

**BY-LAWS OF
CILLIAN'S CROSSING HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
Name and Location**

The name of the corporation is Cillian's Crossing Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1046 Annapolis Road, Gambrills, MD 21054, which may be changed from time to time, and the meetings of members and Directors may be held at such place within the State of Maryland, as may be designated by the Board of Directors.

**ARTICLE II
Definitions**

Section 1. "Association" shall mean and refer to Cillian's Crossing Homeowners Association, Inc., a Maryland non-stock homeowner's membership corporation, its successors and assigns.

Section 2. "Builder" shall mean any person or entity which shall, in the ordinary course of such person's or entity's business, purchases one or more Lots without a residential dwelling on it from the Declarant and construct a dwelling on that Lot and sells or leases it to another person to occupy as such person's residence.

Section 3. "Common Area" shall mean the land and easements defined in the Declaration, open space and Common Area shown on the Plats and any amendments to the same.

Section 4. "Declarant" shall mean and refer to Pro CC Ventures, LLC, its successors and assigns, if such successors and assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions and Easements of Cillian's Crossing Homeowners Association applicable to the Property dated May 14, 2009, and recorded, (or intended to be recorded), among the Land Records of Baltimore County, State of Maryland, in Liber 28814, folio 352, et. seq.; a First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements of Cillian's Crossing Homeowners Association dated April 22, 2014, recorded among the Land Records of Baltimore County at Liber _____, folio _____, (or intended to be so recorded), and any and all further recorded amendments thereto.

Section 6. "Lot" shall mean and refer to Lots 1 through 25 as shown on the Plats for Cillian's Crossing for the Property.

Section 7. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration and in the Articles of Incorporation of the Association.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, or, if the Lot is subject to a reversion reserved in a lease redeemable pursuant to Title 8 of the Real Property Article, Annotated Code of Maryland, the owner of the leasehold interest, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 9. "Property" shall mean and refer to that certain real property located in Baltimore County, Maryland, shown on the Plats entitled known as "'Final Plat, Cillian's Crossing'" and any recorded amendments thereto, and as defined in the Declaration and any recorded amendments thereto.

ARTICLE III Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held upon the first to occur of (a) one (1) year from March 1, 2014, or (b) no later than when 75% of the Lots with residential dwellings constructed on them have been sold to purchasers, or at such earlier date as may be determined by the Declarant, and each subsequent regular meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m., or on such other annual date and time fixed 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.

Section 2. 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 one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of, the Secretary of the Association or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In addition and as an alternative to the above, notice may be given by electronic transmission if done according to the provisions of Section 11B-113.1 of the Maryland Homeowners Association Act, (Real Property Article, Annotated Code of Maryland, 2010 Replacement Volume, and any amendments thereto).

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the

Declaration, or these By-Laws. If, however, such a quorum shall not be present or represented at any meeting, 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 as aforesaid shall be present or be represented.

Section 5. Voting. Declarant and Lot Owners shall have the votes as set forth in the Declaration. Votes may be cast by electronic transmission if done in accordance with the provisions of Section 11B-113.2 of the Maryland Homeowners Association Act, Real Property Article, (2010 Replacement Volume) and any amendments thereto.

Section 6. 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. In addition, proxies may be cast by electronic transmission if done in accordance with the provisions of Section 11B-113.2 of the Maryland Homeowners Association Act, Real Property Article, (2010 Replacement Volume) and any amendments thereto.

ARTICLE IV

Board of Directors, Selection, Term of Office

Section 1. Number. Until the first to occur of (i) the members meet to elect their Directors pursuant to Section 11B-106.1 of the Real Property Article, Annotated Code of Maryland (within 60 days after 75% of all Lots have been sold to members of the public for residential purposes); or (ii) such earlier date as the Declarant, its successors or assigns so elects in writing, there shall be one (1) Director selected by the Declarant, its successors or assigns. After the first to occur of the above, the affairs of this Association shall be managed by a Board of three (3) Directors, or such other number, but not less than one (1) as may be designated from time to time by resolution of a majority of the entire Board of Directors, but shall always be an uneven number. Directors need not be members of the Association.

