

**BYLAWS
OF
EAGLES LANDING SOUTH HOMEOWNERS ASSOCIATION, INC.**

ARTICLE ONE

OFFICES

The principal office of the Corporation in the State of Kansas shall be located at 8450 Lake Elbo Road, St. George, Pottawatomie County, Kansas.

ARTICLE TWO

PURPOSES AND OBJECTS

In amplification of the purposes for which the Corporation has been formed as set forth in the Articles of Incorporation, the purposes and objects are as follows:

- (A) To develop a community designed for safe, healthful, and harmonious living.
- (B) To promote the collective and individual property and civic interests and rights of all persons, firms, and Corporations owning property or lots within the following described tracts, to wit:

The above described tract contains the following Lots situated in Eagles Landing, Unit One, Subdivision, Pottawatomie County, Kansas, to wit: Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty One (21), and Twenty Two (22), together with certain land designated as Common Area on the recorded Plat of said Eagles Landing, Unit One, Subdivision.

and

The above described tract contains the following Lots situated in Eagles Landing, Unit Two, Subdivision, Pottawatomie County, Kansas, to wit: Lots Thirty Two (32), Thirty Three (33), Thirty Four (34), Thirty Five (35), Thirty Six (36), Thirty Seven (37), Thirty Eight (38), Thirty Nine (39), Forty (40), Forty One (41), Forty Two (42), Forty Three (43), Forty Four (44), Forty Five (45), Forty Six (46), Forty Seven (47), Forty Eight (48), Forty Nine (49), Fifty (50), Fifty One (51), Fifty Two (52), Fifty Three (53), Fifty Four (54), Fifty Five (55), together with certain land designated as Common Area on the recorded Plat of said Eagles Landing, Unit Two, Subdivision.

The real estate encompassed and served by the Eagles Landing South Homeowner's Association and by these Bylaws shall be increased automatically as additional phases or units of the Eagles Landing Subdivision are platted and developed. No amendment of these Bylaws shall be necessary or required to incorporate and include such future phases or units of Eagles Landing Subdivision into the Eagles Landing South Homeowner's Association, and the real estate encompassing such future phases or units of the Eagles Landing Subdivision shall be included in the Eagles Landing Homeowner's Association as such units or phases are platted..

(C) To care for the improvements and provide for the maintenance or establishment or construction of any community center, swimming pool, recreation facility, structures, lighting play areas, path systems, gateways, public easements, parkways, grass plots, parking areas, and any facilities of any kind dedicated to community use and other open spaces and other ornamental features within the above described tract, which now exist or which may subsequently be installed or constructed.

(D) To assist the owners in maintaining in good condition and order all vacant lots now existing or that subsequently will exist in the tract, and further assisting the owners of such

lots or tracts of land in preventing them from becoming a nuisance and a detriment to the beauty of the tract and to the value of the improved property in the tract, and to take any action with reference to such vacant lots as may be necessary or desirable to keep them from becoming such nuisance and detriment.

(E) To enforce conditions, covenants, restrictions, and reservations as set forth in the Declaration of Protective Covenants; to aid and cooperate with the members of the Eagles Landing South Homeowners Association and all property owners in the tract in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now or may hereafter be in existence; and to counsel with the Pottawatomie County Planning Commission having jurisdiction in relation to any zoning that may affect any portion of the subject property.

(F) In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of lots situated within the above described tracts, and their property interests in the subdivision or future phases or units thereof.

(G) To acquire, own, or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes and objects, and to exercise all rights, powers, and privileges of ownership to the same extent as natural persons might or could do.

(H) To arrange social and recreational functions for its members.

(I) To exercise any and all powers that may be delegated to it by the owners of real property in the tract.

(J) This Corporation shall not engage in political activity or pursue political purposes

of any kind or character.

(K) To enter into cooperative agreements with Eagles Landing North Homeowner's Association, or any Homeowners Associations in adjacent subdivisions, or Homeowner's Associations in other units or other phases of Eagles Landing Subdivision if any such separate Homeowner's Association be established; to share common areas and common facilities; or to otherwise cooperate in providing services to members of such Associations and to share in the upkeep and costs of such services or common areas.

ARTICLE THREE

DEFINITIONS

As used herein the following words and terms shall have the following meanings:

'Developer' shall mean and refer to DMJ, Inc., its successors and assigns, DMJ, Inc. being the owner and developer of the above described real estate and the grantor of the above described building lots contained within Eagles Landing, Unit One, Subdivision, and Eagles Landing, Unit Two, Subdivision, together with future units or phases of Eagles Landing Subdivision.

