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**BYLAWS**

**OF**

**TYLER STONEGATE PROPERTY OWNERS ASSOCIATION, INC.**

*A Texas Non-Profit Corporation*

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Set forth below are the Bylaws of **TYLER STONEGATE PROPERTY OWNERS ASSOCIATION, INC.**, a Texas Non-Profit Corporation (the "Association"), adopted by resolution of the Board of Directors of the Association, in accordance with Art. 1396-2.09 of the Texas Non-Profit Corporation Act (the "Act").

**ARTICLE 1: CORPORATE OFFICES**

1.01. Principal Office: The principal office of the Association in the State of Texas shall be located at 1800 Shiloh Road, Suite 201, Tyler, Smith County, Texas 75703. The address of the principal office may be changed from time to time by resolution of the Board of Directors.

1.02. Additional Offices: The Association may have such other offices, either within or without the State of Texas, as the Board of Directors may determine by resolution or as the affairs of the Association may require from time to time.

1.03. Registered Office and Registered Agent: The Association shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Association in the State of Texas. The registered agent and/or the address of the registered office may be changed from time to time by resolution of the Board of Directors, or, with regard to a change of address of the registered office to be identical to the office of the registered agent, by the registered agent.

**ARTICLE 2: STATEMENT OF PURPOSES**

2.01. General Purposes: The Association is authorized to engage in all activities permitted of non-profit corporations under the provisions of the Act.

2.02. Primary Purpose: Notwithstanding the generality of Section 2.01 of this Article, the primary purpose of the Association is to server as the official "property owners association", as that term is defined in Sec. 202.001(2), Texas Property Code, of Stonegate Subdivision, a residential planned

unit development of that certain 168.86 acre tract of land in the City of Tyler, Smith County, Texas, out of the Marshall University Survey, Abstract No. 636 being developed by the Developer.

### **ARTICLE 3: BOARD OF DIRECTORS**

3.01. Management by Board of Directors: The affairs of the Association shall be managed by the Association's Board of Directors.

3.02. Qualifications of Directors: An individual need not be a resident of the State of Texas to be qualified to serve as a Director.

3.03. Number of Directors: The number of Directors shall be fixed by resolution of the Board of Directors from time to time. The number of Initial Directors, as stated in the Association's Articles of Incorporation, shall be three (3).

3.04. Election of Directors: The Association's Board of Directors shall be elected as the annual meeting of the Members of the Association.

3.05. Tenure of Directors: Each Director shall hold office until the expiration of the Director's one year tenure in office, and thereafter until that Director's successor shall have been elected by the Members, or elected to a vacancy by the then existing Board of Directors and qualified, or until a Director's earlier death, resignation or removal.

3.06. Regular Meetings: A regular annual meeting of the Board of Directors shall be held without notice at a time and place determined by resolution of the Board of Directors. The Board of Directors may provide by resolution the time and place, either within or without the State of Texas, for the holding of additional regular meetings of the Board without notice other than such resolution.

3.07. Special Meetings: Special meetings of the Board of Directors may be called by or at the request of the President of the Association. A special meeting of the Board of Directors shall be called by the Secretary of the Association whenever requested in writing by a majority of the Directors.

3.08. Notice of Special Meeting: Notice of any special meeting of the Board of Directors shall be given at least two days prior to the meeting by written notice delivered personally or sent by mail or facsimile transmission to each Director at the Director's address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail properly addressed with postage thereon prepaid. If notice be given by facsimile transmission, such notice shall be deemed to be delivered when the notice is transmitted by the Association to the Director.

3.09. Waiver of Notice of Meeting: Any Director may waive notice of any meeting in writing. All such written waivers shall be filed with the minutes of such meeting. The attendance of a Director

at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to be transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by a specific provision of these Bylaws.

3.10. Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any regular or special meeting of the Board; but if less than an majority of the Directors are present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

3.11 Manner of Acting: A resolution adopted by a majority of the Directors present at a meeting at which a quorum is present shall constituted an act of the Board of Directors, unless the vote of a greater number is required by law or by a specific provision of these Bylaws.

