Office and Vacancies. The officers of the Association will be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, and shall serve at the pleasure of the Board. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors.

Section 3. Removal. Any officer may be removed by the Board of Directors at any time with or without cause.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be chief executive officer of the Association.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it affective.

ARTICLE VII

Committees

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the Directors in office, may designate one or more committees, each of which shall consist of at least two Directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association; provided, however, that no such committee shall have authority of the Board of Directors as to the following matters; the dissolution, merger or consolidation of the Association; the amendment of the Declaration, Bylaws or Articles of Incorporation of the Association; the sale, lease, encumbrance or exchange of all or substantially all of the property of the Association; the designation of any committee or the filling of vacancies in the Board of Directors or in any such committee; the amendment or repeal of these Bylaws or the adoption of new Bylaws; or the amendment or repeal of any resolution of the Board of Directors which by its terms shall not be so amendable or repealable.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the Association may be designated by a resolution adopted by a majority of Directors present at a meeting at which quorum is present. Such committees shall perform such duties and have such powers as may be provided in the resolution.

Section 3. Rules. Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VIII

Managing Agent

The Board of Directors shall employ for the Association a professional Managing Agent at a compensation established by the Board of Directors to perform such duties as the Board of Directors shall authorize. The Board of Directors may delegate to the Managing Agent such appropriate powers as are necessary for the Managing Agent to discharge its responsibilities relating to the maintenance and management of the Common Areas and facilities and other portions of the Community for which the Association is responsible pursuant to the provisions of the Declaration. Any contract with a Managing Agent shall be for a maximum contract term that does not exceed three (3) years and shall provide that it may be terminated by either party, with or without cause and without payment of any termination fee, on ninety (90) days' written notice; provided, however, if the FNMA and FHLMC are both mortgagees of Units, such contract shall be for a term not to exceed one (1) year in lieu of the aforesaid three-year term and shall provide, in addition to the aforesaid right of termination on ninety (90) days' written notice, that it may be terminated by the Association, with cause, on thirty (30) days' written notice, and if FNMA (but not FHLMC) is a mortgagee of any Unit, such contract shall be for a term not to exceed one (1) year and shall provide that it may be terminated by the Association only with cause and then upon thirty (30) days' prior written notice. The requirements and limitations stated in the preceding sentences are for the benefit of FNMA and FHLMC and may be waived, in whole or in part, in writing by FNMA or FHLMC, as the case may be, and if so waived shall not be binding on the Association. Notwithstanding the foregoing rights of termination, if the FNMA is a mortgagee of any Unit and a Managing Agent has been employed by the Board of Directors, the Board may not terminate such contract and assume self-management of the Community without obtaining the prior written approval of all institutional mortgagees of the Units.

ARTICLE IX

Leasing of Units

No portion of a Living Unit (other than the entire Living Unit) may be rented, and no transient tenants (occupying the Living Unit for less than six months) may be accommodated therein; provided however, if the FNMA is a mortgagee of any Unit, the foregoing restrictions shall not apply to a lender in possession of the Living Unit following a default under the first mortgage, foreclosure of a first mortgage or any deed or other arrangement in lieu of foreclosure. All leases shall be in writing and the owner of a Living Unit which is being leased shall provide the Board of Directors with a copy of such lease promptly after its execution. Each lease shall provide that (i) occupancy of the Unit is subject to the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and any Rules and Regulations adopted pursuant to the Declaration, as all of the foregoing may be amended from time to time, (ii) any failure of the lessee to comply with the provisions of the foregoing documents shall be a default under the lease, and (iii) in the event of any inconsistency between the provisions of the lease, and the Declaration, the Articles of Incorporation, these Bylaws or the Rules and Regulations, the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations, in that order, shall prevail. A copy of the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations shall be attached to each lease of a Living Unit and made a part thereof. The provisions of this article relating to limitations on the duration of

leases shall not apply to Living Units owned by the Declarant during the time they are owned by the Declarant.

ARTICLE X

Remedies, Late Fees, and Enforcement of Covenants

Section 1. Board of Directors Power to Enforce. To assist the Association in providing for congenial occupancy and the protection of the value of the Community, the Board of Directors shall have the right and authority to exercise reasonable controls over the use of the Community as more fully provided in the Declaration. Violations of the covenants, conditions, restrictions, and easements, and the rules and regulations shall not be permitted, and the Board of Directors is authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator as more fully provided herein below.

