

**BY-LAWS  
OF THE**

**CONCORD COLONY HOMEOWNERS ASSOCIATION**

Effective May 1, 1997

**ARTICLE I**

**Name and Purpose**

The name of the corporation is *Concord Colony Homeowners Association, Inc.*, hereinafter sometimes referred to as the *Association* or the *Corporation*. The principal office of the Corporation shall be located in Harris County, Texas, at such address as may be designated by the Corporation's Board of Directors, but meetings of Members and Directors may be held at other places within Harris County, Texas, as may be designated by the Board of Directors.

The purposes for which the Association is formed are to promote the recreation, health, safety and welfare of the residents of the Property, and for the improvement and maintenance of the Property.

**ARTICLE II**

**Definitions**

**Section 1.** *Association* shall mean and refer to the Concord Colony Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

**Section 2.** *Properties* shall mean and refer to all that certain 89.8323 acre tract of land out of the Michael McCormick Survey, Abstract 533, Harris County, Texas, The Colonies, Concord Colony, (Section One), a subdivision in Harris County, Texas, according to the plat thereof recorded in Vol. 246, page 143 of the Map Records of Harris County, Texas, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

**Section 3.** *Common Areas*, if any, 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 that portion of any of the plots of land shown upon any recorded subdivision map of the Properties on which there is or will be built a single family dwelling, with the exception of the Common Areas and designated reserves.

**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 subject to a maintenance charge assessment by the Association, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having an interest in the mineral estate.

**Section 6.** *Covenants* shall mean and refer to the *Declaration of Covenants, Conditions and Restrictions for the Colonies, Concord Colony (Section One)* per the maps or plats thereof and any additions, amendments and/or supplements thereto, as well as the Covenants for any additional sections which may hereafter be brought within (annexed into) the jurisdiction of the Association. Such covenants include, but are not necessarily limited to, covenants contained in an instrument covering the Property recorded under County Clerk's File No. F-339401, Film Code Reference No. 178-05-2425 of the Official Public Records of Real Property of Harris County.

**Section 7.** *Members* shall mean and refer to those persons entitled to membership as provided in the Covenants and these By-Laws. Every person or entity who is a recorded Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Each Owner shall, upon and by virtue of becoming an Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for the transfer of membership in the Association. Membership in the Association is expressly limited to the Owners of Lots, such ownership being the sole qualification for membership. Lots owned by the Association, county of Harris, city of Houston, or a municipal utility district, and which are set aside for recreational or civic purposes or maintained as green space under conditions set forth in the covenants in such a way as to exempt the owner of said lot from the annual assessment, do not convey membership in the Association for voting purposes or for use of common areas or recreational facilities. Such set aside lots are also not considered when determining a quorum or other set of persons for voting purposes.

**Section 8.** *Suspended Members* shall mean and refer to those persons who are Members of the Association whose membership has been suspended as set forth hereinafter. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association or should a Member for any reason be a judgment debtor of the Association, the voting rights and right to use the recreational facilities and common areas of such Member may be suspended by the Board of Directors until such assessment or judgment has been paid in full. Such rights of a Member may also be suspended after notice and hearing, for a period not to exceed 90 days, for violation of any rule or regulation established by the Board of Directors governing the use of the Common Area and recreational facilities, if any.

## ARTICLE III

### Meetings of the Members

**Section 1.** *Annual Meetings.* The Annual Meeting of the Members, for purposes of electing Directors, receiving all committee and financial reports, and transacting such other business as may properly come before the Board, shall be held some time during the first 15 days of the month of May at a time and place near the subdivision as designated by the Board. The Board of Directors may change the Annual Meeting date at its discretion as deemed necessary, but such alternate date shall be within 15 days of the original meeting date. If the day of the Annual Meeting is a legal holiday, the Board of Directors will designate an alternate date for the Annual Meeting, such alternate date being within 15 days of the original meeting date. Additional Regular Meetings of the Members may be scheduled by the Board of Directors at its discretion if such meetings are deemed necessary. Annual or Regular Meetings of the Members which occur on a Monday, Tuesday, Wednesday, Thursday, or Friday shall not commence until after 6:59p.m.

