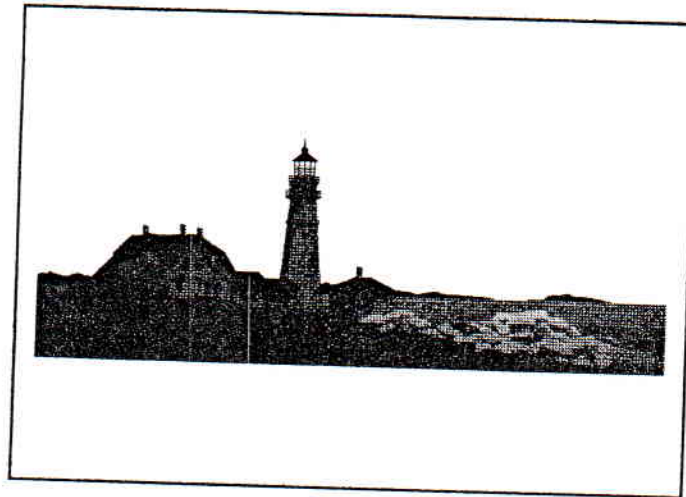


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LAKE TENKILLER HARBOR OWNERS ASSOCIATION BYLAWS

REVISION I



1995

STATE OF OKLAHOMA)
CHEROKEE COUNTY) SS
FILED FOR RECORD IN MY OFFICE

NOV 21 1995

At 11:30 O'clock am and recorded
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B. Carey Deputy
Marshal Bennett, County Clerk



BYLAWS

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**BYLAWS
REVISION I**

ARTICLE I

Name and location

1.01 The name of the Association is LAKE TENKILLER HARBOR OWNERS ASSOCIATION, an incorporated association [hereinafter referred to as "the association"]. The principal office of the Association shall be located in Cherokee County, Oklahoma, but meetings of members and directors may be held at such places within or without the State of Oklahoma as may be designated by the Board of Directors; provided however, that any such meeting held outside the State of Oklahoma shall be valid only if attended by all of the Directors.

ARTICLE II

Definitions

2.01 The terms " Association", "common area", "lots", "owner", and "property" as used in these Bylaws shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions relating to the Lake TENKILLER Harbor Subdivision dated _____, 19____, and recorded in Book____, Page____ in the office of the County Clerk of Cherokee County Oklahoma [hereinafter referred to as the "Declaration"].

2.02 "Member" shall be defined as any owner of one or more lots and each purchaser under a contract to purchase one or more lots [with such contract then being in force] in Lake Tenkiller Harbor Subdivision; provided, however, Lake Tenkiller Associates shall not be eligible for membership in the Association subsequent to September, 1986.

2.03 Lake Tenkiller Harbor Subdivision [hereinafter referred to as "Subdivision"] is deemed to be all property in Cherokee County, Oklahoma, as indicated in Plat No.____, filed in the office of the county clerk of Cherokee County, Oklahoma, on _____, 19____.

ARTICLE III

Meeting of Members

3.01 Annual Meetings: The annual meeting of the members of the Association shall be held at the Recreational Center in the Subdivision or at such other reasonable place as shall be determined by the President of the Association, on the second Saturday of July of each year, at 5:00 p.m.

Without notice, the annual meeting of the Board of Directors shall be held on the same day and at the same place as and

immediately following the adjournment of such annual meeting of the members.

3.02 Special Meetings: Special meetings of the Board of Directors or of the Membership, for any purpose or purposes, unless otherwise prescribed by law or by the certificate of incorporation, may be called at any time by the President or by a majority of the Board of Directors, or upon written request, which must state the purpose or purposes of the proposed meeting, by a majority of the members of the Association.

3.03 Notice of Meetings: Written or verbal notice of each meeting of the members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by posting a copy of the notice, in conspicuous locations, upon all information bulletin boards within the Subdivision, not less than fifteen [15] days nor more than sixty [60] days before the meeting is to take place. The notice shall specify the place, date and hour of the meeting. In the case of a special meeting, the notice shall also state the purpose or purposes of the meeting.

