

**FIRST AMENDMENT TO THE BYLAWS OF  
PROMONTORY POINTE HOMEOWNERS ASSOCIATION, INC.**

We, the undersigned, the President and Secretary of Promontory Pointe Homeowners Association, Inc., do, by our signatures below, hereby certify that the Bylaws of Promontory Pointe Homeowners Association were amended, at a regular or special meeting of the members, by a vote of a majority of the quorum of the members present, in person or by proxy, as follows:

Article VI of the Bylaws has been amended in its entirety and replaced with the following:

**ARTICLE VI**

**BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE.**

Section 6.1. Number. The affairs of the Association shall be managed by a Board of nine (9) directors. Except for the initial directors named in the Association's Articles of Incorporation, no person may be elected or eligible to serve as a director unless they are a member of the Association.

Section 6.2. Unit Seats. In order to facilitate the Board of Directors being representative of the various units of Promontory Pointe, Planned Unit Development (hereinafter the "Subdivision"), the following preferred but optional allocation of director seats amongst the various parts of the Subdivision is adopted, such that there shall be reserved for election seats for:

- a. One member from Unit 2;
- b. One member from Unit 4;
- c. Two members from Unit 8;
- d. Three members from Units 1, 1A, 3, 5, 7, and/or 9; and,
- e. Two members to be chosen at large.

Such preferred allocation shall be referred to as "Unit Seats". The Nominating Committee shall seek to nominate for election to the Board of Directors at least as many candidates for director from each Unit or group of Units as the number of Unit Seats then open for election as to each Unit or group of Units pursuant to the above schedule; provided, however, that in the event that no person shall accept a nomination from a specific Unit or group of Units when that Unit or group of Units has a Unit Seat open, then such Unit Seat shall be nominated and/or filled at large from the Subdivision. Each Unit Seat shall be awarded upon election and filled by that

candidate owning a Lot in such Unit or group of Units as shall receive the highest number of votes as compared to candidates who are owners in the same Unit or group of Units. The person(s) receiving the highest number of votes after all of the Unit Seats have been filled shall be elected to serve and shall fill any at-large seat or Unit Seat that shall at that time be vacant.

Section 6.3. Term of Office. At the annual meeting of the membership held in October 2006, those persons receiving the three highest votes for election as director shall be elected to a terms of three years, the three individuals receiving the next highest number of votes shall be elected for a term of two years, and the remaining three persons receiving the highest number of votes shall be elected for a term of one year. Thereafter, each director shall be elected for a term of three years.

Section 6.4. Removal. Any director may be removed from the Board with or without cause, by a majority vote of the members of the Association.

Section 6.5. Vacancies. In the event of death, resignation or removal of a director, his successor shall be selected by the then remaining members of the Board, even though they may be less than a quorum, and upon such appointment shall serve for the unexpired term of his predecessor.

Section 6.6. Compensation. No director shall receive compensation for any service he may render to the Association within the scope and course of his service as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Thus certified this the \_\_\_\_\_ day of October, 2006.

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Jeffrey D. Clay, President,  
Promontory Pointe Homeowners Association, Inc.

ATTEST:

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Israel Fogiel, Secretary,  
Promontory Pointe Homeowners Association, Inc.

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