'Lot' shall mean and refer to each of the above described Lots delineated and numbered Four (4) through Twenty Two (22), in Eagles Landing Unit One, Subdivision, and Lots Thirty Two (32) through Fifty Five (55) in Eagles Landing Unit Two, Subdivision, together with any other lots, situated within the tracts described in Article Two above, in adjacent subdivisions owned and being developed by Developer, or any future phases or units of Eagles Landing Subdivision owned and being developed by Developer as the same are platted and developed. Each 'lot' is held and sold by the Developer for the exclusive purpose of constructing single family residential dwellings (one dwelling residence per lot), or where shown by the recorded

plat and permitted by the zoning regulations of Pottawatomie County, Kansas, duplexes or multi-family structures, all in compliance with the covenants, conditions, restrictions, and easements set forth in any applicable Declaration of Protective Covenants filed in the Office of the Register of Deeds of Pottawatomie County, Kansas, as to the above real estate.

The 'Owner' shall mean and refer to the 'owner of record,' his/her or its successors or assigns, whether one or more persons or entities, of the fee simple fee title to any of the Lots which are a part of the above described real estate (being lots 4-22 in Eagles Landing, Unit One, Subdivision; lots 32-55 in Eagles Landing, Unit Two, Subdivision; together with Lots in adjacent subdivisions or units or phases of Eagles Landing Subdivision which are owned by and being developed by Developer as the same are subsequently platted). Owners include contract sellers, but exclude those having such interest merely as security for the performance of an obligation.

The 'Common Area' shall mean and refer to that land delineated and so designated on the recorded plat within the Subdivision (or phases or units thereof), and situated within the tract described in Article Two above, to be owned by the Association upon the conveyance of such common areas to the Association by the Developer.

The 'Association' shall mean and refer to the Eagles Landing South Home Owners Association, its successors or assigns. The Association is a nonprofit corporation governed by these Bylaws, whose major purpose is to manage and maintain collective common areas; common facilities; community services; and enforce the covenants, conditions, restrictions and easements set forth in the Declaration of Protective Covenants.

The 'Architectural Control Committee' shall mean the Developer alone until the last lot is sold within the tracts described in Article Two above (being lots 4-22 in Eagles Landing, Unit

One, Subdivision; lots 32-55 in Eagles Landing, Unit Two, Subdivision; together with Lots in adjacent subdivisions or units or phases of Eagles Landing Subdivision which are owned by and being developed by Developer as the same are subsequently platted) or until the Developer relinquishes responsibility to the homeowners association.

The 'Board of Directors' shall mean and refer to the elected board established by these Bylaws to execute policies and decisions of the membership, prosecute the Association's objectives and exercise the supervision, control and direction of the Association, and to carry out those other duties and responsibilities as provided for by the Bylaws.

The 'Bylaws' of the Association shall mean and refer to these Bylaws duly adopted by the Association which shall govern the affairs of the Association such as membership, fees and dues, assessments, meetings, officers, elections, committees, mail vote, amendments, liabilities, funds and dissolution.

ARTICLE FOUR

MEMBERS

(A) Class of Members. The Corporation shall have one class of members. The qualifications and rights shall be as follows:

(1) Every beneficial owner, as distinguished from a security owner, of any of the following lots, to wit: Lots Four (4) through Twenty Two (22) in Eagles Landing, Unit One, Subdivision, and Lots Thirty Two (32) through Fifty Five (55) in Eagles Landing, Unit Two, Subdivision, as particularly described in these bylaws, shall be a member. Membership shall be mandatory and irrevocable and may not be separated from ownership of any lot.

(2) Every beneficial owner, as distinguished from a security owner, of any lot

situated in future adjacent phases or units of Eagles Landing Subdivision, or adjacent subdivisions, which are being developed by Developer, as the same are platted, shall be a member. Membership shall be mandatory and irrevocable and may not be separated from ownership of any lot.

- (3) Every beneficial owner, as distinguished from a security owner, of any Lot platted for duplexes or for multi-family dwelling units, shall be a member. Membership shall be mandatory and irrevocable and may not be separated from ownership of any such Lot.
- (4) Membership shall include an undertaking to comply with and be bound by the Articles of Incorporation, these bylaws and amendments to them, and the policies, rules, and regulations at any time adopted by the corporation in accordance with these bylaws.
- (5) Membership in the Eagles Landing South Homeowners Association shall terminate on such member's ceasing to be a beneficial owner of a building site or lot in the property described in these bylaws.