3.12. Removal: Any Director elected by the Board of Directors may be removed by the Board of Directors whenever in the judgment Board of Directors, the best interests of the Association would be served thereby. Such action shall require the affirmative vote of at least a majority of the Directors elected to serve on the Board of Directors. Any Director elected by the Members may be removed by action of the Members, at any annual or special meeting of the Members.

3.13. Vacancies: Any directorship to be filled by reason of an increase in the number of Directors shall be filled by a majority of the Board of Directors prior to such increase. Any vacancy occurring in the Board of Directors shall be filled by a majority of the remaining Directors, though less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of such Director's predecessor in office, or such Director's successor qualifies, or until such Director's earlier death, resignation or removal.

3.14. Informal Action by Directors: Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors.

#### **ARTICLE 4: OFFICERS**

4.01. Officers: The officers of the Association shall be a President, a Secretary, a Treasurer, and such other officers as may be elected by resolution of the Board of Directors in accordance with the provisions of this Article. The Board of Directors, by resolution, may elect or appoint such other officers, including one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers, as the Board shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by resolution of the Board of Directors. Any two or more offices may be held by the same person, except the office of President and Secretary.

4.02. Election and Term of Office: The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers

shall not be held at such meeting, such election shall be held as soon thereafter as possible. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until such officer's successor-in-office shall have been duly elected and shall have qualified.

4.03. Removal: Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

4.04. Vacancies: A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by resolution of the Board of Directors for the unexpired portion of the term.

4.05. President: The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all regular and special meetings of the Board of Directors. The President may sign, without the required joinder of the Secretary or any other officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have, by resolution, authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by resolution of the Board of Directors, from time to time.

4.06. Vice President: In the absence of the President or in the event of the President's inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to that Vice President by the President or Board of Directors.

4.07. Treasurer: If required by resolution of the Board of Directors, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories selected by resolution of the Board of Directors. In general, the Treasurer shall perform all duties incident to the office of treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors. The Treasurer shall make a written report of the finances of the Association at each regular meeting of the Directors, and at such other time as the Directors shall require.

4.08. Secretary: The Secretary shall keep the minutes of all meetings of the Members and of the Board of Directors in one or more books provided for that purpose; give all notices in accordance

with the provisions of these Bylaws or as required by law; and be custodian of the corporate records. In general, the Secretary shall perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the President the President or by the Board of Directors.

4.09. Assistant Treasurers and Assistant Secretaries: If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall by resolution determine. In general, the Assistant Treasurers and Assistant Secretaries shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors. In the absence of their supervisor-in-office, Assistant Treasurers and Assistant Secretaries shall perform the duties of their supervisor-in-office, in the order elected.

4.10. Limitation to Incur Debts: No officer or employee of this Association shall have the power to incur any indebtedness on behalf of the Association in excess of Twenty-Five Thousand Dollars (\$25,000.00) unless such officer or employee shall have obtained advance authorization to do so by resolution of the Board of Directors.

#### **ARTICLE 5: COMMITTEES**

5.01. Architectural Control Committee: Subject to the rights of the Developer as set forth in the Restrictions for Stonegate Subdivision, that Board of Directors, by resolution, shall designate and appoint a committee to carry out the duties of the Architectural Control Committee established in the Restrictions for Stonegate Subdivision. If appointed by the Board of Directors, the members of the Architectural Control Committee may be removed and replaced by resolution of the Board of Directors.

5.02. Executive Committees: The Board of Directors, by resolution, may designate and appoint one or more executive committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have exercise and authority of the Board of Directors in the management of the Association. However, no such executive committee shall have the authority of the Board of Directors in reference to:

- (A) amending, altering, or repealing the Bylaws;
- (B) electing, appointing, or removing any member of any such committee or any Director or officer of the Association;
- (C) amending the Articles of Incorporation;
- (D) adopting a plan of merger or adopting a plan of consolidation with another corporation;
- (E) authorizing the sale, lease, exchange, or mortgage of all or substantially all of the

property and assets of the Association;

- (F) authorizing the voluntary dissolution of the Association or revoking proceedings therefore;
- (G) adopting a plan for the distribution of the assets of the Association; or
- (H) amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or repealed by such committee.

That designation and appointment of any such executive committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed on the Director by law. Committees shall at all times remain subject to the control and supervision of the Board of Directors.

