

BYLAWS OF
THE GROVE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

The name of the Corporation is THE GROVE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The initial principal office of the corporation shall be located at Arena Tower Two, 7324 Southwest Freeway, Suite 600, 77074, but meetings of members and directors may be held at such places within the State of Texas in Harris or Fort Bend Counties, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Grove Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property comprising The Grove, Section 6, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slides 631A and 631B, Plat Records of Fort Bend County, Texas, and The Grove, Section 7, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Slides 632A and 632B, Plat Records of Fort Bend County, Texas, and such other tracts or parcels of land in Fort Bend County, Texas, as may, by recorded restriction thereon, be made subject to the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including

contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Developer" shall mean and refer to The Grove Homeowners Association, Inc., its successors and assigns, and any other party purchasing more than one (1) Lot for the purpose of development provided that the deed from Developer to such party expressly provides that such party shall succeed to certain of the rights of Developer under the Declaration and hereunder with respect to such Lots.

Section 7. "Declaration" shall mean and refer to the Declaration of Reservations, Restrictions and Covenants The Grove, Section 6, to be recorded in the office of the County Clerk of Fort Bend County, Texas, and the Declaration of Reservations, Restrictions and Covenants to The Grove, Section 7, to be recorded in the office of the County Clerk of Fort Bend County, Texas and any other recorded instruments imposing restrictions against all or a portion of the Properties, and any amendments to such instruments.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Members. Every Owner shall be a Member of the Association and shall continue to be a Member for so long as he owns a Lot, all as more fully set out in the Declaration. If more than one person or entity owns a Lot, only one of such Owners shall be a Member, which designation shall be made by a majority vote of all such Owners, and shall be specified in a written notice to the Board of Directors of the Association by such Owners. The foregoing is not intended to include persons or entities holding an interest in property merely as security for the performance of an obligation of those having only an interest in the mineral estate. Membership shall be appurtenant to, and may not be separated from, the ownership of any Lots. Except as otherwise provided in these Bylaws or in the Declaration, all

action to be taken or authorized by the Members shall be deemed validly taken or authorized upon adoption by vote of a majority of the Members present, in person or by proxy, at any properly called meeting at which a quorum is present, in person or by proxy.

Section 2. Annual Meeting. The first annual meeting of the Members shall be held on or before January 20, 1984, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 10:00 o'clock a.m. If, the day for the annual meeting of the Members is a Saturday, Sunday or other legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 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 one-fourth (1/4th) of all of the votes of the Class A membership. Attendance of a Director at a special meeting shall constitute a waiver of notice of such special meeting, except where a Director attends a special meeting for the express purpose of (i) objecting to the transaction of any business, or (ii) objecting to the fact that such meeting is not lawfully called or convened. Neither the business proposed to be transacted, nor the purpose of any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except as may be otherwise provided by statute or by the Articles of Incorporation.

Section 4. Notice of Meetings. Written notices of each meeting of the Members shall be given by, or at the direction of, the Secretary 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.

Section 5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) 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 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.

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.

Section 7. Voting Rights. Each Member shall have a vote or votes in the Association according to the terms of Section 7.02 of the above-described Declarations and the Declarations for any property hereafter made subject to the jurisdiction of the Association.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association. The number of Directors may be increased or decreased at any time by amendment of these Bylaws with a vote of 2/3rd of all Members, but in no event shall the number of such Directors be less than three (3). If the number of Directors shall be decreased, the Members then serving shall draw lots as to which Members shall not be reelected and, upon the expiration of the term of such Member, such position shall cease to exist unless created by a subsequent vote of 2/3rd of the Members. If the number of Directors is increased, then a

special election shall be held to elect the new Directors who will serve one (1) year, two (2) year and three (3) year terms.

Section 2. Term of Office. At the first annual meeting of the Members, the Members shall elect one Director for a term of one (1) year, one director for a term of two (2) years, and one director for a term of three (3) years; and at each annual meeting thereafter, the Members shall elect one director for a term of three years.

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. If there is a deadlock over the selection of the successor Director by the remaining members of the Board, then the President of the Association shall select such successor Director.

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. 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 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 non-Members.

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.

ARTICLE VI

MEETINGS 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.

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 Director, 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 or decision done or 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. Any deadlock in voting on any matter before the Board of Directors shall be broken by the President.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend a Member's voting rights and Member's right to use of the recreational facilities of the Association, if any, during any period in which such Member shall be in default in the payment of any Assessment (Annual or Special) levied by the Association. Such rights may also be suspended, after notice and hearing by the Board of Directors, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

(d) 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

(e) employ a manager, an independent contractor, or 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 (1/4th) 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 Annual Assessment to every Owner subject thereto at least thirty (30) days in advance of each Annual Assessment period; and,

(3) foreclose the lien against any property for which Assessments (Annual or Special) are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to 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 that 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;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Area to be maintained.