(B) Voting Rights. Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members. A member shall have one vote for each residential Lot of which he or she is a beneficial owner. Where two or more owners own a lot, only one vote for such Lot or unit owned shall be allowed, and such joint owners shall designate and register with the Secretary of the Association the name of that owner entitled to cast such single vote. Where a Lot is platted and zoned for duplexes or multi-family structures, only one vote shall be permitted for such Lot. Where a Lot is "split" or subdivided in conformity with the zoning regulations of Pottawatomie County, Kansas, then the owner of each Lot resulting from

such division or split shall be entitled to one vote.

- (1) At membership meetings all votes shall be cast in person, or by proxy registered with the Secretary.
- (2) The Board of Directors is authorized to establish regulations providing for voting by mail.
- (3) Assignment of Rights. A beneficial owner who is a member of the Eagles Landing South Homeowners Association may assign his or her membership rights to a tenant residing in or on the beneficial owner's building site or unit. Such assignment shall be effected by filing with the Secretary of the Corporation a written notice of assignment signed by the beneficial member.

ARTICLE FIVE

MEETINGS OF MEMBERS

(A) Annual Meeting. An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing Directors shall be held in Pottawatomie County, Kansas, in February of each year, beginning with the year 2001. The time and place shall be fixed by the Directors.

(B) Regular Meetings. In addition to the annual meetings, regular meetings of the members shall be had at such time and place as shall be determined by the Board of Directors.

(C) Special Meetings. A special meeting of the members may be called by the Board of Directors. A special meeting of the members must be called within 30 days by the President, or the Board of Directors, if requested by not less than 30% of the members having voting rights.

(D) Notice of Meetings. Written notice stating the place, day, and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to

vote at such meeting, not less than 20 days before the date of such meeting, or at the direction of the Secretary.

(E) Quorum. The members holding 50 percent of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting without further notice.

(F) Proxies. At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after six months from the date of its execution, unless otherwise provided in the proxy.

(G) Voting by Mail. Where Directors or Officers are to be elected by members, or where there is an act requiring the vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE SIX

BOARD OF DIRECTORS

(A) General Powers. The affairs of the Eagles Landing South Homeowners Association shall be managed by the Board of Directors, subject to instructions by a majority (except as otherwise provided in these Bylaws) of the total membership at a regular meeting, or subject to the approval of a majority (except as others provided by these Bylaws) of the total membership as expressed by a vote of the membership. The Board of Directors shall: procure and maintain adequate liability and hazard insurance on the property owned by the Association; cause the common areas to be maintained in a high quality manner, including landscaping, maintenance, and replacement; determine the annual assessment for each lot, as provided by these Bylaws; and perform such other acts and duties as provided by the Articles of Incorporation and these Bylaws.

(B) Number, Tenure, and Qualifications. There shall be three (3) directors. Each Director shall be a member of the Eagles Landing South Homeowner's Association and shall hold office for a term of two years. The Developer shall be a director until all of the lots situated within the tracts described in Article Two above have been sold (being Lots 4 through 22 in Eagles Landing, Unit One, Subdivision, and Lots 32 through 55 in Eagles Landing, Unit Two, Subdivision, together with any other lots in future adjacent phases or units of Eagles Landing Subdivision, or other adjacent subdivisions, which are being developed by Developer).

(C) Regular Meetings. The Board of Directors shall meet regularly at least once per month, at a time and place it shall select.

(D) Special Meetings. A special meeting of the Board of Directors may be called by or at the request of the President or of any two Directors.

(E) Notices. Notice of any special meeting of the Board of Directors shall be given at least 7 days prior to such meeting, by written notice delivered personally, sent by telephone facsimile (FAX) equipment, or sent by mail to each Director. Any Director may waive notice of any meeting.

(F) Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at such meeting, a majority of the Directors present may adjourn the meeting, without further notice.

(G) Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these bylaws.

(H) Vacancies. Any vacancy occurring in the Board of Directors, and any

directorship to be filled by reason of the increase in the number of Directors, shall be filled by election by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

ARTICLE SEVEN

OFFICERS

(A) Officers. The Officers of the Corporation shall be a President, who shall be one of the Directors of the Corporation, and a Secretary/Treasurer.

