

**BYLAWS OF
UPTOWN PROPERTY OWNERS ASSOCIATION, INC.**

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BYLAWS OF
UPTOWN PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE 1
NAME OF ASSOCIATION

The name of the corporation is UPTOWN PROPERTY OWNERS ASSOCIATION, INC., a District of Columbia nonstock, nonprofit corporation (the “Association”).

ARTICLE 2
DEFINITIONS

Any capitalized terms used herein shall be defined as set forth in the Declaration unless specifically provided otherwise in these Bylaws.

ARTICLE 3
ASSOCIATION MEMBERS; MEETING OF MEMBERS

Section 3.1. Membership in the Association. As set forth in Article 4 of the Declaration, the Association has two (2) classes of members, the Commercial Member Class and the Residential Member Class (each a “Member Class”). The Owner of the Commercial Lot is a member of the Commercial Member Class and each Owner of a Residential Lot is a member of the Residential Member Class. The Association shall establish the means and methods of collecting assessments for contribution to the Common Expenses and perform all of the other acts that may be required to be performed by the Association pursuant to the Declaration and these Bylaws. Except as to those matters which these Bylaws specifically require to be performed by the vote of the Members, the administration of the foregoing responsibilities shall be performed by the Board of Directors or its officers, as more particularly set forth herein.

Section 3.2. Organization and Annual Meetings. An initial organizational meeting of the Association shall be held subsequent to the filing of the Articles of Incorporation of the Association. Thereafter, the first annual meeting of the Members shall be held within twelve (12) months from the date of filing of the Articles of Incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter or such other date as may be selected by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. However, the failure to hold an annual meeting as aforesaid shall not diminish the power and authority of the Board of Directors or officers of the Association. At such annual meetings, Directors whose terms have expired shall be elected or appointed as set forth below. Notwithstanding anything to the contrary herein, during any time when there is not more than one Member of the Association, the action of such Member shall be deemed the action of the Association without the necessity of complying with the formalities set forth herein.

Section 3.3. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who

are entitled to vote not less than thirty-five percent (35%) of all of the votes of the membership. Notice of a Special Meeting shall be provided in accordance with Section 3.4 of these Bylaws or as may otherwise be required by law.

Section 3.4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Notice shall be given when it is (i) personally delivered to a Member, (ii) mailed to a Member at the Member's address as it last appears on the records of the Association, (iii) transmitted to a Member by electronic mail to any electronic mail address of the Member or by any other electronic means, or (iv) delivered by any other means allowed under applicable law. Such notice shall specify the time, date, and place of the meeting, and, in the case of a special meeting, the purpose(s) of the meeting. All meetings of the Members shall be held at places and times convenient to the greatest practicable number of Members, within or outside the District of Columbia. Meetings may be held by telephone conference, video conference, or similar electronic means. A Member may, in writing signed by him or her, waive notice of any meeting before or after the date of the meeting stated therein.

Section 3.5. 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 a consent in writing setting forth the action so taken shall be signed by all of the Members of the Association.

Section 3.6. Quorum; Actions. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, at least fifty percent (50%) of the total votes entitled to be cast by all voting Members in each Member Class shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. The vote of voting Members having at least fifty-one percent (51%) of the total votes of all voting members of each Member Class represented at the meeting in which a quorum is present shall be necessary to decide any issue to be voted upon by the Members, unless the issue is one upon which, by the express provision of law or the Declaration, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case such express provision shall govern and control.

Section 3.7. Voting. At every meeting of the Members, each Member shall have the right to cast one (1) vote for each Lot which the Member owns on each question, subject to Section 3.6 above.

(a) The vote for any membership which is owned by more than one person or entity may be exercised by any of the co-owners present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the votes for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question.

(b) In the event any membership is owned by a corporation, then the vote for such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary of the Association, prior to or during the meeting.

(c) The vote for any membership which is owned by a trust, partnership, limited liability company or other legal entity may be exercised by any trustee, partner, manager or authorized member thereof, as the case may be, and, unless any objection or protest by any other such trustee, partner, manager or member is noted at such meeting, the officer presiding over such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes.

(d) No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, 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.

Section 3.8. 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 or her Lot. No proxy shall be valid after eleven (11) months from its date, unless otherwise provided in the proxy. Any proxy must be in writing and must be filed with the Secretary in a form approved by the Board of Directors, which approval may not be unreasonably withheld, before the appointed time of each meeting. Any written proxy which conforms with the applicable laws of the District of Columbia corporations law shall be satisfactory and approved as to form by the Board of Directors.

