

**AMENDED AND RESTATED BYLAWS OF
THE LANDINGS AT PINEY POINT HOMEOWNERS
ASSOCIATION INC.**

(A Maryland Non-Stock Corporation)

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WHEREAS, Md. Code, Real Property Article § 11B-116(c) states that “Notwithstanding the provisions of a governing document, a homeowners association may amend the governing document by the affirmative vote of lot owners in good standing having at least 60% of the votes in the development, or by a lower percentage if required in the governing document.”;

WHEREAS, the Bylaws of The Landings at Piney Point Homeowners Association, Inc. (the “Association”) qualifies as a governing document pursuant to Md. Code, Real Property Article §§ 11B-116(a)(2)(ii);

WHEREAS, the Association desires to amend and restate the Association’s Bylaws in their entirety in order to account for changes in the community since its original creation and to account for changes that are being made simultaneously to the Declaration;

WHEREAS, the Association obtained the affirmative vote of Members of the Association in good standing having at least 60% of the votes in the Association in support of this amending and restating the Bylaws as set forth below at a duly called meeting of the Association on 31 MAY, 2021. The records of said vote are filed with the corporate records of the Association.

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and made a material part of these Bylaws, the Association hereby adopts the following as the Bylaws of the Association:

ARTICLE I. NAME AND LOCATION

The name of the corporation is The Landings at Piney Point Homeowners Association, Inc., hereinafter referred to as the “Association”. The principal office of the Association shall be located at such place as may be subsequently designated, if needed, by the Board. The mailing address of the Association will be The Landings at Piney Point Homeowners Association, Inc. Post Office Box 167, Tall Timbers, MD 20690 or at such other address as the Board may determine from time to time. Meetings of Members and Directors may be held at such places within Saint Mary’s County Maryland as may be designated by the Board.

ARTICLE II. DEFINITION OF TERMS

Capitalized terms used in these Bylaws, including in the recitals above, will have those meanings given to them in the Amended and Restated Declaration of Covenants, Restrictions and Conditions of The Landings at Piney Point Declaration as it has been recorded among the Land Records of St. Mary’s County, Maryland or such other meaning given them in these Bylaws.

ARTICLE III. BOARD: SELECTION; TERM OF OFFICE

Section 1. Board of Directors of the Association will consist of Members of the Association in good standing. Board members are hereafter referred to as “Directors.”

Section 2. Number. The affairs of the Association will be managed by a Board of five (5) Directors.

Section 3. Election and Term. Directors will be elected by ballot which may be cast by paper or electronically and submitted no later than the date specified by the Board. The election results will be presented at the annual summer meeting of the Members. At the first annual election after the adoption of these Amended and Restated Bylaws, the two individuals who receive the most votes will be elected to a two-year term and the remaining individual(s) elected to the Board will serve one-year terms. However, thereafter, each Director will be elected to a two-year term so that the terms of the Directors are staggered, and an entirely new Board is never elected at one time.

Section 4. Removal and Replacement. Any Director may be removed from the Board, with or without cause, by a majority vote of all Members of the Association. Ballots shall be cast as described in Section 3 above. In the event of death, resignation or removal of a Director, a successor shall be appointed by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 5. Compensation. No Director may receive compensation for any service rendered to the Association. Directors may, however, be reimbursed for their actual expenses incurred in the performance of their duties.

Section 6. Action Taken Without a Meeting. Except as otherwise provided by law, including, but not limited to, the provisions of the Maryland Homeowners Association Act, any action required or permitted to be taken at a meeting of the Board, may be taken without a meeting, if unanimous consent is given in writing or by electronic transmission by each member of the Board entitled to vote on the matter and filed in paper or electronic form with the minutes of proceedings of the Board.

ARTICLE IV. MEETING OF DIRECTORS

Section 1. Regular Meetings. Meetings of the Board must be scheduled at regular intervals, at such place, date and hour as selected by the Board. The Board may conduct its meetings by telephone or any other means of written, oral or electronic communication, provided they otherwise comply with Section 11B-111 of the Act.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the

President of the Association, or by any two Directors, after providing notice to each Director at least three days prior to the special meeting.

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

Section 4. Notice of Special Meetings - Board. Notice of any special meetings of the Board must be given by written notice delivered personally or transmitted by facsimile, e-mail, text or mailed to each Director at his business or resident address. If mailed, such notice will be deemed to be given two days after deposit in the United States mail properly addressed, with postage thereon prepaid.