3.04 Quorum: The presence at the meeting of members entitled to cast five percent [5%] of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the declaration or in this Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members in attendance entitled to vote shall have the power to adjourn the meeting for a maximum of two (2) hours without notice, other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

3.05 Absentee Voting: In the event a member is unable to attend any membership meeting in which an election is to take place, an absentee ballot may be requested by the member from the secretary of the Association. Absentee ballots are to be returned to the secretary by the day before the election date, in person or by mail in a sealed envelope bearing the name of the member on the outside of the envelope. Any writing on an absentee ballot will result in the ballot being rejected as a spoiled ballot. A list of absentee voters will be published and posted along with the list of qualified members entitled to vote. Absentee voting will be allowed at all special and annual meetings of the Association members.

ARTICLE IV

VOTING

4.01 Members shall be entitled to one [1] vote [at all meetings of members and otherwise] for each lot owned or purchased by them in the subdivision; provided, that not more than one [1] vote shall be cast with respect to each lot, up to a maximum of four (4) votes. Votes shall not be divided into

fractional votes unless divided according to the terms of this paragraph. When two or more members are the owners or purchasers of the same lot or portion of a lot, any of such members may cast the entire vote attributable to such lot[s], provided the association does not receive, at or prior to the time such vote is cast, notice of protest of such action from members who collectively are the owners or purchasers of at least one-half [1\2] interest in such lot or portion of a lot. Such notice of protest must be in writing unless given at a duly-called meeting of the members. In the event that a lot is validly subdivided, and a member or members own or purchase at least forty percent [40%] but no more than sixty percent [60%] in an area of such lot, such member or members shall be entitled to a fractional vote for such lot not to exceed a total of one [1] vote for each lot owned or purchased, up to a maximum of four (4) votes.

4.02 The officer that has charge of the Association's membership ledger of the Association shall prepare and make, at least ten [10] days before every meeting of members, a complete list of the members entitled to vote at the meeting, arranged in alphabetical order, showing the Subdivision address of and the number of votes registered in the name of the member. Such list shall be open to the examination of any member for any purpose pertaining to the meeting, during ordinary business hours, at a place where the meeting is to be held. This list shall be produced at the time and place of any meeting and be subject to inspection of any member who may be present.

4.03 The majority of the total votes cast by qualified voting members present in person shall decide any question brought before any meeting of the members.

4.04 Unless otherwise stated within these Bylaws, a two thirds [2\3] majority vote of the voting members present shall be required to affirm or initiate any action occurring in the normal and regular course of business by the Association. For any decision not occurring in the normal and regular course of business, or for any amendment or addendum to these Bylaws or any call for dissolution of the Association, the vote shall be by a super majority of seventy five percent [75%] of all members present.

4.05 No member who is in arrears for more than thirty [30] days in respect to the annual assessment set forth in the restrictions of record shall be eligible to vote at any meeting, provided, however, that with respect to any such member who is an owner or purchaser of more than one lot, the loss of vote of such member shall only apply to such lot as to which he is in arrears.

ARTICLE V

Board of Directors Selection; Term of office

5.01 Number: The affairs of the Association shall be managed by a Board of five [5] directors who must be members of the Association and may not be employed by the original developers or subsidiaries thereof. The Board of Directors may exercise all such powers of the Association and do all such lawful acts as are not by law or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the members.

5.02 Term: Except as otherwise provided within these Bylaws, the terms of each director shall be for a period of two [2] years or until his successor is elected, whichever shall be the longer period. Directors may serve an unlimited amount of consecutive terms, provided members properly elect said director to additional terms. The initial directors named in the Articles of Incorporation shall act as the first duly-qualified Board of the Association. The terms of the Board of Directors shall be staggered such that three [3] directors shall be elected in even-numbered years and two [2] directors shall be elected in odd-numbered years.

5.03 Removal: Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association present at any properly-called membership meeting. In the event of death, resignation or removal, pursuant to these Bylaws, of a director, his successor shall be selected by the remaining members in attendance at a special meeting called by the Board for the purpose of filling said vacancy and said newly-elected director shall serve for the unexpired term of his predecessor.

5.04 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.