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 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 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. 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

(a) The President shall preside at all meetings of the Board of Directors; shall see that the duties and responsibilities of the Association and the 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; and in general shall perform all duties incident to the office of President and such other duties may be prescribed by the Board of Directors from time to time.

Vice President

(b) 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 or assigned to him by the Board or the President.

Secretary

(c) 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; certify the voting rights of Members from time to time and collect the votes of the Members at any meeting of the Members; and shall perform such other duties as required by the Board.

Treasurer

(d) 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 co-sign 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.

ARTICLE IX

COMMITTEES

The Members of the Association are entitled to appoint an Architectural Control Committee as provided in the Declaration following the Director's conveyance of all Lots in the Properties, and the Board of Directors shall appoint a Nominating Committee (as provided in these Bylaws). In addition, the Board

of Directors shall appoint such other committees it deems appropriate in carrying out its purposes and duties hereunder. However, the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Director, or any individual Director, of any responsibility imposed upon it or him by law. Any non-director who becomes a member of any such committee shall have the same responsibility with respect to such committee as a Director who is a member thereof.

ARTICLE X

BOOKS RECORDS, CONTRACTS, LOANS, CHECKS,

DEPOSITS, TRANSACTIONS WITH DIRECTORS AND OFFICERS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a Resolution of the Board of Directors. Such authority may be general or confined to specific instances. However, in no event may the Association lend, contract for a loan or issue evidences of indebtedness to any of its Directors, Officers or Disqualified Persons (as that term is defined in Section 4946[a] of the Internal Revenue Code of 1954 [the "Code"]). Moreover, the Directors of the Association who vote for or assent to the making of a loan to a Director or Officer of the Association or to such Disqualified Person and any Officer or Officers participating in the making of such loan, shall be jointly and severally liable to the Association for the amount of such loan until repayment thereof.

Section 3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such Officer or Officers, agent or agents of the

Association and in such manner as shall, from time to time, be determined by Resolution of the Board of Directors or as permitted by these Bylaws.

Section 4. Deposits. All funds of the Association not otherwise employed shall be deposited, from time to time, to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 5. Transactions With Directors and Officers. All contracts, transactions and acts entered into by the Directors and/or Officers on behalf of the Association shall be at arm's length and not violative of the proscriptions provided in the Articles of Incorporation or these Bylaws against the Association's use or application of its funds for private benefit; and provided further that no contract, transaction, or act shall be taken on behalf of the Association if such contract, transaction, or act is a prohibited transaction or would result in the denial of the tax exemption of the Association under any section of the Code and its Regulations as they now exist or as they may hereafter be amended. In no event, however, shall any person or other entity dealing with the Directors or Officers be obligated to inquire into the authority of the Directors and Officers to enter into and consummate any contract, transaction, or other action.

Section 6. Indemnity of Directors and Officers.

(a) Subject to the exceptions and limitations contained in Section (b) below:

(1) Every person who is, or has been a Director or Officer of the Association shall be indemnified by the Association to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any claim, action, suit or proceeding in which he becomes involved as a party or otherwise by virtue of his being or having been a Director or Officer and against amounts paid or incurred by him in the settlement thereof;

(2) The words "claim", "action", "suit" or "proceeding" shall apply to all claims, actions, suits or proceedings (civil, criminal or other, including appeals), actual or threatened, made or commenced subsequent to the adoption of these By-laws; and the words "liability" and "expenses" shall include, without limitation, attorneys' fees, costs, judgments, amounts paid in settlement, fines, penalties, and other liabilities.

(b) No indemnification shall be provided hereunder to a Director or Officer or any other individual:

(1) Against any liability to the Association by reason of willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office;

(2) With respect to any matter as to which he shall have been finally adjudicated not to have acted in good faith in the reasonable belief that his action was in the best interest of the Association;

(3) In the event of a settlement unless there has been a determination that such Director or Officer did not engage in willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office:

(i) By the court or other body approving the settlement; or

(ii) By vote of two-thirds (2/3rds) of those members of the Board of Directors of the Association, constituting at least a majority of such Board, who are not themselves involved in the claim, action, suit or proceeding; or

(iii) By written opinion of independent counsel.