Section 5. Notice to Members - Open Meetings. Notwithstanding any of the provisions of this Article, except as otherwise provided by the Act, all meetings of the Board must be open to all Members of the Association or their agents, and all such Members shall be given reasonable notice of all regularly scheduled open meetings of the Board. Notice of such meetings may be transmitted by mail, e-mail, newsletter or posted on the Association's web site. Notwithstanding the foregoing, the Board may meet in closed session in accordance with MD Code, Real Property Article § 11B-111, as amended or superseded from time to time.

Section 6. Place of Meetings. All meetings of Directors shall be held within The Landings at Piney Point or at such other place within St. Mary's County, MD, United States as shall be designated by the Board.

ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Any Member may be nominated by another Member as a candidate to serve on the Board, but the Member nominated must accept such nomination for it to be effective. Individual Members may nominate themselves as candidates as well.

Section 2. Election. Election to the Board shall be by secret written paper or electronic ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration but no more than one vote per Lot owned. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Election Committee. To administer the elections for the Board, the Board shall appoint an Election Committee and select a person to serve as the chairperson. The Election Committee will have the responsibility for administering the election in a fair and impartial manner.

Section 4. Guidance to the Board Regarding Committee Membership. A member of the Election Committee may not be a candidate for the Board.

Section 5. Election Committee Guidelines and Responsibilities. The Election Committee shall:

(a) Maintain the safekeeping of the written and electronic ballots once collected and forward them for record keeping purposes to the Association's Secretary upon completion of the election. A report of election results will be retained among the Association's records.

(b) Follow such verification procedures as may be adopted by the Board regarding votes cast, genuineness of signatures, validity of written or electronic votes cast, and such other matters as will ensure a fair election.

(c) Tabulate the ballots in such a manner as to ensure the integrity of the election process and its compliance with applicable State and County laws governing homeowner's association elections and present results to the Board.

(d) Refrain from campaigning either for or against any nominee during the election for which they are serving as Election Committee members.

(e) Retain confidential tabulations and not share any information regarding the same outside of the Election Committee until the results have been presented to the Board and communicated to Members at the annual meeting, via e-mail and or first-class mail.

ARTICLE VI. DUTIES AND POWERS OF THE BOARD OF DIRECTORS

Section 1. Duties. It is the duty of the Board, and the Board will have the power and authority:

(a) To keep a complete record of all its acts and corporate affairs and present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

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

(c) As more fully provided herein and in the Declaration:

1) To fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

2) To send written notice, by letter or by e-mail, of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

3) To exercise any rights and remedies provided for in the Declaration for non-payment of assessments.

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate will be conclusive evidence of any assessment therein stated to have been paid;

(e) To collect delinquent assessments and penalties and to create, record, and foreclose the lien securing the said assessments and to hire attorneys, accountants, and other professionals to do the same;

(f) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;

(g) To purchase fidelity insurance in accordance with Section 11B-111.6 of the Act, as amended or superseded from time to time;

(h) To cause the Common Area, including but not limited to the storm drain easements located within the Common Areas, to be maintained;

(i) To cause the exterior of the Homes and other improvements to be maintained by the Owners in accordance with the Declaration. To enforce any provision of the Declaration or these Bylaws in accordance with the Declaration or as otherwise permitted by law. To take any action as may be required under the Declaration;

(j) To contract for and on behalf of the Association for goods, materials, or services in accordance with the budget of the Association, including any capital improvements, replacements, or repairs provided the cost of same can be funded from either Association resources, special assessments, or financing. Except in an emergency, competitive bids should be sought for all procurements. The Board shall create and publish a Justification & Approval for all non-competitive procurements except as authorized in this subparagraph. The Board may authorize procurements less than \$5000 without a Justification & Approval;

(k) To retain attorneys, accountants, and other professionals on such terms as are approved by the Board;

(l) To inform the Members of activities, functions and assessments of the Association;

(m) To maintain a directory of the mailing addresses and email addresses of the Members, as the same may be provided to the Board by the Members from time to time, for use in distributing information and official notices to the Members. In the absence of any information provided by the Member, the Board may mail notices to the physical address of the Lot owned by the Member or the mailing address for the Member as shown on the tax account records associated with the Lot as found on the website of the Maryland State Department of Assessments and Taxation;

(n) To take any other action as shall be reasonably required in the best interests of the Association in promoting the recreation, health, safety, welfare and enjoyment of the Property by its Members and Residents.

