

AMENDMENT TO BYLAWS
OF
WOODS OF GLENMARY PATIO HOMES RESIDENTS ASSOCIATION, INC.
(f/k/a Patio Homes At Glenmary West Residents Association, Inc.)

THIS AMENDMENT is made and adopted by The Woods Of Glenmary Properties, LLC, successor in interest to Glenmary West, LLC, the original Developer of the Woods of Glenmary Patio Homes (the "Woods") on the date and year hereinbelow set forth, for the purpose of amending the bylaws for the residents association ("Association").

WITNESSETH:

WHEREAS, the successor to the Developer desires to amend the Bylaws to change the date of the annual meeting of the Association to be a date set by the Board of Directors of the Association; and

WHEREAS, the Developer desires to amend the Bylaws to change the total number and qualifications of Board members.

NOW, THEREFORE, the Bylaws are amended as follows and no further:

Article II, Section A, is amended to read as follows:

The annual members' meeting shall be held on a date and time in April of each year to be set by the Board of Directors of Woods of Glenmary Patio Homes. At each annual meeting, the Lot-owners shall elect Board Members and transact any other business authorized to be transacted. If the date for the first annual meeting of Lot-owners subsequent to the relinquishment of control by the Developer of the Development is less than six (6) months after the election of Board Members, such first annual meeting shall not be held.

Article III, Section A, is amended to read as follows:

After control is relinquished to the Lot-owners, the affairs of the Corporation shall be managed by a Board of Directors composed of nine (9) Lot-owners.

Article III, Section B, is amended to read as follows:

Election of Board members shall be held at the annual members' meetings. Any Lot-owner desiring to be a candidate for Board membership shall submit a one-page

letter, stating qualifications in one-hundred (100) words or less, to the Board thirty (30) days prior to the election, except that candidates must have been a resident of the association for at least twelve (12) months and be in good standing with their association dues. One Board member shall be elected from each of the following designated areas of the Woods:

Section I - All Phase I residences north of Broadwood Drive accessed from Summertree Lane (includes Avenel Court)

Section II - All Phase I residences south of Broadwood Drive accessed from Summertree Lane (includes Parkhurst Court and Meadow Springs Way)

Section III - All Roberta Court residences plus 8700, 8701, 8702 and 8703 Broadwood Court, and 10301, 10500 and 10502 Broadwood Drive

Section IV - All Lough Drive residences

Section V - All remaining Broadwood Court residences EXCEPT 8727, 8730, 8733 and 8735 Broadwood Court

Section VI - ODD numbered residences from 10201 through 10215 and 10417 through 10435 Pine Glen Circle, plus 10216, 10218, 10424 and 10435 Pine Glen Circle, and 8727, 8730, 8733 and 8735 Broadwood Court

Section VII - ODD numbered residences from 10217 through 10239 Pine Glen Circle, and EVEN numbered residences from 10220 through 10242 Pine Glen Circle

Section VIII - 8800-8803 Jessica Way, 10300-10311 and 10241-10251 Pine Glen Circle, EXCEPT 10242 Pine Glen Circle

Section IX - ODD numbered residences from 10321 through 10415 Pine Glen Circle

Article III, Section C, is amended to read as follows:

Vacancies on the Board shall be filled by vote of a majority of Board members.

Article III, Section E, is amended to read as follows:

The term of Board members shall be two (2) years and subsequently until a successor is duly appointed and qualified, or until removed. In even numbered years, four (4) members shall be elected, and in odd numbered years, five (5) members shall be elected.

Except as expressly set forth above to the contrary, all terms and conditions of the Bylaws remain unchanged and are restated and incorporated herein by reference as if set out fully.

IN TESTIMONY WHEREOF, the undersigned, being President of the Association, hereby acknowledges that the amendment set forth above is a true and accurate recital of the amendment adopted.

THE WOODS OF GLENMARY PROPERTIES, LLC
GLENMARY WEST, LLC (Developer)

By:  MEMBER
Member

Date: 2-18-08