**Section 2.** *Special Meetings.* Special Meetings of the Members may be called at any time by the President, by at least three Members of the Board of Directors, or upon written request of the Members who are entitled to vote at least 10 percent of the membership. Notice of the Special Meeting shall conform to Section 3 hereinafter and shall state the time, place, and purpose of the meeting. The business transacted at such Special Meeting shall be restricted to the purpose for which it was called.

**Section 3.** *Notice of Meetings.* Except as otherwise provided in these By-Laws, written notice 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 ten days (but no more than 60 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 4. Quorum.** The presence, either in person or by proxy, at the meeting of the Members entitled to cast at least ten percent of the votes as provided herein shall constitute a quorum for any action except as otherwise provided in 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 represented.

**Section 5. Voting.** When more than one person owns an interest in any Lot, all such persons shall be Members. The Vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one Vote or ballot be cast with respect to a Lot. A Member may Vote at any meeting of the Members either in person or by proxy executed in writing by the Member, or by a duly authorized attorney-in-fact. Proxies shall be filed with the Secretary of the Association before or at the time of the meeting and shall automatically cease upon conveyance by the Member of their Lot. Every proxy shall be revocable and shall specify the meeting or action to which it applies. General proxies shall be permitted. Cumulative voting shall not be allowed.

**Section 6. Adjourned Meetings.** A majority of the Members present, either in person or by proxy, and voting may adjourn any meeting from time to time without notice, other than by announcement at the meeting, until the transaction of business submitted to such meeting or any adjournment or adjournments thereof shall have been completed. At any such meeting at which a quorum may be present, either in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally notified or called.

## ARTICLE IV

### Board of Directors

**Section 1. Board of Directors.** The affairs of the Association shall be managed by a Board of five Directors, all of whom must be Members in good standing of the Association and none of whom reside with any other current member of the Board of Directors. Each Director elected shall serve until a successor is duly elected and qualified.

**Section 2. Staggered Terms of Office.** Each Director shall be elected for a term of two years. Three Board positions shall be filled in even years and two Board positions shall be filled in odd years. The Members shall elect the Directors for a term of two years to fill each expiring term.

**Section 3. Regular Election.** The regular election shall be held by secret written ballot at the Annual Meeting of the Members. The election results shall be announced, including the number of ballots cast for each candidate, segregated between the ballots cast by those present in person and those present by proxy, at the Annual Meeting. The candidate receiving the largest number of votes cast for that Board position is elected.

**Section 4. Special Election.** In the event that these By-Laws require a special election of a Director to fill an unexpired term, such special election shall occur after the regular election process has terminated. The special election will be conducted in the same manner as the regular election.

**Section 5. Removal by Members.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association present, either in person or by proxy, and voting at a Special Meeting of the Members called for that purpose.

**Section 6. Removal by Board.** Any Director who has failed to attend a majority of *meetings* within a 300-day period or who has failed to attend three consecutive *meetings* may be removed from the Board by a vote of the majority of the *entire* Board of Directors at any Regular Meeting of the Board or at any Special Meeting of the Board called for that purpose. In this section, for the purposes of determining consecutive attendance or attendance within a 300-day period, *meetings* shall mean any Annual Meetings of the Members, Regular Meetings of the Members, Special Meetings of the Members, Regular Meetings of the Board, Special Meetings of the Board, or any combination thereof.

**Section 7. Vacancies.** In the event of death, resignation, or removal of a Director, the successor shall be appointed by an affirmative vote of a majority of the remaining Directors, even though such majority may constitute less than a quorum of the Board of Directors, and shall serve for the unexpired term of the predecessor until the next Annual

Meeting of the Members. Should such term not expire at the next Annual Meeting of the Members, a *special election* will be held at such Annual Meeting to elect a director to serve for the balance of the term of that position.

**Section 8. Compensation.** No Director shall receive compensation for any services rendered to the Association; provided, however, that any Director may be reimbursed for any documented expenses incurred in the performance of his duties.