Section 2. Powers. The Board will have the following powers:

(a) To adopt and publish, from time to time, Rules and Regulations governing the use of the Common Area and Recreational Facilities, governing the personal conduct of the Owners, Residents, and their guests within the Common Areas and Recreational Facilities and to establish penalties for the infraction thereof, and to interpret the Declaration;

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

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

(d) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(e) To maintain, operate, and repair all Common Areas.

ARTICLE VII. COMMITTEES

Section 1. The Association may appoint an Architectural Committee as provided in the Declaration and shall appoint an Election Committee as provided in these Bylaws. In addition, the Board may appoint other committees as it deems appropriate in carrying out its purposes. Each committee will have those specific powers and authorities as determined by the Board. Membership on the committees will be by appointment by the Board. The Board may appoint and remove members of committees with

or without cause and has the absolute right, in its sole and absolute discretion to create or dissolve such committees as it deems appropriate. The members of the committees will not be entitled to any compensation for services performed as part of the committee. However, committee members may be reimbursed for authorized out-of-pocket expenses incurred in connection with the performance of their committee duties. A majority of the membership of a committee will constitute a quorum, and all actions of a committee will be made by a majority vote of the quorum present.

The following is a non-exhaustive list of possible committees with possible responsibilities, but is not intended to be binding upon the Board:

(a) A Social/Recreation Committee to support the Board on all matters pertaining to the recreational program and activities of the Association;

(b) A Grounds Committee to support the Board on all matters pertaining to the maintenance, repair, or improvement of the assigned Common Areas and storm drain easements;

(c) An Electronic Communications Committee to establish and maintain the Association's web-site, maintain the Association's Member directory, establish, manage, and maintain a secure voting system for conducting elections and community surveys, and to establish and maintain a secure system for electronic storage of the Association's records;

(d) A Beach Committee to oversee the maintenance of the beach area and its access for the recreation and enjoyment of the beach by Members;

(e) Marina Committee to deal with all matters pertaining to the safety, maintenance, repair, or improvement of the Marina and associated areas. It shall maintain a record of slip assignments and review and endorse modifications to the docks and slips proposed by Members;

(f) Playground Committee to deal with matters pertaining to the safety, maintenance, repair, or improvement of the playground;

(g) Tennis Court Committee to deal with all matters pertaining to the maintenance, repair, or improvement of the tennis court;

(h) Swimming Pool Committee to carry out actions on all matters pertaining to the safety, maintenance, repair, or improvement of the swimming pool, including the hiring and supervision of life guards and pool operators;

(i) RV Lot Committee to deal with all matters pertaining to the security, maintenance, repair, or improvement of the RV Lot, including equitable assignment of spaces within the RV Lot, with Owners

having priority;

(j) Neighborhood Watch Committee to deal with matters pertaining to the safety of the community, including Common Areas;

(k) Welcoming Committee to welcome new Residents to the community and provide useful information on the community and surrounding area.

Section 2. Each committee will support the Board in promoting the recreation, health, safety, welfare and enjoyment of the community by its Members and Residents. In the event of complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility, the committee shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director, or Officer of the Association as proper to achieve prompt and amicable resolution, where possible.

ARTICLE VIII. MEETING OF MEMBERS

Section 1. Regular Meetings. The Association shall hold its annual meeting during the summer months of each calendar year, at which meeting Board elections will be reported and the requirements of Section 11B-111(3)(iv) are satisfied, namely the meeting will include a time period in which Members of the Association may address the Board and agenda is open to any matter relating to the Association. The Association may also hold another general meeting during the winter months of each year at which meeting the Board may conduct whatever business it deems appropriate.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of Owners in good standing owning no less than 25% of the Lots.

Section 3. Notice of Meetings. Notice, in writing or by electronic transmission, of each meeting of the Members shall be given to each Member entitled to vote at the meeting by, or at the direction of, the Secretary or person authorized to call the meeting, not less than fifteen (15) nor more than ninety (90) days prior to each annual or special meeting. Such notice must specify the place, day, and hour of the meeting, and the means of remote communication, if any, by which Members and proxy holders may be deemed to be present in person and may vote at the meeting. In the case of a special meeting, the notice must contain the purpose of the meeting.