Section 3.9. Rights of Mortgagees. Any Mortgagee of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such Mortgagee and the name of the person to whom notice of the annual and special meetings of the Members should be addressed. The Secretary of the Association shall maintain a roster of all Mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Members to each such Mortgagee in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the Members. Any such Mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Members and such representative may participate in the discussion at any such meeting and may, upon his or her request made to the Secretary in advance of the meeting, address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of meetings of the Members upon request made in writing to the Secretary.

Section 3.10. Open Meetings.

(a) All meetings of the Association, the Board or any committee of the Board of Directors shall be open to all Members of the Association or their agents, except that such meetings may be held in closed session for the following purposes:

- (i) Discussion of matters pertaining to employees and personnel;
- (ii) Protection of the privacy or reputation of individuals in matters not related to Association business;
- (iii) Consultation with legal counsel;
- (iv) Consultation with staff personnel, consultants, attorneys or other persons in connection with pending or potential litigation;
- (v) Investigative proceedings concerning possible or actual criminal misconduct;
- (vi) Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interests of the Association;
- (vii) Complying with a specific constitutional, statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure; or
- (viii) On an individually recorded affirmative vote of at least two-thirds (2/3) of the members of each Director Class (or committee, if applicable) present, for some other exceptional reason so compelling as to override the general public policy in favor of open meetings.

(b) If a meeting is held in closed session pursuant to the procedures established above:

- (i) No action may be taken and no matter may be discussed other than those permitted above; and
- (ii) A statement of the time, place and purpose of any closed meeting, the record of the vote of each member of the Board of Directors (or committee, if applicable) by which any meeting was closed, and the authority under this Section for closing the meeting shall be included in the minutes of the next meeting of the Board of Directors (or committee, if applicable).

ARTICLE 4
BOARD OF DIRECTORS; SELECTION; TERM; MEETINGS

Section 4.1. Qualification. Directors must be individuals who are either (a) designated by the Declarant, (b) Members, or (c) a representative of an entity Member named in a certificate filed by the Member with the Secretary.

Section 4.2. Number and Classes. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) natural persons. There shall be two classes of Directors, the Commercial Director Class consisting of one (1) Director, and the Residential Director Class consisting of two (2) Directors. The Declarant shall have the right to appoint all Directors until the Declarant has transferred fee simple title to three Residential Lots (the “**Board Transition Date**”). After the Board Transition Date, the Residential Director Class shall be elected by the Residential Owners and the Commercial Director Class shall be appointed by the Commercial Owner. A meeting of Members shall be held within sixty (60) days after the Board Transition Date for the initial election of the Residential Director Class by the Residential Owners and the Commercial Owner shall appoint the Commercial Director Class. Persons receiving a plurality of votes cast by Residential Owners in any Director elections for the Residential Director Class shall be elected to the Board.

Section 4.3. Term of Office. Until the Board Transition Date, Directors designated by the Declarant shall hold office at the pleasure of the Declarant. A Director elected or appointed after the Board Transition Date shall serve a term of three (3) years and until a successor is elected or appointed at the next annual meeting of Members following the expiration of such term, unless such Director shall sooner resign or be removed or is otherwise ineligible to serve as a Director. The Residential Owners may resolve at any annual meeting to establish the term of office for Directors in the Residential Director Class for a period less than three (3) years, provided that such change shall not curtail the term of office of any incumbent Director. Each Director shall hold office until the next meeting of the Board of Directors following the appointment or election of his or her successor. Co-Owners and/or residents of the same Residential Lot may not both serve simultaneously as Directors.

Section 4.4. Removal. Except with respect to members of the Board of Directors appointed by the Declarant prior to the Board Transition Date who shall serve at the pleasure of the Declarant (and may be removed and replaced by the Declarant prior to the Board Transition Date), at any regular or special meeting of the Association, any Director in the Residential Director Class may be removed from the Board, with or without cause, by the vote of a majority of the total number of Residential Owners. Any Director in the Commercial Director Class may be removed from the Board, with or without cause, by the Commercial Owner upon written notice of such removal to the Board and such notice shall identify a replacement Director. In the event of death, resignation or removal of a Director in the Residential Director Class, a meeting of Residential Owners shall be held within forty-five (45) days thereafter to elect a successor. In the event of death, resignation or removal of a Director in the Commercial Director Class, the Commercial Owner shall appoint a successor within forty-five (45) days thereafter.

Section 4.5. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 4.6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors and filing such approval with the minutes of the proceedings of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 4.7. Nomination of Directors. Nomination for election to the Board of Directors may be made by any Member in writing to the Secretary of the Association prior to the annual meeting of the Members. Nominations may also be made from the floor at the annual meeting.