**Section 9. Resignation.** Any Director may resign at any time. Such resignation should be made in writing and shall take effect at the time specified therein or, if no time is specified, at the time of its receipt by the Board. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

## ARTICLE V

### Meetings of Directors

**Section 1. Regular Meetings.** Regular Meetings of the Board of Directors shall be held at least four times per *calendar* year without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting date fall upon a legal holiday, the meeting will be rescheduled for another date and time as determined by a majority of 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 Directors after 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 and voting at a duly held Regular Meeting of the Board or Special Meeting of the Board shall be regarded as the act of the Board. If, however, such a quorum shall not be present at any Regular Meeting of the Board or Special Meeting of the Board, the Directors 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.

**Section 4. Adjourned Meeting.** A majority of the number of Directors present and voting may adjourn any Regular Meeting of the Board or Special Meeting of the Board from time to time without notice, other than by announcement at the meeting, until the transaction of business submitted to such meeting or any adjournment or adjournments thereof shall have been completed. At any such meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting as originally notified or called.

**Section 5. Action Without a Meeting (Unanimous Consent).** Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the members of the Board of Directors. Such consent shall be placed in the minute book of the Association with the minutes of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**Section 6. Proxy.** No Director may vote by proxy.

## ARTICLE VI

### Powers of the Board of Directors

**Section 1. Powers.** The Board of Directors shall have the following rights and powers to:

- (a) Adopt and publish rules and regulations governing the use of the Common Areas and recreational facilities and the personal conduct of the Members, their delegates and their guests, thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 90 days for infraction of published rules or regulations regarding use of Common Areas or recreational facilities;
- (c) Exercise for the Association all powers, duties and authority vested in or designated to this Association and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation, or the Covenants;
- (d) Employ a manager, an independent contractor, or such other employees as it deems necessary, and to prescribe their duties and the terms of employment; and
- (e) Exercise such other rights and powers granted under the Covenants, the Articles of Incorporation, or these By-Laws.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record (i.e., minutes) of all its acts and corporate affairs and to present a financial statement to the Members at the Annual Meeting of the Members or, when such statement is requested in writing by 10 percent of the Members who are entitled to vote, to the Members at any Special Meeting of the Members;
- (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 Covenants, to:
  - (1) Fix the amount of the annual assessment against properties subject to the jurisdiction of the Association at least 30 days in advance of each annual assessment period, and take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof; and
  - (2) Send at least 30 days written notice of each assessment to every Owner subject thereto in advance of each annual assessment period;
- (d) Issue, or cause an appropriate Officer to issue, upon demand by any person, a statement setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for issuance of these statements. If such statement indicates that an assessment has been paid, such statement shall be conclusive evidence of such payment;
- (e) Procure and maintain such liability and hazard insurance as deemed appropriate on any property or facilities owned or maintained by the Association;
- (f) Cause any Officers or employees having fiscal responsibilities to be bonded, as deemed appropriate; and
- (g) Cause the Common Areas, if any, to be maintained.

## ARTICLE VII

### 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 held after the Annual Meeting of Members each year. Officers shall be elected by a majority vote of the Board present and voting.

**Section 3. Term.** The Officers of this Association shall be elected annually by the Board and each shall hold office for one year unless said Officer shall sooner resign, or shall be removed, or is 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 a vote of a majority of the *entire* Board of Directors. 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 a majority vote of the Board present and voting at any Regular Meeting of the Board or at any Special Meeting of the Board called for that purpose. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer being replaced.

**Section 7. Multiple Offices.** No person shall simultaneously hold more than one office except in the following instances:

- (a) Both the offices of secretary and treasurer may be held by the same person.
- (b) Special offices created pursuant to Section 4 of this Article may be held simultaneously.
- (c) A special office created pursuant to Section 4 of this Article may be held simultaneously by the president, vice-president, secretary, or treasurer.

**Section 8. Duties.** The duties of the Officers of the Association are as follows:

- (a) The president shall:
  - (1) Preside over all meetings of the Board of Directors and Members, deciding all questions of procedure and order;
  - (2) Sign all approved written instruments of the Association, including, but not limited to contracts, leases, deeds, and mortgages;
  - (3) Formulate goals and plans for the year and present them to the Board of Directors or the members, as appropriate, for approval;
  - (4) Execute all adopted orders, resolutions and motions of the Board of Directors and/or the members; and
  - (5) Serve as Ex-Officio member of all committees.