5.05 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 written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

Nomination and Election of Directors

6.01 Nomination: Nomination of directors to the Board of Directors shall be made by a nominating committee. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors and four [4] or more other persons. The nominating committee shall be appointed by the President of the Association at least sixty [60] days prior to each annual meeting of the members, and shall serve in such capacity until the close of the annual meeting. The nominating

committee shall present the initial slate of nominees to the members of the Association at the June monthly meeting for member approval. 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. Nominations may also be made by any member of the Association at the June meeting.

6.02 Election: Directors shall be elected on the day of the annual meeting of the association by a majority of the votes cast by written ballot. At the election, the members present may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Any member who is unable to attend this annual meeting may vote in absentia according to Paragraph 3.05, and may also 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.

6.03 The Board of Directors will appoint three (3) Association members to serve as the Election Committee: Inspector; Clerk; and Judge; to oversee and count the votes. Votes may be cast at the pool pavilion in the Director's office, from 8:00 a.m. to 6:00 p.m., on the day of the annual meeting. Absentee ballots are to be in on the day before the annual meeting.

ARTICLE VII Meetings of Directors

7.01 Regular Meetings: Regular meetings of the Board of Directors shall be held monthly at such an hour as may be fixed from time to time by resolution of the Board, without the necessity of further notice.

7.02 Special Meetings: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any three [3] directors, after not less than three (3) days notice to each director.

7.03 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 at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board, except in regard to the expulsion of members as hereinbefore provided.

ARTICLE VIII

Powers and Duties of the Board of Directors

8.01 Powers: The Board of Directors shall have the power to:

A. Adopt and publish rules and regulations governing the use of the common areas including any improvements and amenities located thereon, and the personal conduct of the members and their guests thereon, and to establish penalties for the infractions thereof;

B. Suspend the voting rights and the right of use of any recreational facilities located on any common area during any period in which the member is in default in the payment of any assessment levied by the Association; these rights may also be suspended for a period not to exceed thirty [30] days for an infraction of published rules and regulations;

C. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration of Covenants and Restrictions; and

D. Employ a manager, independent contractors or other employees or contractors they deem necessary, and to prescribe their duties.

8.02 Duties: It shall be the duty of the Board of Directors to:

A. Keep 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 a statement is requested in writing by the owners of five percent [5%] of the lots in the subdivision;

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] Upon approval of a majority of members of the Association, fix the amount of the annual assessment against each lot not later than February 1 of each year;

[2] Send written notice of each annual assessment to every lot owner subject thereto not later than March 1 of each year, and of each special assessment, at least thirty [30] days in advance of its due date;

[3] Foreclose a lien against a lot if the owner thereof has not paid the assessment thereon within such time as the Board of Directors determine, or bring an action at law against the owner personally obligated to pay the same, or both;

D. Issue or cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid; a reasonable charge may be made by the Board for the issuance of these certificates. [If the certificate states that an assessment has been paid, the certificate shall be conclusive evidence of payment with respect to any person relying on the certificate.]

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 areas to be maintained.

ARTICLE IX

Officers and Their Duties

9.01 Enumeration of Officers: The officers of the this Association shall be a President, Vice President, and a Treasurer who shall at all times be members of the Board of Directors, a Secretary, and such other officers as the Board may, from time to time by resolution, create.

9.02 Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors and thereafter at the first meeting of the Board of Directors following each annual meeting of the members.

9.03 Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one [1] year unless such officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

9.04 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.

9.05 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 the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

9.06 Vacancies: A vacancy of any office may be filled by appointment by the Board. The officer appointed to the vacancy

shall serve for the remainder of the term of such officer replaced.

9.07 Multiple Offices: Not more than two [2] offices may be held by the same person. The offices of President and Vice President or President and Secretary shall not be held by the same person. The President and Vice President shall be members of the Board of Directors.

9.08 Duties: The duties of the officers are as follows.

A. President: The President shall preside at all meetings of the members and of the Board of Directors and see that orders and resolutions of the Board are carried out. The President shall have authority to sign all leases, mortgages, deeds and other written instruments.