(B) Qualifications and Method of Election. The Officers shall be members of the Eagles Landing South Homeowner's Association and shall be elected by the Board of Directors, and shall serve for a term of one year. The President shall be a member of the Board of Directors.

(C) President. The President shall preside at all meetings of the Corporation and of the Board of Directors at which he or she is present, shall exercise general supervision of the affairs and activities of the Corporation, and shall serve as a member ex officio of all standing committees.

(D) Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all of the meetings of the Corporation and of the Board of Directors, which shall be an accurate and official record of all business transacted. The Secretary shall be custodian of all corporate records. The Secretary/Treasurer shall receive all corporate funds, keep them in a bank or other savings institution approved by the Board of Directors, and pay out funds only on notice signed by the Secretary/Treasurer and by one other officer. The Secretary/Treasurer shall be a member ex officio of the finance committee.

(E) Vacancies. A vacancy in any office because of death, resignation, removal,

disqualification, or otherwise, may be filled by any member of the Board of Directors for the unexpired portion of the term.

ARTICLE EIGHT

ARCHITECTURAL CONTROL COMMITTEE

(A) The Association shall have a standing committee to be named The Architectural Control Committee, consisting of not less than one (1) nor more than three (3) members, to be appointed by Board of Directors to review and implement the requirements of this section. The Developer will be the sole member of this committee until the last Lot within the tracts described in Article Two above (being Lots 4-22 in Eagles Landing, Unit One, Subdivision, and Lots 32-55 in Eagles Landing, Unit Two, Subdivision, together with lots in adjacent subdivisions or units or phases at Eagles Landing Subdivision which are owned by and being developed by Developer as the same are subsequently platted) has been sold.

(B) Architectural considerations and preservation of natural amenities are major planning objectives in the development of Eagles Landing, Unit One, Subdivision, and in Eagles Landing, Unit Two, Subdivision, and in the development by the Developer of future phases or units of Eagles Landing Subdivision. The items outlined herein are not intended to be unduly restrictive or inflexible, but rather to be used as minimum standards to attain and maintain a desirable level of consistency and quality in community appearance and generally maintain property values throughout the Subdivision.

(C) Pursuant to the Declarations of Protective Covenants, no building, structure, or improvement including, but not limited to basement excavation, grading, walls, fences, major landscaping, etc., shall be commenced, constructed, or maintained on any Lot, nor shall any exterior addition, change, or alteration thereto be made until proposed improvement plans have

been submitted and approved in writing by the Architectural Control Committee. Generally, improvement plans will include, but not be limited to:

- (1) A site plan indicating property lines, location of proposed structure and/or site improvements, and location of easements and setbacks.
- (2) A floor plan(s) indicating wall lines, room use, window and door locations, and overall structure dimensions.
- (3) Exterior, street facing elevation indicating architectural treatment, roof line, window and door openings, exterior materials and colors, and proposed ground line.
- (4) No chain link fences will be allowed. Fences are to be constructed of plastic or Cedar wood. No fence will be over 6 feet in height, except fences surrounding swimming pools, and no fence will extend past the back corners of the house. No side yard or front yard fences will be allowed, except on corner lots, where side yard fences may be permitted upon approval by the Architectural Control Committee.

(D) All improvements shall be constructed and maintained in accordance with approved plans. The Architectural Control Committee shall use its discretion and reasonable judgment in evaluating and passing upon all such plans, and shall not be liable to any person for its actions in connection with submitted plans and specifications.

(E) The Architectural Control Committee shall act upon the plans and specifications submitted within seven (7) working days after receipt of all first time construction and within

thirty (30) days for homeowner revisions and additions. If no action is taken by the committee within the specified periods, the plans shall be deemed approved. Should the committee reject a plan or request for changes and the plans are resubmitted, the Committee shall have ten (10) days upon which to act on the resubmitted plans.

(F) Approval of plans by the Association in no way abates or deletes compliance with or the securing of any approvals, permits, codes, or ordinances which may be required by Pottawatomie County, now or in the future.

ARTICLE NINE

FEES, DUES, AND ASSESSMENTS

(A) Purposes. Assessments levied by the Association shall be used exclusively for the improvement and maintenance of the common Areas and facilities within the Subdivision, including future phases or units thereof being developed by the Developer, or where cooperative agreements have been entered into with other Homeowners Associations, then for facilities set out or contemplated by such cooperative agreements, and to promote the general recreation, health and safety, and welfare of the Owners. Subject to the other provisions of these Bylaws, the dues for the Association shall be determined annually by the Board of Directors. Unsold Lots owned by Developer shall not be subject to annual or special assessments.