Section 4.8. Election. Election to the Board of Directors shall be by secret written ballot. At such election the eligible Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws. Only directed proxies shall be valid for the purpose of casting of votes for election of members to the Board of Directors. All election materials prepared with funds of the Association shall list candidates in alphabetical order and shall not suggest a preference among candidates. The persons receiving the largest number of votes shall be elected. Votes shall not be counted until after the time allotted by the Association for voting has ended. Cumulative voting is not permitted. This Section 4.8 shall not apply to Directors appointed by the Declarant prior to the Board Transition Date or to the Commercial Owner as to its appointment of the Commercial Director Class, who may be appointed without the need for nominations or an election.

Section 4.9. Meetings of Directors; Deadlocks.

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

(b) Quorum. Attendance by the Director in the Commercial Director Class and at least one Director in the Residential Director Class shall constitute a quorum for the transaction of business at Board meetings. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting to a time not less than three (3) nor more than thirty (30) days from the date of the original meeting. At the adjourned meeting, if a quorum is present, any business which

might have been transacted at the meeting originally called may be transacted without further notice. Unless a greater number is expressly required under the Bylaws, the Declaration or the Articles of Incorporation for the Association, 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 and including the affirmative vote or consent of the Director in the Commercial Director Class shall be regarded as the act of the Board and shall be required for such act or decision to be effective.

(c) Deadlocks. To the extent that a required action by the Board cannot be obtained due to a deadlock that lasts for a minimum of fifteen (15) days, then any Director shall have the right, by written notice given promptly to the other Directors, to require that the deadlock be resolved through an expedited binding arbitration procedure. Upon any Director providing written notice to arbitrate, the Directors shall agree to an arbitrator within ten (10) business days thereafter. If the Directors are unable to agree to an arbitrator within such ten (10)-business day period, then each Director shall select an arbitrator within three (3) business days thereafter and the arbitrators selected by the Directors shall agree on the selection of another arbitrator who shall be the arbitrator to resolve the deadlock. If any Director fails to select an arbitrator for this purpose, the arbitrator(s) selected by the other Director(s) shall serve as the arbitrator to resolve the deadlock or to select another arbitrator to resolve the deadlock if multiple arbitrators are selected by the Directors. Each arbitrator shall be experienced in the resolution of disputes relating to mixed-use properties in the Washington, D.C. metropolitan area. Except for the selection of the arbitrators (which shall be made as outlined above) or as otherwise provided in this Section 4.9(c), the arbitration shall proceed in accordance with the JAMS Streamlined Arbitration Rules and Procedures effective at the time of such arbitration, unless the Directors unanimously agree otherwise. The arbitration need not be administered by JAMS so long as the applicable procedures are followed. However, if there is any dispute between the Directors as to the procedures, the arbitration shall be administered by JAMS.

Section 4.10. Fidelity Insurance. All officers, Directors and employees of the Association regularly handling or otherwise responsible for the funds of the Association shall be bonded or insured as required under Article 9 of the Declaration.

ARTICLE 5

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 5.1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations of the Association, including, without limitation, those relating to the use of the Common Area and any facilities situated thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and an opportunity for a hearing for a period not to exceed sixty (60) days for infraction of published rules;

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

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

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

(f) contract for services that benefit the Property.

Section 5.2. Duties. 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 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 not less than twenty percent (20%) of the Members who are entitled to vote;

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

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

(i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period (the Board may determine, at its discretion, to round the assessments applicable to each Lot to the nearest half dollar or whole dollar amount);

(ii) send written notice of each assessment to every Owner subject thereto at least fourteen (14) days in advance of the commencement date of the new assessments; and

(iii) foreclose the lien against any property for which assessments are not paid within sixty (60) days after their due date or to bring an action at law against the Owner personally obligated to pay the same;

(d) issue, or 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 these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) cause all officers or employees having fiscal responsibilities to be bonded or insured as required by the Declaration;

(f) cause the Common Area to be maintained and maintain any other property which is the responsibility of the Association pursuant to the Declaration or the direction of any

governmental agency or agreement or which is appurtenant to or serves and benefits any portion of the Property; and

(g) otherwise perform or cause to be performed the functions and obligations of the Board of Directors and the Association as provided for in the Declaration and Articles of Incorporation and these Bylaws, including collection of assessments payable pursuant to any cross easement or other similar agreement. The Association may periodically employ an insurance consultant if the Board of Directors deems it necessary to do so in order to analyze the insurance requirements of the Association.

Section 5.3. Committees. The Board of Directors may appoint any committees it deems necessary or appropriate in carrying out its purposes. All committees appointed by the Board of Directors shall hold meetings in accordance with Section 4.9 of these Bylaws.

Section 5.4. Management Agent. The Board of Directors may employ for the Association a Management Agent or manager in accordance with Article 10 of the Declaration 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.