(a) Notice By Mail. If notice is provided by mail, it will be sent postage prepaid, within the aforesaid timeframe, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the Member books of the Association, or supplied by such Member to the Association for

the purpose of notice. Notice is given to a Member when it is mailed to the Member, at the Member's address as it appears on the Member books of the Association.

(b) Notice By Electronic Transmission. The Association may provide notice of a meeting or deliver information to a Member by electronic transmission if (1) the Member gives the Association prior written authorization to provide notice of a meeting or deliver information by electronic transmission; and (2) an Officer or agent of the Association certifies in writing that the Association has provided notice of a meeting or delivered material or information as authorized by the Member. Notice is deemed to be given to a Member when it is transmitted to the Member by an electronic transmission to any address or number of the Member at which the Member receives electronic transmissions. Notice or delivery by electronic transmission shall be considered ineffective if: (1) the Association is unable to deliver two consecutive notices; and (2) the inability to deliver the electronic transmission becomes known to the person responsible for sending the electronic transmission. The inadvertent failure to deliver notice by electronic transmission does not invalidate any meeting or other action.

Any notice given by the Association to a Member is effective if given by a single notice, in writing or by electronic transmission, to all Members who share an address if: (1) the Association gives notices, in writing or by electronic transmission, to the Member of its intent to give a single notice; and (2) the Member (i) consents to receiving a single notice; or (ii) fails to object in writing within 60 days after the Association gives notice to the Member of its intent to give a single notice. A Member may revoke consent given, whether affirmative or implied, by written notice to the Association.

(c) Waiver Of Notice. Attendance by a Member at any meeting of the Members, either in person or by proxy, constitutes a waiver of notice by the Member of the time, place, and purpose of that meeting. Notice of any annual or special meeting of the Members of the Association may also be waived by any Member either prior to or after any such meeting by delivering a written waiver or a waiver by electronic transmission, which is filed with the records of the Member's meetings.

(d) Notice Regarding Lack of Quorum. Each notice must also include a notice that if there are not enough Members at the meeting in person or by proxy to establish a quorum, then pursuant to Section 5-206 of the Corporations and Associations Article of the Maryland Code, a second meeting may be called and at least 15 day notice will be given. At the second meeting, the Members present in person or by proxy will constitute a quorum. Unless the Bylaws, Declaration, or Articles of Incorporation state otherwise, a majority of the Members present in person or by proxy at the second meeting may approve or authorize the proposed actions and may take any other action that could have been taken at the original meeting if there had been a quorum at that meeting.

Section 4. Quorum. At each meeting called, as provided in Section 3 hereof, the presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes will constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the

Declaration, or these Bylaws.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy will be revocable and will automatically cease upon conveyance by the Member of its Lot.

Section 6. Place of Meetings. All meetings of Members may be held at The Landings at Piney Point or at such other place within St. Mary's County, MD as stated in the notice of the meeting.

Section 7. Special Approvals. A Super-Majority Vote of Members is required to authorize the Association to take the following actions:

1. The purchase or conveyance of real estate, including Common Areas, and
2. The permanent closure, termination of, or construction of a new Recreational Facility.

ARTICLE IX. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association will be president, secretary, and treasurer and such other officers as the Board may from time to time by resolution create, including but not limited to, first vice president and second vice president. Officers must be Members of the Association.

Section 2. Election of Officers and Term. The officers of the Association will be elected annually by the Board at the organizational meeting of each new Board of Directors, following each annual meeting of the Members. The officers will hold office for one (1) year or until their successors are appointed, unless said officers shall sooner resign, or are removed or otherwise disqualified to serve.

Section 3. Special Appointment. The Board may assign such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may, from time to time, require.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

Section 5. Vacancies. In the event of death, resignation, or removal of an Officer, his or her successor will be appointed by the remaining members of the Board and will serve for the unexpired term of the predecessor.

Section 6. Duties. Duties of the Officers are as follows:

(a) PRESIDENT: The president shall preside at all meetings of the Board at which she/he is present; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments as approved by the Board.

(b) VICE PRESIDENT(S): The vice president(s) if appointed, shall act in the place and stead of the President in the event of her/his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of by the Board.