Section 2. Entitlement to Attorney's Fees. In any proceeding by the Association or by an Owner to enforce any restriction, condition, covenant, reservation, easement, lien or charge now or hereafter duly imposed, and provided that the plaintiff Association or plaintiff Owner prevails, such party shall be entitled to an award of its reasonable attorney's fees and litigation costs and expenses incurred in prosecuting the proceeding.

Section 3. Fines. After providing such due process as may be required, the Association's Board of Directors shall have the power to impose a fine upon an Owner of not more than twenty-five dollars (\$25.00) per day for each initial violation or for each repeated violation, of any of the provisions of the Declaration, these Bylaws, or rules and regulations of the Association. For the purposes of this section, each day any such violation continues shall be deemed to be a separate such violation. As determined by the Board of Directors, interest on the unpaid amount of any fine shall accrue at a rate not to exceed the maximum legal rate permitted from time to time in the State of Maryland. In the event of litigation to collect the amount of any fine imposed pursuant to the terms of these Bylaws, the person obligated to pay such fine shall further be obligated to pay to the Association reasonable attorney's fees and any costs of collection in connection therewith. Such fines shall be in addition to other remedies available to the Board of Directors.

Section 4. Late Fees. A late charge not to exceed \$15 or one-tenth of the total amount of any delinquent assessment or installment, whichever is greater, may be imposed by the Board of Directors of the Association if any assessment or installment thereof is not paid within 15 days of the date due.

Section 5. Other Remedies. The failure of any Member to comply with the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations will give rise to a cause of action in the Association, and any aggrieved Member and his or her mortgagee for the recovery of damages, or for injunctive or other equitable relief, or both.

ARTICLE XI

Books and Records

The books and records of the Association shall be available for examination and inspection by the Members, the first mortgagees of the Lots or Living Units or any other portion of the

Community, and the duly authorized agents or attorneys of the Members and such first mortgagees, during normal business hours. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once during each fiscal year by an outside auditor employed by the Board of Directors who shall not be a resident of the Community or a Member of the Association and who shall prepare, within ninety (90) days after the close of each fiscal year, based upon such audit, a financial statement for the Association. Such statement shall be distributed prior to the expiration of the aforementioned ninety-day period to each member who shall request the same in writing and, if FNMA is the mortgagee of any Living Unit, to each institutional holder of the first mortgage on a Living Unit who, by written notice to the Board of Directors containing the name and address of such institutional first mortgagee, requests a copy of such statement. The Declaration, the Articles of Incorporation, these Bylaws and the Rules and Regulations of the Association shall be available for inspection by any Member at the principal office of the Association during normal business hours.

ARTICLE XII

Construction

In the event of a conflict between the Declaration and the Articles of Incorporation or these Bylaws, the Declaration shall control; and in the case of any conflict between the Articles of Incorporation and these Bylaws that the Declaration does not resolve, the Articles of Incorporation shall control.

ARTICLE XIII

Indemnity

Any person made a party to any action, suit or proceeding by reason of the fact that he or she is or was a Director, officer, or employee of the Association or of any corporation in which he or she served as such at the request of the Association, shall be and hereby is indemnified by the Association against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by such person in connection with the defense of such action, suit or proceedings, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding, or in connection with any appeal therein that such officer, Director or employee is liable for gross negligence or willful misconduct in the performance of his or her duties.

ARTICLE XIV

Corporate Seal

The Association shall have a seal in circular form having within its circumference the name of the Association and the jurisdiction and year of its incorporation.

ARTICLE XV

Amendments

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted, by the vote of two-thirds of the members of the Board of Directors or by an affirmative vote of at least two-thirds of the total number of votes of the Association membership.

ARTICLE XVI

Mortgagees

Section 1. Notice to Board of Directors. An Owner who mortgages his or her Lot or Living Unit shall notify the Board of Directors, in writing, of the name and address of his or her mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors.