(b) The vice-president shall act in the place and stead of the president in the event of the president's absence or inability or refusal to act and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) The secretary shall:

- (1) Record the votes and keep the minutes or cause the votes to be recorded and the minutes to be kept of all meetings and proceedings of the Board of Directors and of the Members and submit or cause to be submitted all minutes at subsequent meetings for approval;
- (2) Serve or cause to be served notice of meetings of the Board of Directors and of the Members;
- (3) Keep or cause to be kept appropriate current records showing the Members of the Association together with their addresses; and
- (4) Perform such other duties as required by the Board of Directors.

(d) The treasurer shall be responsible for:

- (1) Maintaining the records of financial accounts of the Association;
- (2) Depositing receipts into a Federally insured account and disbursing expenses of the Association directed by the Board of Directors;
- (3) Maintaining a record of physical assets of the Association that are currently in use and shall notify the Secretary of any change in status;
- (4) Maintaining a depository for physical assets when not in use.
- (5) Preparing legal returns required by taxing authorities.
- (6) Preparing the budget for approval by the Board of Directors, including tentative drafts to be presented to the Board of Directors.
- (7) Preparing an annual budget and a statement of income and expenditures to be presented to the Members at their Annual Meeting, and shall make same available to each Member of the Association.

## ARTICLE VIII

### Committees

**Section 1. *Committee Appointments.*** At its discretion, the Board of Directors may appoint committees, as provided in the Covenants and these By-Laws, as deemed appropriate for carrying out its purposes. These committees may include, but are not limited to:

- (a) *Architectural Control Committee* as provided in the Covenants.
- (b) *Recreation Committee* to advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and to perform such functions as the Board in its discretion determines.
- (c) *Maintenance Committee* to advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and to perform such other functions as the Board in its discretion determines.

(d) *Publicity Committee* to inform the members of all activities and functions of the Association and, after consulting with the Board of Directors, to make such public releases and announcements as are in the best interest of the Association.

**Section 2.** *Function of Committees.* It shall be a function of each committee to respond to inquiries from Members on any matter involving Association duties and activities within its field of responsibility. The committee shall handle such inquiries or refer them to the appropriate committee, Director or Officer of the Association.

**Section 3.** *Reports.* All committees appointed by the Board are required to keep written records of their proceedings and make regular reports as required by the Board.

**Section 4.** *Tenure.* Any committee shall serve until its purpose has been accomplished or until dissolved by the Board, whichever occurs first.

## ARTICLE IX

### Indemnification of Directors and Officers

Pursuant to Section 2.22A of the Texas Non-Profit Corporation Act, and subject to the provisions thereof, the Corporation may indemnify any Director or Officer (or former ones) for expenses and costs, including attorney's fees, which are actually and necessarily incurred in connection with any claim asserted by reason of being or having been a Director or Officer only if it is determined that the person's actions were conducted in good faith and were reasonably believed to be in the Corporation's best interest relative to conduct in any official capacity and that, in all other cases, the conduct was at least not opposed to the Corporation's best interest. In regard to criminal proceedings, the Corporation must find that there was no reasonable cause to believe the conduct was unlawful. The intent of this By-Law provision is to allow the Corporation, by a majority vote of its Board of Directors present and voting at any Regular Meeting of the Board or at any Special Meeting of the Board called for that purpose, to indemnify its Directors and Officers to the maximum extent allowed by law without the necessity of a vote of the membership.

Further, the Board of Directors may purchase and maintain insurance against any liability whether or not the Corporation has the power to indemnify against that liability, to the extent that the majority of the Board feels that such insurance is reasonable and necessary.