B. Vice President: The Vice President shall act in the place and stead of the President in the event of the Presidents absence, inability or refusal to act, and exercise and discharge such other duties as may be required of him by the Board. The Vice President shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments.

C. Secretary: The secretary shall record the votes and keep minutes of all meetings and proceedings of the members; serve notice of the meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses when required by law; attest and affix the seal of the Association to all leases, mortgages, deeds and other written instruments; and perform such other duties as required by the Board.

D. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association's books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members requesting the same. The Treasurer shall be bonded, all accounts shall require two [2] signatures, and there shall be a certified current audit presented at the annual meeting each year. The amount of the bond shall be determined by the current Board of Directors.

ARTICLE X

Committees

10.01 General Committees: The Board of Directors or the President may appoint such committees from time to time, as deemed appropriate, and delegate to such committees, duties as the Board or President may deem proper.

10.02 Special Committees: The appointments of the Nominating Committee shall be made by the President as hereinbefore provided. The appointment of the Election Committee shall be by the Board if Directors.

ARTICLE XI

Books and Records

11.01 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to examination by any member. The Declaration, the Articles of Incorporation and the Bylaws of this Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost. An outgoing Director or Officer, shall within ten (10) days from the annual meeting, or effective date of termination, transfer all books, records and papers of the Association, which have been associated with his/her term of office, to his/her successor.

ARTICLE XII

Assessments

12.01 As more fully provided in the Declaration of Covenants and restrictions, each member is obligated to pay to the Association assessments which are secured by a continuing lien upon the lot against which the assessment is made. If the assessment is not paid on the due date, the assessment shall bear interest from the date of delinquency at the rate of twenty percent [20%] per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the lot, and interest, costs and reasonable attorney's 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 non-use of the common areas or abandonment of his lot.

ARTICLE XIII

Amendments

13.01 These Bylaws may be amended at a regular or special meeting of the members, by the holder of seventy-five percent [75%] of the votes of the members of the Association present in person at the meeting in which the votes are taken or in absentia according to Paragraph 3.05. Anything set forth above in this Article to the contrary, notwithstanding, Declarant shall have

the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these Bylaws all as, from time to time, amended or supplemented. However, this unilateral right, power or authority of Declarant may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the property or any part thereof or any lots thereon for federally-approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies thereto approve the property or any part thereof or any lot therein for federally-approved mortgage financing purposes, any amendments to these Bylaws made during any period of time shall also require the prior consent of the agency giving such approval.

13.02 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration of Covenants and Restrictions and the Articles or these Bylaws, the Declaration shall control.

ARTICLE XIV

Membership

14.01 In accordance with the Subdivision Restrictions and these Bylaws, each person or entity who owns property, or is under contract to purchase property, in Lake Tenkiller Harbor, is a member of the Association. Such person or entity shall thereafter be a member of the Association, unless such person or entity refuses membership by written statement to the Board of Directors, is expelled, ceases to be eligible for membership, or ceases to be a member for any other reason. Termination of membership, for any reason, does not relieve the owner or purchaser from payment of the annual or special assessments.

14.02 All members are of the same class and have identical rights in the operation and management of the Association.

14.03 Any member may be expelled for cause, and upon determination of cause by a unanimous vote of all of the Board of Directors of the Association, the member to be expelled shall immediately lose all right, title and interest in and to all matters concerning the Association. Determination of cause shall be in the sole discretion of the Board of Directors, and shall be based on any misconduct as determined by the Board of Directors which continues after the desistance of said conduct has been requested by the Board of Directors or for any other reason which the Board of Directors unanimously agree warrants expulsion and is found to be made not in good faith towards the members of the Association. In no event shall expulsion operate to discharge

the expelled member's indebtedness to the Association, nor shall expulsion operate to discharge then accrued assessments nor cease the accrual of future assessments against property of which such expelled member continues to be an owner or purchaser.

ARTICLE XV

Miscellaneous

15.01 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 each year, except that the first fiscal year shall begin on the date of formation and end on December 31st of that year.

15.02 Seal: The Association shall have a seal in circular form, having within its circumference, the name of the Association, the words "Association Seal" and the word "Oklahoma."