(c) SECRETARY: The secretary shall record the votes and prepare the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; assure appropriate current records are kept showing the Members of the Association together with their contact information; assure archives of the Associations records are maintained; and, shall perform such other duties as required by the Board.

(d) TREASURER: The treasurer shall see to the deposit in appropriate accounts all monies received by the Association and shall see to the disbursement of such funds as approved by the Board; shall maintain the books of the Association, an examination of which shall be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget for approval of the Directors and a statement of income and expenditures to be presented to and approved by the Members at its regular annual meetings, and made available to each of the Members; and shall, upon the request of the Board, furnish a corporate surety bond in a sum satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association of all books, papers, vouchers, money or other property of whatever kind in her/his possession, or under his control, belonging to the Association. The Association shall pay all premiums for said bond.

(e) All checks and promissory notes issued by the Association must be signed by two Directors.

ARTICLE X. BOOKS AND RECORDS

Subject to the provisions of the Act, the books, records, and papers of the Association will at all times, upon notice, during reasonable business hours, be subject to inspection by any Member, mortgagee, or their duly authorized agent or attorney, at some place designated by the Board, during normal business

hours and for purposes reasonably related to their respective interests and after reasonable notice. The Declaration, the Articles of Incorporation and the Bylaws of the Association will be available electronically on the Association's website, where copies may be extracted by the Member. Books and records kept by or on behalf of the Association may be withheld from public inspection as permitted by Maryland law. The Association may impose a reasonable charge upon a person desiring to review or copy the books and records as permitted by the Act.

ARTICLE XI. LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall indemnify every person who is or was an officer or Director of the Association and who was, is, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit, or proceeding by reason of service in that capacity, whether civil, criminal, administrative, or investigative, if that person (i) acted in good faith; and (ii) reasonably believed (a) in the case of conduct in that person's official capacity, that the conduct was in the best interests of the Association; and (b) in all other cases that the conduct was at least not opposed to the best interests of the Association; and (iii) in the case of any criminal proceeding, had no reasonable cause to believe that the conduct was unlawful. The indemnification provided for in this Article is against judgments, penalties, fines, settlements, and reasonable expenses actually incurred by the Director or officer in connection with any such threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, provided, however, that if any such action, suit, or proceeding was one by or in the right of the Association, indemnification shall be made only against reasonable expenses incurred by the Director or officer in connection with the proceeding, claim, issue, or matter in which the Director or officer has been successful, and shall not be made in respect of any proceeding in which the person otherwise entitled to indemnification pursuant to the provisions of this Article shall have been adjudged to be liable to the Association. The termination of any such action, suit, or proceeding by judgment, order, or settlement, does not create a presumption that the person otherwise entitled to indemnification did not meet the requisite standard of conduct set forth in this Article. The termination of any such action, suit, or proceeding by conviction or upon a plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that the person otherwise entitled to indemnification did not meet the requisite standard of conduct set forth in this Article. A person who is or was an officer or Director of the Association is not indemnified under the provisions of this Article in respect of any threatened, pending, or completed action, suit, or proceeding charging improper personal benefit to that person, whether or not involving action in that person's official capacity, in which the person was adjudged to be liable on the basis that personal benefit was improperly received.

The provisions of this Article are intended to provide every person who is or was an officer or Director of the Association and who was, is, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit, or proceeding by reason of service in that capacity,

with indemnification to the extent permitted in Md. Code Ann., Corporations and Associations Article § 2 418(b), as from time to time amended or superseded. Indemnification under this Article may not be made by the Association unless authorized in the specific case after a determination has been made that indemnification is permissible because the person who is or was an officer or Director of the Association has met the standard of conduct set forth in this Article. Such determination shall be made in the manner provided in Md. Code Ann., Corporations and Associations Article § 2 418(b), as from time to time amended or superseded. Reasonable expenses incurred by any person who is or was an officer or Director of the Association and who is a party to any threatened, pending, or completed action, suit, or proceeding by reason of service in that capacity, may be paid or reimbursed by the Association in advance of the final disposition of that proceeding, after a determination that the fact then known to those making the determination would not preclude indemnification under this Article, upon receipt by the Association of:

(a) a written affirmation by that person of that person's good faith belief that the standard of conduct necessary for indemnification by the Association as authorized in this Article has been met; and

(b) a written undertaking by or on behalf of that person to repay the amount if it shall ultimately be determined that the standard of conduct necessary for indemnification by the Association as authorized in this Article has not been met. The undertaking required by this subparagraph (b) shall be an unlimited general obligation of the person making it but need not be secured and may be accepted without reference to financial ability to make the repayment.