## ARTICLE X

### Books and Records

Upon reasonable written notice stating the specific purpose of the demand to the Secretary of the Association, and subject to the demand being deemed proper pursuant to Section 2.13 of the Texas Non-Profit Corporation Act, the specific books, records and papers of the Association (as outlined in the written demand) shall, during reasonable business hours, be subject to inspection and copying (at a reasonable cost to the Member) by any Member or Member's agent, accountant, or attorney. In this regard, the Board of Directors shall provide for review and copying the Corporation's books, records and papers, within the scope of the request, reasonably calculated to satisfy the purpose of the request; provided, however, that the Board may exercise its discretion whether to release information of a confidential or privileged nature (pertaining to the details of another Member's assessment payment history or deed restriction compliance history, or as provided in the Texas Rules of Evidence, as the case may be) which information is not, in the opinion of the majority of the Board, necessary to satisfy the purpose of the request. The Covenants, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at a convenient location to be designated by the Board of Directors, where copies thereof may be purchased by any Member at a reasonable cost to the Member.

## ARTICLE XI

### Checks and Disbursements

Each check issued upon the account of the Association must have at least two authorized signatures, one of which must be a Director of the Association. No check shall ever be pre-signed in blank by any agent, Officer, or Director authorized to sign checks. The Board of Directors is authorized, by resolution, to designate the authorized signatures for withdrawal of funds. No funds belonging to the Association may ever be disbursed without the specific approval of a duly authorized Director.

## ARTICLE XII

### Assessments

As more fully described in the Covenants, each Member is obligated to pay to the Association annual assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent per annum, 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 property, and interest, costs, and reasonable attorney's fees for 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 Areas, if any, or services provided by the Association or by abandonment of his Lot. This Article does not apply to Owners of lots exempted from the annual assessment by the Covenants because said lots are used as common areas set aside for recreational or civic purposes or maintained as green space.

## ARTICLE XIII

### Property Rights: Rights of Enjoyment

Each Member shall be entitled to the use and enjoyment of the Common Areas and recreational facilities, if any, owned by the Association. Any Member may delegate in writing his rights of enjoyment of the Common Areas and recreational facilities to the members of their family who reside on the property. Such Member shall notify the Secretary in writing of the name of any such delegates. The rights and privileges of such delegates are subject to the rules and regulations, By-Laws, Articles of Incorporation, and Covenants of the Association to the same extent as the Member. This Article does not apply to Owners of lots exempted from the annual assessment by the Covenants because said lots are used as common areas set aside for recreational or civic purposes or maintained as green space.

## ARTICLE XIV

### Amendments

**Section 1. Amendment.** These By-Laws may be amended by the affirmative vote of a majority of the Members present, either in person or by proxy, and voting at a Special Meeting of the Members called for that purpose or at the Annual Meeting of the Members if the notice of the Annual Meeting specifies that amendments to the By-Laws will be considered.

**Section 2. Conflict.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Covenants and these By-Laws, the Covenants shall control.

## ARTICLE XV

### Property Transactions

**Section 1.** *Acquisition of Property.* The Association may purchase or accept the conveyance of and own property for the purposes set forth in these bylaws and/or the Articles of Incorporation.

**Section 2.** *Disposition of Real Property.* Real property belonging to the Association may only be sold when authorized by a resolution approved by a majority of the Members present, either in person or by proxy, and voting, at an Annual Meeting of the Members or at a Special Meeting of the Members called for that purpose.

## ARTICLE XVI

### Miscellaneous

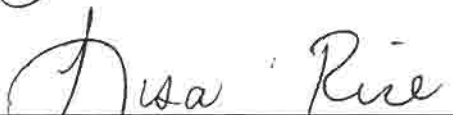
**Section 1.** *Fiscal Year.* The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year.

**Section 2.** *Gender and Grammar.* The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Approved by the members of the Concord Colony Homeowners Association at the Annual Meeting of the Members on May 1, 1997.

IN WITNESS WHEREOF, we, being the directors of the Concord Colony Homeowners Association, have hereunto set our hands this 4th day of June, 1997.

  
\_\_\_\_\_  
Jay Gause, President and Director

  
\_\_\_\_\_  
Lisa Rice, Vice-President and Director

  
\_\_\_\_\_  
Randy Bonnette, Secretary and Director

  
\_\_\_\_\_  
James McClean, Treasurer and Director

\_\_\_\_\_  
Jack Hugele, Director