(c) The rights of indemnification herein provided may be insured against by policies maintained by the Association, shall be severable, shall not affect any other rights to which any Director or Officer may now or hereafter be entitled, shall continue as to a person who has ceased to be such Director or Officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

(d) Expenses in connection with the preparation and presentation of a defense to any claim, action, suit or proceeding of the character described in Section (a) hereof may be advanced by the Association prior to final disposition thereof upon receipt of an undertaking by or on behalf of the Director or Officers, secured by a surety bond or other suitable insurance issued by a company authorized to conduct such business in the State of Texas, to repay such amount if it is ultimately determined that he is not entitled to indemnification under this Section 6.

Section 7. Financial Records And Annual Reports. The Association shall maintain true and accurate current financial records with full and correct entries made with respect to all financial transactions of the Association, including all income and expenditures, in accordance with generally accepted accounting practices. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association and the minutes of all meetings and proceedings of the Board and the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased by such Members at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual and Special Assessments which are secured by a continuing lien upon the property against which such 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 shall bear interest from the date of delinquency at the lesser of the rate of eighteen (18%) percent per annum, or the maximum rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against such Owner's property, and interest,

costs, and reasonable attorney 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.

ARTICLE XII

NO EMPLOYEE BENEFIT PLANS

In no event may an employee benefit plan be maintained by the Association.

ARTICLE XIII

DIVIDENDS AND INCOME OF THE CORPORATION

No dividend shall be paid and no part of the income of the Association shall be distributable to or inure to the benefit of its Directors or Officers or any individual.

ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: THE GROVE HOMEOWNERS ASSOCIATION, INC.

ARTICLE XV

MISCELLANEOUS

Section 1. Amendments. These Bylaws 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, except that the Federal Housing Administration ("FHA") or the Veterans Administration ("VA") shall have the right to veto any such amendments as long as there is Class B membership and the FHA or VA is insuring or guaranteeing loans or has agreed to insure or guarantee loans on any portion of the Properties.

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

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day

of December of every year, except that the first fiscal year shall begin on the date of incorporation, June 30, 1982.

Section 4. Covenant to Obey Laws, Rules and Regulations.

Each Member shall be subject to the Declaration and shall abide by the Bylaws and rules and regulations as the same are or may from time to time be established by the Board of Directors. Each Member shall observe, comply with and perform all rules, regulations, ordinances and laws made by any governmental authority or any municipal, state and federal government having jurisdiction over the Properties or any part thereof.

IN WITNESS WHEREOF, we, being all of the directors of PECAN GLEN IMPROVEMENT ASSOCIATION, have hereunto set our hands this 20th day of December, 1983.


J. B. Belin, Jr.


Risher Randall


Cullum Heard

BM051G

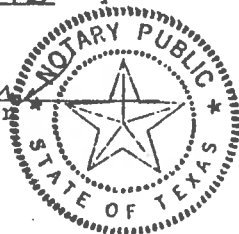
STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared J. B. Belin, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of The Grove Homeowners Association, Inc., a Texas non-profit corporation, as a Director thereof, and for the purposes and considerations therein expressed.

Given under my hand and seal of office this 15th day of December, 1983.

DONNISE CLEMONS
Notary Public in and for the State of Texas
My Commission Expires January 24, 1987

Donnise Clemons
Notary Public in and for
The State of Texas



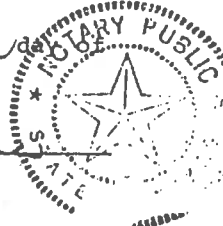
STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Risher Randall, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of The Grove Homeowners Association, Inc., a Texas non-profit corporation, as a Director thereof, and for the purposes and considerations therein expressed.

Given under my hand and seal of office this 15th day of December, 1983.

DONNISE CLEMONS
Notary Public in and for the State of Texas
My Commission Expires January 24, 1987

Donnise Clemons
Notary Public in and for
The State of Texas



STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Cullum Heard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of The Grove Homeowners Association, Inc., a Texas non-profit corporation, as a Director thereof, and for the purposes and considerations therein expressed.

Given under my hand and seal of office this 20th day of December, 1983.

SARAH C. McFARLAND HEARD
Notary Public in and for Harris County, Texas
My Commission Expires January 25, 1986

Sarah C. McFarland Heard
Notary Public in and for
The State of Texas

BM051G

STATE OF TEXAS
COUNTY OF HARRIS

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I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the The Grove Homeowners Association, Inc., a Texas non-profit corporation; and Owners Association, Inc.,

THAT the foregoing Bylaws constitute the original Bylaws of said Association as duly adopted at a meeting of the Board of Directors thereof, held on the 20th day of December, 1983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 20th day of December, 1983.

Cullum Heard
Cullum Heard, Secretary

BM051G