Determination and authorization of payments under this Article shall be in the manner specified in Md. Code Ann., Corporations and Associations Article § 2 418(b), as from time to time amended or superseded. The Officers and Directors of the Association shall not be liable to the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association except to the extent that such Officers or Directors may also be Class A members of the Association, and the Association shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment, except as aforesaid. The provisions of this Article do not limit the power of the Association to pay or reimburse expenses incurred by any person who is an Officer or Director of the Association in connection with an appearance as a witness in any proceeding by reason of service in that capacity, or otherwise involving the Association, when that person has not been made a named defendant or respondent in the proceeding. Any right to indemnification provided for in this Article shall be in addition to, and not exclusive of, any other rights to which any person who is or was an Officer or Director of the Association may be entitled by law, or otherwise. The Association may purchase and maintain insurance on behalf of any person who is or was an Officer or Director of the Association against any liability asserted against and incurred by such person in any such capacity or arising out of such person's position, whether or not the Association would have the power to indemnify against such liability pursuant to the provisions of this Article, or otherwise. The

Association may provide similar protection, including a trust fund, letter of credit, or surety bond, not inconsistent with the aforementioned. Any indemnification of, or advance of expenses to, any person in accordance with the provisions of this Article, if arising out of a proceeding by or in the right of the Association, shall be reported in writing to the members of the Association with notice of the next annual meeting of members of the Association or prior to the next annual meeting of Members. With respect to an employee or agent, other than a Director or Officer of the Association, the Association may, as determined by the Board of Directors of the Association, indemnify and advance expenses to such employee or agent in connection with a proceeding to the extent permitted by, and, in accordance with this Article.

Section 2. Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association. A contract or other transaction between the Association and any of its Directors, or between the Association and any other corporation, firm, or other entity in which any of its Director is a director or has a material financial interest is not void or voidable solely because of the common directorship or interest, or because the Director is present at the meeting of the Board of Directors or a Committee of the Board of Directors which authorizes, approves, or ratifies the contract or transaction, or because the vote of the Director was counted for the authorization, approval, or ratification of the contract or transaction, if any of the following conditions exist:

(a) the fact of the common directorship or interest is disclosed in writing or known to the Board of Directors, and the Board of Directors authorizes, approves, or ratifies the contract or transaction by the affirmative vote of a majority of disinterested Directors, even if the disinterested Directors constitute less than a quorum; or

(b) the fact of the common directorship or interest is disclosed or known to the members of the Association entitled to vote, and the contract or transaction is authorized, approved, or ratified by a majority of the votes cast by the members entitled to vote other than the votes appurtenant to memberships owned by the interested Director or corporation, firm or other entity; or

(c) the contract or transaction is fair and reasonable to the Association at the time it was authorized, approved, or ratified.

Common or interested Directors or the votes which they are entitled to cast or which are entitled to be cast by an interested corporation, firm, or other entity, may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee of the Board of Directors or at a meeting of the members, as the circumstances may require, at which the contract or transaction is authorized, approved, or ratified. If a contract or transaction is not authorized, approved, or ratified in the manner provided for in subparagraphs (a) or (b) of this paragraph, the person asserting the validity of the contract or transaction bears the burden of proving that the contract or transaction was fair and reasonable to the Association at the time it was authorized, approved, or ratified.

ARTICLE XII. AMENDMENTS

Section 1. The provisions of these Bylaws may be amended by a Super-Majority Vote of the Members, unless otherwise provided by law.

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

IN WITNESS WHEREOF, we, being the members of the Board of Directors of The Landings at Piney Point Homeowners Association, Inc. do confirm that these Bylaws were approved by at least 60% of the Members of the Association at a meeting of the Association duly held on 31 May 2021, 2021, and join our signatures hereto to confirm the adoption of these Bylaws as the Bylaws of the Association.

Edward J Klysk J

Roy Doms

Andrew Hume

Katharine S Malby

Elizabeth Cooper