Section 2. Term of Office. The term of the Directors named in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of members held pursuant to Section 11B-106.1 of the Real Property Article, and are duly qualified. The election of Directors shall be by ballot, in person or by proxy, and shall be elected in accordance with the terms of these Bylaws. There shall be no cumulative voting. At the first annual meeting of the members held pursuant to Section 11B-106.1 of the Real Property Article, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed at two (2) years and the term of the Director receiving the third greatest number of votes shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, the successor shall be elected to serve a term of three (3) years. Directors shall hold office until their successors have been elected and hold their first annual meeting.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Except for the initial appointed Director, for the election of Directors pursuant to Section 11B-106.1 of the Real Property Article, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Ballots and proxies may be cast by electronic transmission.

ARTICLE VI

Meeting of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by Resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notwithstanding the above, upon a majority vote by the Board of Directors, the Board of Directors may schedule regular meetings less than monthly, provided, however, that the Board meets at a minimum at least every six (6) months at a time and place agreed upon by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act done or decision 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.

ARTICLE VII

Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of any Association property, 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 this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

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

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

Section 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 one-fourth (1/4) of the Class A 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

(1) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose at its discretion the lien against any property for which assessments are not paid within thirty (30) days after the due date and/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) Procure and maintain adequate liability and hazard insurance on property owned by the Association, and adequate officers and Directors indemnity insurance, said liability insurance to be, as a minimum, in amounts that will provide immunity from liability to Directors, officers and the Association pursuant to Maryland law, as may be amended from time to time;

(f) Cause all officers or employees having fiscal responsibilities to be bonded or insured, as it may deem appropriate and in minimum amounts required by Maryland law;

(g) Cause the Common Area it owns or is required to maintain to be maintained, repaired and replaced as necessary;

(h) Establish, levy, assess and collect all assessments referred to or authorized in the Declaration.

(i) Establish and levy fines on Lot Owners who violate the provisions of the Declaration, these Bylaws, the Plats, and duly adopted rules and regulations, and take all actions necessary to collect the same, including the establishment of liens and foreclose on them, or obtain judgments and undertake collection of the same.

(j) Cause to be taken such actions necessary to enforce the provisions of the Declaration, including, but not limited to, those provisions regarding the Common Access Easement.

ARTICLE VIII

Officers and Their Duties

Section 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.

Section 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.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until his successor is elected and has qualified, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 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 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 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. 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 replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

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 all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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

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 Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies 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 or review 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 presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

Indemnification of Officers and Directors

The Association shall provide any indemnification required or permitted by the laws of Maryland and shall indemnify Directors, officers, agents and employees as follows:

(a) The Association shall indemnify any Director or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was such Director or officer or an employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Association shall indemnify any Director or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was such a Director or officer or an employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a Director or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph (a) or

(b) of this Article IX, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith, without the necessity for the determination as to the standard of conduct as provided in paragraph (d) of this Article IX.

(d) Any indemnification under paragraph (a) or (b) of this Article IX (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraph (a) or (b) of this Article IX. Such determination shall be made (i) by the Board of Directors of the Association by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, such a quorum of disinterested Directors so directs, by independent legal counsel (who may be regular counsel for the Association) in a written opinion; and any determination so made shall be conclusive.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article IX.

(f) Agents and employees of the Association who are not Directors or officers of the Association may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of Directors of the Association.

(g) Any indemnification pursuant to this Article IX shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE X

Committees

The Association may appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. The Board shall perform the duties of an Architectural Control Committee if a separate Architectural Control Committee is not appointed. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Lot Owner, Lot Owner's mortgagee, or their respective duly authorized agents or attorneys, during normal business hours. Books and records

shall be made available to a Lot Owner no later than 15 business days after a Lot is conveyed by the Declarant and the Lot Owner requests to examine or copy to books and records, or within such other deadlines as set forth by Maryland law. If a Lot Owner requests in writing a copy of financial statements of the Association or the minutes of a meeting of the Association or the Board of Directors, the Board of Directors shall cause the same to be complied and sent by mail, electronic transmission or personal delivery as determined by the Board of Directors, (a) within 21 days after receipt of the written request, if the financial statements or minutes were prepared within the 3 years immediately preceding receipt of the request; or (b) within 45 days after receipt of the written request, if the financial records or minutes were prepared more than 3 years before receipt of the request. Books and records of the Association may be withheld from public inspection as set forth by Maryland law. A reasonable charge may be imposed on a person desiring to review or copy the books and records or who requests the delivery of information. Such charge shall be in accordance with Maryland law. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by Lot Owner at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which may be secured by continuing liens upon the Lot against which the assessment is made, or by the establishment of a lien pursuant to the Maryland Contract Lien Act. Assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and be subject to a late fee of Fifteen Dollars (\$15.00) or one-tenth of the assessment, whichever is greater, charged no more than one time for the same delinquent assessment, and the Association may bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the Lot, and interest, costs, late charges and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