15.03 Indemnity: Each officer or director of this Association, including such person's heirs and personal representatives, made a party to any action, suit or proceeding, or against whom a claim or liability is threatened, asserted or commenced by reason of the fact that such person was or is an officer or director of the Association, shall be indemnified and held harmless by the Association against all judgements, fines or amounts paid on account thereof [whether in settlement or otherwise] and reimbursed for all expenses incurred, including attorney's fees actually and reasonably incurred by the person in connection with the defense of any action, suit, proceeding or claim, whether or not the same proceeds to judgement or is settled or is otherwise brought to a conclusion, provided that no person shall be indemnified or reimbursed for costs or expenses arising out of the person's dishonesty with the Association, his willful malfeasance or gross and reckless disregard of such person's duty. The indemnification provided above is not exclusive, but, in addition, any person who is or was an officer or director of the Association shall be entitled to all reimbursement and indemnity provided by or under applicable provisions of the Oklahoma Business Corporations Act as now in effect or as hereafter amended. The above described indemnity applies only to directors and officers of the Association subsequent to July 1, 1988 and does not apply to officers or directors who held office prior to that date.

15.04 All members, their families and authorized guests shall have the right to use all of the Association's facilities, including its swimming pool, park and recreational area, to the extent permitted by and in accordance with the terms and conditions that may be set out in the Association's rules which may, from time to time, be established by the Board of Directors. As to each membership which is held by other than a single individual, the use of the Association's facilities shall be only

by an individual person and the family of such individual person named by such member.

15.05 All provisions of these Bylaws shall be construed and enforced according to the laws of the State of Oklahoma. Furthermore, all provisions contained in the Articles of Incorporation, in the restrictions for the Subdivision now or hereinafter recorded, and in all state and federal statutes shall have precedence and shall control over any conflicting provisions contained in these Bylaws.

15.06 The Association shall not enter into contract to pay, and shall not pay, any salary or remuneration to any person, persons or business, which would be directly or indirectly related to any Board member or any officer of the Association, unless said contract for salary or proposed agreement is presented at the regularly-scheduled membership meeting whereupon a majority of the voting members accept said proposal.

15.07 No member shall:

A. Have the right or authority to bind or obligate the Association to any extent whatsoever with regard to any matter outside the scope of business defined for the Association;

B. Use the Association name, credit or property for other than Association purposes;

C. Do any act detrimental to the interests of the Association or which would make it impossible to carry on the business or affairs of the Association;

D. Borrow money in the name of the Association for any purpose or utilize collateral owned by the Association as security for such loan;

E. Assign, pledge, transfer, compromise or release any of the claims of or debts due the Association except upon payment in full;

F. Arbitrate or consent to the arbitration of any of the disputes or controversies of the Association;

G. Make, execute or deliver any assignment for the benefit of creditors or any bond, confession of judgement, chattel mortgage, deed, guaranty, indemnity bond, surety bond, or contract to sell or contract of sale of all or substantially all of the property of the Association;

H. Lease, mortgage, or in any other way encumber, any Association real estate or any interest therein or enter into any such contract for any such purpose without the

consent of the Association.

15.08 These Bylaws are hereby declared and shall be binding upon the respective heirs, executors, administrators and personal representatives of the members.

15.09 In the event of any litigation to interpret or enforce any provisions of the Declaration of Covenants and Restrictions, the Articles of Incorporation or these Bylaws, the prevailing party or parties shall be able to recover from the non-prevailing party or parties, all of their costs, including reasonable attorney's fees.

IN WITNESS WHEREOF, we, being all of the Directors of LAKE TENKILLER HARBOR OWNERS ASSOCIATION have hereunto set our hands this 18 day of Nov., 1995.

Harvey L. Barber
[Signature]
Richard Miller
Leonard Brennan

I, THE UNDERSIGNED, do hereby certify:

1. That I am the duly-elected and acting Secretary of LAKE TENKILLER HARBOR OWNERS ASSOCIATION, an incorporated Association; and

2. That the foregoing Bylaws constitute the amended bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 18 day of Nov., 1995.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 18 day of Nov., 1995.

Sue L. Barber
Secretary