ARTICLE 6

OFFICERS AND THEIR DUTIES

Section 6.1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create, all of which officers are to be elected by the Board of Directors.

Section 6.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members; provided that the initial Board of Directors shall elect the first group of officers at its first organizational meeting.

Section 6.3. Term. Each officer of the Association shall be elected annually by the Board and each shall hold office for one (1) year or until a successor is duly elected and qualified, unless the officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 6.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 6.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 6.7. Multiple Offices. The offices of Secretary, Treasurer and Vice President may be held by the same person, but in no event shall the same officer execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law.

Section 6.8. Duties. The duties of the officers are as follows (any of which may be assigned, in whole or in part, by the Board of Directors to the Management Agent in accordance with Section 5.4 of these Bylaws):

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign written instruments on behalf of the Association and shall co-sign all checks and promissory notes.

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

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Association; and shall perform such other duties as required by the Board.

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

Section 6.9. Compensation. No officer shall receive compensation for any service he or she may render to the Association. However, any officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE 7

LIABILITY AND INDEMNIFICATION

OF OFFICERS AND DIRECTORS

The Association shall indemnify every officer and Director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon an officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he or she may be made a party by reason of being or having been an officer or Director of the Association, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors of the Association shall not be liable to the Members of 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 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. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the Association or former officer or Director of the Association may be entitled.

ARTICLE 8 **INSURANCE**

Section 8.1. Association Insurance Requirements. The Board of Directors shall oversee the Association's insurance responsibilities set forth in Article 9 of the Declaration.

ARTICLE 9 **BOOKS AND RECORDS/FISCAL MANAGEMENT**

Section 9.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association which shall begin on the date of recordation of the Declaration. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequently dictate.

Section 9.2. Principal Office - Change of Same. The initial principal office of the Association shall be as set forth in the Articles of Incorporation of the Association. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 9.3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Common Area and any facilities situated thereon, services required or provided with respect to the same and any other expenses incurred by the Association. The amount of any assessment or portion of any assessment, required for payment of any capital expenditure or reserves of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the Members.

Section 9.4. Auditing. At the close of each fiscal year and at the election of the Board of Directors, the books and records of the Association may be audited by an independent Public Accountant whose report shall be prepared in accordance with generally accepted auditing standards, consistently applied. Based upon such report, if prepared, the Association shall furnish the Members and any Mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within one hundred twenty (120) days following the end of each fiscal year.

Section 9.5. Inspection of Books. The books and accounts of the Association, vouchers accrediting the entries made thereupon and all other records maintained by the Association shall be available for examination by the Members and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any Lot and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice. The Declaration, the Articles of Incorporation and these Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE 10 **ASSESSMENTS**

As more fully provided in the Declaration, unless otherwise exempt, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment may bear interest from the date of delinquency at the rate established by the Board of Directors, up to the maximum rate permitted by law, and the Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the Lot, and interest, late charges, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Member's Lot.

ARTICLE 11 **CORPORATE SEAL**

The Association may have a seal in circular form having within its circumference the words: UPTOWN PROPERTY OWNERS ASSOCIATION, INC., a District of Columbia nonstock, not for profit corporation. Alternatively, the Association may place the word "(SEAL)" adjacent to the signature of the person authorized to sign any document on behalf of the Association if a corporate seal is required.

ARTICLE 12 **AMENDMENTS**

These Bylaws may be amended, at a regular or special meeting of the Board of Directors, by a unanimous vote of all Directors.

ARTICLE 13 **INTERPRETATION/MISCELLANEOUS**

Section 13.1. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control, and in the event of any

conflict between these Bylaws and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 13.2. Notices. Unless another type of notice is specifically provided for in these Bylaws, any and all notices called for in these Bylaws shall be given in writing.

Section 13.3. Severability. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions of these Bylaws which can be given effect.

Section 13.4. Waiver. No restriction, condition, obligation or provisions of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 13.5. Captions. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws or to aid in the construction thereof.

Section 13.6. Number; Gender. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, we, being all of the Directors of UPTOWN PROPERTY OWNERS ASSOCIATION, INC., have hereunto set our hands this 29 day of July, 2025.

DocuSigned by:
Michael Keber
F1149F0DC3AA4FF...
Michael Keber, Director

Signed by:
Trevor Matese
E77927982F93471...
Trevor Matese, Director

DocuSigned by:
Valerie Riccardi
4C0F4058E884B3...
Valerie Riccardi, Director

* * *

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of UPTOWN PROPERTY OWNERS ASSOCIATION, INC., a District of Columbia nonstock, nonprofit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by the Board of Directors effective as of July 29, 2025.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 29 day of July, 2025.

Signed by:
Trevor Matese
E77927982F93471...
By: Trevor Matese, Secretary

(SEAL)