(B) Obligations and Lien. The Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is obligated and agrees to pay to the Association (1) annual assessments or charges, and (2) special assessments under such terms and conditions as are herein provided. The annual and special assessments, together with penalties, interest, costs, and reasonable attorney's fees, shall be a charge on the Owner's land and shall be a continuing lien upon the property against which each such assessment is made until paid. Each

assessment, associated expense, and obligation shall pass with the land to successor Owner in title. Further, no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon request, and for a reasonable charge, furnish a certificate signed by the treasurer of the Association setting forth the assessments owed to date on the specified Lot.

(C) Delinquent Obligations. If any assessment is not paid within thirty (30) days after the due date, a ten percent (10%) penalty shall be added to the unpaid balance. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the property. No Owner may waive or otherwise avoid liability for the assessments provided for herein by no use of the Common Area or abandonment of his Lot.

(D) Collections. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis. Annual assessments shall commence on all Lots sold for occupancy on the first day of the month following such sale and shall be due the first day of every month thereafter. The annual assessment period shall run from January 1 to December 31. The treasurer shall immediately notify each Owner in writing of any increase in the annual assessments. Unsold Lots owned by the Developer shall not be subject to annual or special assessments; however, the Developer shall maintain all unsold Lots. It is further understood the Developer shall maintain common Areas until such time as the Association can financially assume such responsibilities, but not later than the sale of the last of lots four (4) through twenty two (22).

(E) Maximum Assessments. The maximum annual assessment of an Owner until January 1, 2002, shall not be in excess of One Hundred Twenty dollars (\$120.00) per Lot, or Ten dollars (\$10.00) per month, for such ordinary expenditures as maintenance of Common Areas

and facilities, supervision and management, and similar expenses and services as authorized by the membership and/or the Board of Directors. After January 1, 2002, the annual assessment (dues) shall not be increased by more than seven percent (7%) of the previous year's assessment for any calendar year unless by a two-thirds (66%) vote of concurrence and approval of those members present at the annual or special membership meeting of the Association.

(F) Special Assessments. Special assessments, payable in installments or otherwise, may be authorized and levied as special dues for the purpose of defraying, in whole or in part, the cost of any new construction, reconstruction, repair, maintenance, or the replacement of a capital improvement. Special assessments shall only be authorized by a two-thirds (66%) vote of concurrence and approval of those members present at the annual or special membership meeting of the Association.

(G) Notices-Increases and Special Assessments. The Board of Directors shall give written notice to all Owners and members of any meeting called for the purpose of considering or acting upon a proposal to increase the annual assessment in excess of seven percent (7%), or to consider or act upon a proposal for a special assessment. The notice shall be mailed to all members not less than twenty days in advance of the meeting, and shall specify the time, date, and place of the meeting, the nature of the increase in the assessment, and the reason(s) therefore. The Board of Directors is authorized to increase an annual assessment after January 1, 2002, by seven percent (7%) (or less) per annum; but, shall first give reasonable notice of its intentions to do so to all members and shall hold a hearing to provide Owners and members an opportunity to express themselves on the subject. Increase in the annual assessment in excess of seven percent (7%), or of a special assessment, may be approved by mail ballot when affirmative votes are received and signed by sixty-six per cent (66%) of all members of the Association after

such ballot has been completed. The mail ballot is to authorize such an assessment in lieu of those procedures to be followed at a meeting of the membership. No assessment shall be levied or authorized before the calendar year in which the assessment is authorized. Two thirds (2/3) of the Board of Directors shall concur with any proposal for a special assessment or the increase of the annual assessment in excess of seven percent (7%) before the proposal is submitted to the Association membership for its action.

ARTICLE TEN

FISCAL YEAR

The fiscal year of the Corporation shall be on a calendar year basis, commencing January 1, and ending December 31.

ARTICLE ELEVEN

AMENDMENTS

Any proposed amendment to these Bylaws, or to the Articles of Incorporation, or to the Declaration of Protective Covenants, must be submitted in writing at any regular or special meeting of the members of the Corporation. Notice of any proposed amendment, including the specifics of any proposed amendment, shall be submitted to the members, together with the notice of the meeting of the members, at least twenty (20) days prior to such meeting. Such proposed amendment shall be read to the meeting by the Secretary, and shall be printed on ballots distributed to all members by mail. A proposed amendment shall become effective when approved by a two thirds (2/3) majority of the members entitled to vote. No such amendment shall be effective without the consent of the Developer until all of the Lots in the Subdivision (being Lots 4-22 in Eagles Landing, Unit One, Subdivision and Lots 32-55 in Eagles Landing,

Unit Two, Subdivision, together with Lots in adjacent Subdivisions or units or phases of Eagles Landing Subdivision which are owned by and being developed by Developer) have been sold.