Section 2. Notice of Default. The Board of Directors, when giving notice to a Lot or Living Unit Owner of a default in paying an assessment or any other default in the compliance by such Owner with any of the terms of the Declaration, the Articles of Incorporation, these Bylaws, or the Rules and Regulations, shall send a copy of such notice to each holder of a mortgage covering such Owner's Lot or Living Unit whose name and address have theretofore been furnished to the Board of Directors. In addition, in the case of a first mortgage, if such default shall continue uncured for sixty (60) days, the Board of Directors shall send written notice thereof to such first mortgagee; provided, however, if FNMA is the mortgagee of any Living Unit, the Board of Directors shall, in addition to the aforementioned notices, send to each such first mortgagee written notice of any such default continuing uncured for thirty (30) days.

Section 3. Notice of Damage; Condemnation. In the event of substantial damage to or destruction of any Living Unit (in excess of \$1000) or to any part of the Common Areas (in excess of \$10,000), the holder of any first mortgage on a Living Unit shall be given timely written notice by the Board of Directors of any such damage or destruction. If any Lot or Living Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on a Lot or Living Unit shall be given timely written notice by the Board of Directors of any such proceeding or proposed acquisition.

Section 4. Definition. The term "mortgage" as used herein shall mean any mortgage, deed of trust or similar security instrument.

ARTICLE XVII

Approval of Mortgagees

These Bylaws and the Articles of Incorporation contain provisions concerning various rights, priorities, remedies and interests of the mortgagees of Lots or Living Units. Such provisions in these Bylaws and the Articles of Incorporation are to be construed as covenants for the protection of such mortgagees on which they may rely in making loans secured by mortgages on the Living Units. Accordingly, no amendment or modification of these Bylaws or the Articles of

Incorporation impairing or affecting such rights, priorities, remedies, or interests of a mortgagee shall be adopted without the prior written consent of such mortgagees; provided, however, in the event FNMA is the holder of a mortgage on any Lot or Living Unit, no amendment or modification of these Bylaws or the Articles of Incorporation shall be adopted without the prior written consent of each institutional holder of a first mortgage on a Lot or Living Unit. If there is more than one (1) mortgagee holding mortgages on the Lots and Living Units, it shall be sufficient, in the case of provisions benefitting only first mortgagees of Lots or Living Units to obtain the written consent of the mortgagee or mortgagees holding first mortgages on fifty-one percent (51%) or more of the mortgages on Lots or Living Units encumbered by first mortgages, and in the case of provisions benefitting all mortgagees of Lots and Living Units, to obtain the written consent of the mortgagee or mortgagees holding mortgages on fifty-one percent (51%) or more of the Lots and Living Units encumbered by mortgages.

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY that on this _____ day of _____, 20__ the foregoing Amended and Restated Bylaws of The Landings Homeowners Association, Inc. was approved by the affirmative vote of two-thirds of the members of the Board of Directors (as currently specified in Article XV of the Bylaws) at a meeting of the Board of Directors duly called for such purpose on _____ day of _____, 20__.

AS WITNESS my hand and seal.

President
The Landings Homeowners Association, Inc.

STATE OF MARYLAND, _____ COUNTY:

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared _____ who is known to me to be or has been satisfactorily proven to be the person whose name is subscribed to the foregoing Certificate of Approval and said person made an oath in due form of law that the matters and facts stated in the said Certificate of Approval are true to the best of said person's knowledge and belief, and said person acknowledged the execution of the foregoing Certificate of Approval to be his/her/their act.

AS WITNESS my signature and notarial seal

Notary Public

My commission expires: _____

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY that on this _____ day of _____, 20__ the foregoing Amended and Restated Bylaws of The Landings Homeowners Association, Inc. was approved by the affirmative vote of two-thirds of the members of the Board of Directors (as currently specified in Article XV of the Bylaws) at a meeting of the Board of Directors duly called for such purpose on _____ day of _____, 20__.

AS WITNESS my hand and seal.

Secretary
The Landings Homeowners Association, Inc.

STATE OF MARYLAND, _____ COUNTY:

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared _____ who is known to me to be or has been satisfactorily proven to be the person whose name is subscribed to the foregoing Certificate of Approval and said person made an oath in due form of law that the matters and facts stated in the said Certificate of Approval are true to the best of said person's knowledge and belief, and said person acknowledged the execution of the foregoing Certificate of Approval to be his/her/their act.

AS WITNESS my signature and notarial seal

Notary Public

My commission expires: _____

TO THE CLERK: AFTER RECORDATION RETURN TO:
Michael S. Neall & Associates, P.C.
147 Old Solomons Island Road, Ste 400, Annapolis, MD 21401
Phone (410) 757-9454