The Association may establish and enforce the lien for any assessment, annual or special, established pursuant to the Declaration aforesaid, and pursuant to the Maryland Contract Lien Act. The lien is imposed upon the Lot against which such assessment is made. The lien may be established and enforced for damages, costs of collection, interest, and late charges set forth above or by the Declaration, and reasonable attorney's fees provided for in the Declaration or awarded by a Court for breach of any of the covenants of the Declaration.

ARTICLE XIII

Rights of Mortgagees

Section 1. Unpaid Assessments. The Association may, upon request and for a reasonable charge, report to a mortgagee of any Lot any unpaid assessment due from the Owner of the Lot or any default by the mortgagor of the Lot in the performance of the mortgagor's obligations as a Lot Owner hereunder which is not cured within thirty (30) days. In the event a first mortgagee requests a notice of default, and pays the charge therefor, if no notice of default is given within thirty (30) days after receipt of the request, the Association shall thereafter be estopped to claim any default that occurred prior to the receipt of the request as respects the said first mortgagee, or any purchaser therefrom upon foreclosure or other exercise of lien rights under the mortgage.

Section 2. Approval Required. In addition to the other provisions of the Declaration, and these By-Laws, and the applicable laws of the State of Maryland, unless at least seventy-five percent (75%) of the first mortgagees (based upon one (1) vote for each mortgage) of individual Lots within the Property, have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association, for the benefit of the Lots, i.e., any Common Area it owns.

The granting of easements for public utilities or for other public purposes consistent with the intended use of any Common Area it owns shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner.

(c) By act or omission change, waive or abandon any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any Lot, the exterior maintenance of Lots, the maintenance of party walls or common fences or driveways, or the upkeep of lawns and plantings in the Property.

(d) Fail to maintain fire and extended coverage on insurable Association Common Area property it owns, on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

(e) Use hazard insurance proceeds for losses to any Common Area it owns for other than the repair, replacement or reconstruction of such improvements.

ARTICLE XIV
Corporate Seal

The Association may (but is not required) to have a seal in circular form having within its circumference the words: "Cillian's Crossing Homeowners Association, Inc., Maryland 20", or in lieu thereof the word "[SEAL]" may be placed adjacent to the signature of an authorized officer of the Association.

ARTICLE XV
Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, provided, however, if the Charter of the Association has been amended as therein provided to require the approval of the Federal Housing Administration or the Veterans Administration for an amendment of the Charter, then the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership, and provided that such agency has loans secured by Lots on the Property and requires such approvals.

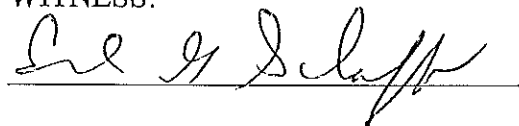
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

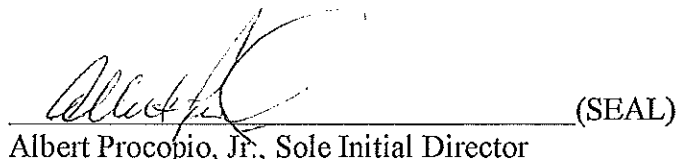
ARTICLE XVI
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be as established by the Board of Directors.

IN WITNESS WHEREOF, I, being the initial Director of Cillian's Crossing Homeowners Association, Inc., have hereunto set my hand this 1 day of May 2014.

WITNESS:



 (SEAL)
Albert Procopio, Jr., Sole Initial Director

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary/Treasurer of Cillian's Crossing Homeowners Association, Inc., a Maryland corporation; and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 15 day of May, 2014.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 12 day of May, 2014.

Cillian's Crossing Homeowners Association, Inc.

By: Albert Procopio, Sr. (SEAL)
Albert Procopio, Sr., Secretary

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February 17, 2014