ARTICLE TWELVE

COOPERATIVE AGREEMENTS

The Board of Directors is authorized and empowered to enter into cooperative agreements with the Eagles Landing North Homeowners Association or with any Homeowners Associations in adjacent subdivisions, or with adjacent units or phases of Eagles Landing Subdivision, or to otherwise cooperate in providing services to members of such associations, and to share in the upkeep and costs of such services or common areas. Any increase in assessments or dues, or any special assessments resulting from any such cooperative agreement shall be subject to the provisions of Article Nine above.

Dated and executed by the Developer this _____ day of _____, 200__.

By: _____
DMJ, Inc.

**FIRST AMENDMENT TO THE BYLAWS OF
EAGLES LANDING SOUTH HOMEOWNERS ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO BYLAWS OF EAGLES LANDING SOUTH HOMEOWNERS ASSOCIATION, INC. (the "First Amendment") is entered into effective February 5th, 2014.

RECITALS

Whereas, at a special meeting of the Members of the Association duly called by the board of Directors for the purpose of amending the Bylaws of Eagles Landing Homeowners Association, Inc. (the "Association") and in particular to amend Article Six, section B and H of the Bylaws of the Association to amend the number, tenure, and qualifications of the Board of Directors, and to amend the filling of vacancies on the Board of Directors.

WHEREAS, Article Eleven of the Bylaws requires notice of any proposed amendment, including the specifics of any proposed amendment, shall be submitted to the members, together with the notice of the meeting of the members, at least twenty (20) days prior to such meeting. This meeting was held on November 20th, 2013, with 20 day's notice given by email and mail.

WHEREAS, Article Eleven of the Bylaws states the proposed amendment shall become effective when approved by a two thirds (2/3) majority of the members entitled to vote. The Board of Directors recorded the required quorum of votes at the February 5th, 2014 Board of Directors meeting.

NOW, THEREFORE, said bylaws are amended as follows:

1. Article Six, section B of the Bylaws is amended in its entirety and now reads as follows:

(B) Number, Tenure, and Qualifications. There shall be three (3) directors. Each Director shall be a member of the Eagles Landing South Homeowner's Association and shall hold office for a term of three years. There shall be staggered terms of office for Directors so that one-third of the directorships shall be up for election each year. The system for staggered terms of office shall be implemented as follows: The current directors two-year term will end in February 2014, the date of the annual meeting of the Eagles Landing South Homeowners Association, Inc. A vote to elect new directors shall be conducted prior to the Annual Meeting in February, 2014. The newly elected Directors shall take office at the annual meeting in February, 2014. Three Directors will be elected: one to a three (3) year term, one to a two (2) year term, and one to a one (1) year term. The Directors elected shall decide among themselves who shall serve each term, and absent the ability to do so, shall decide by lot. Thereafter, all Directors shall be elected for three (3) year terms with one (1) Director

being elected at the Eagles Landing South Homeowners Association, Inc. Annual Meeting in February of each and every year. In lieu of election at the annual meeting of the members, such election may be conducted by mail in such manner as the Board of Directors shall determine, except that any election of a director by mail shall occur at the same time as the annual meeting of the members, and the requirements of a quorum shall not apply to the election of a director by mail vote.

2. Article Six, section H of the Bylaws is amended in its entirety and now reads as follows:

(H) Vacancies. Any vacancy occurring in the Board of Directors, and any directorship to be filled by reason of the increase in the number of Directors, shall be filled by election by the Board of Directors. A Director appointed to fill a vacancy shall serve until the next Annual meeting in February at which time Members will elect a new Director to fulfill the unexpired term of the original Director who caused the vacancy.

3. Except as amended hereby all other terms of the Bylaws remain unmodified and in full force and effect.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned President and Directors of Eagles Landing Homeowners Association, Inc., have hereunto set our hands effective as of the 5th day of February, 2014 to evidence the passage of this First Amendment.



David Eckart, President



Corwin Seamans, Director



Dustin Taylor, Director