5.03. Other Committees: Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated and appointed by resolution of the Directors. Except as otherwise provided in such resolution, members of each such committee shall be appointed by the President of the Association. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

5.04. Term of Office: Each member of each committee shall continue as such until the next annual meeting of the Directors of the Association and until such committee member's successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

5.05. Chairman: One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

5.06. Vacancies: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

5.07. Quorum: Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

5.08. Rules: Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

## ARTICLE 6: DOCUMENTS & FUNDS

6.01. Contracts: The Board of Directors may authorize any officer or officers, agent or agents of

the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.

6.02. Checks & Drafts: All checks, drafts, or 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. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer of the Association.

6.03. Depositories: All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories selected by resolution of the Board of Directors.

6.04. Gifts: The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

## ARTICLE 7: INDEMNIFICATION

7.01. Definitions: In this Article, the following terms have the following definitions:

(A) Person: "Person" shall include:

- (1) Any individual who is or was a director, officer, agent or employee of the Association; and
- (2) Any individual who serves or served at the Association's request as a director, officer, agent, employee, partner, trustee or similar function of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust employee benefit plan, or other enterprise for amounts incurred by reason of such individual's service on behalf of the Association.

(B) Eligible Expenses: "Eligible Expenses" include:

- (1) Court Costs: All taxable costs of court actually incurred or adjudged against a Person in a Proceeding;
- (2) Litigation Expenses: All reasonable litigation expenses actually incurred in connection with a Proceeding, including attorneys' fees, expert witness fees, investigative fees and travel expenses; and
- (3) Awards: All sums awarded against a Person as judgments, penalties (including excise and similar taxes), fines and settlements in connection with

the Proceeding.

(C) Official Capacity: "Official capacity" means:

- (1) when used with respect to a director, the office of director in the corporation; and
- (2) when used with respect to an individual other than a director, the elective or appointive office in the corporation held by the officer or the employment or agency relationship undertaken by the employee or agent in behalf of the corporation; but
- (3) in neither Paragraphs (1) nor (2) of this Subsection C include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

(D) Proceeding: "Proceeding" means

- (1) Action: Any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative in which a Person's participation is necessitated by reason of the person's association with the Association or service on behalf of the Association;
- (2) Appeal: Any appeal in such an Action,
- (3) Inquiry: Any inquiry or investigation that could lead to such an Action; and
- (4) Witness or Participation: Any appearance as a witness or other participation in a Proceeding, event if the Person is not a named defendant or respondent, in the Proceeding.

7.02. Eligibility for Indemnification: The Association shall indemnify a Person from all Eligible Expense incurred in connection with a Proceeding only if it is determined in accordance with Section 7.05 of this Article that the Person:

- (1) conducted themselves in good faith;
- (2) reasonably believed:
  - (a) in the case of conduct in the Person's Official Capacity as an agent, employee, officer or director of the Association, that the Person's conduct was in the Association's best interests; and
  - (b) in all other cases, that the Person's conduct was at least not opposed to the



Association's best interests; and

- (3) in the case of any criminal proceeding, had no reasonable cause to believe the Person's conduct was unlawful;

7.03. Exceptions: The Association shall not indemnify a Person under Section 7.02 of this Article in respect of a Proceeding:

- (1) in which the Person is found liable on the basis that a personal benefit was improperly received by the Person, whether or not the benefit resulted from an action taken in the Person's Official Capacity;
- (2) in which the Person is found liable to the Association; or
- (3) in which the Person is been found liable for willful or intentional misconduct in the performance of a duty owed to the Association by the Person.

7.04. Termination of Proceeding Not Determinative: The termination of a proceeding by judgment, order, settlement, or conviction or on a plea of nolo contendere or its equivalent is not of itself determinative that the person did not meet the requirements set forth in Section 7.02 of this Article. A Person shall be deemed to have been found liable in respect of any claim, issue or matter only after the Person shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

7.05. Determination of Eligibility: A determination of eligibility for indemnification under Section 7.02 of this Article must be made:

- (1) Resolution of Disinterested Directors: By a resolution of the board of directors adopted by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants, respondents or parties under investigation in the Proceeding;
- (2) Committee Resolution: If such a quorum of disinterested cannot be obtained under Subsection (1) of this Section, by a resolution adopted by a majority vote of a committee of the board of directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants, respondents or parties under investigation in the proceeding;
- (3) Special Legal Counsel: By special legal counsel selected by a resolution of disinterested directors or a committee of the board by vote as set forth in Subsection (1) or (2) of this Section;
- (4) Resolution of All Directors: If such a quorum cannot be obtained under Subsection

(1) of this Section, and a committee cannot be established under Subsection (2) of this Section, by a resolution adopted by a majority vote of all directors; or

- (4) Member Resolution: By a resolution adopted by a majority of a quorum of the members in a vote that excludes the votes of all Person who are named defendants, respondents, or parties under investigation in the proceeding.

7.06. Determination of Eligible Expenses: Authorization of indemnification and determination as to eligibility of claimed expenses must be made by resolution adopted in the same manner as the resolution determining that the Person is eligible for indemnification, except that if the determination of eligibility for indemnification is made by special legal counsel, authorization of indemnification and determination as to eligibility of claimed expenses shall be made by a resolution adopted by majority vote of the directors or committee that selected the special legal counsel. A provision contained in a resolution of members or directors, or an agreement that makes mandatory the indemnification provided in Section 7.02 of this Article shall be deemed to constitute authorization of indemnification in the manner required by this Section even though such provision may not have been adopted or authorized in the same manner as the determination that the Person is eligible for indemnification.

7.07. Mandatory Indemnification: Notwithstanding any other provision of this Article, the Association shall indemnify a Person, if the Person has been wholly successful, on the merits or otherwise, in the defense of a Proceeding. If the Person files suit for the indemnification under this Section 7.07, and a court of competent jurisdiction determines that the Person is entitled to indemnification under this Section, the Court shall order indemnification from the Association and shall award to the Person all reasonable expenses incurred in securing the indemnification.

7.08. Suit for Indemnification: If, upon application of a Person, a court of competent jurisdiction determines, after reasonable notice to the Association, that the Person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the Person has met the requirements set forth in Section 7.02 of this Article, the court may order the indemnification that the court determines is proper and equitable; provided, however, that if the Person is found liable under the circumstances set forth in Section 7.03 of this Article, the court shall not order indemnification.

7.09. Preliminary Payment: Reasonable expenses incurred by a Person who was, is, or is threatened to be made a named defendant or respondent in a Proceeding may be paid or reimbursed by the Association, in advance of the final disposition of the Proceeding and without the determination specified in Section 7.05 of this Article or the authorization or determination specified in Section 7.06 of this Article, after the Association receives a written affirmation by the Person of the Person's good faith belief that the Person has met the standard of conduct necessary for indemnification under this Article and a written undertaking by or on behalf of the Person to repay the amount paid or reimbursed if it is ultimately determined that the Person has not met that standard or if it is ultimately determined that indemnification of the Person is prohibited by Section 7.03 of this Article. A provision contained in these bylaws, a resolution of the members or directors, or an agreement that

makes mandatory the payment or reimbursement permitted under this section shall be deemed to constitute authorization of that payment or reimbursement. The written undertaking required by this Section 7.09 of this Article must be an unlimited general obligation of the Person but need not be secured and may be accepted without reference to financial ability to make repayment.

7.10. Contractual Provisions: A provision for the Association to indemnify or to advance expenses to an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding, whether contained in a resolution of members or directors, an agreement or otherwise, except in accordance with Section 7.11 of this Article, is valid only to the extent it is consistent with this Article.

7.11. Coverages: The Association may purchase and maintain on behalf of any Person as defined in this Article, whether or not the Association would be obligated to indemnify the Person against that liability under this Article:

- A. Insurance: Insurance which insures against any liability asserted against such Person and incurred by such Person in such a capacity or arising out of such Person's status as a "Person";
- B. Other Arrangements: Other arrangements against any liability asserted against such Person or incurred by such Person in such capacity or arising out of his such Person's status as such a "Person." Provided, however, that if the other arrangement is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the arrangement may provide for payment of a liability with respect to which the Association would be prohibited from indemnifying such Person only if coverage for that liability has been approved by the Association's members;
- C. Trust Fund: A trust fund established by the Association against any liability asserted against such Person or incurred by such Person in such capacity or arising out of his such Person's status as such a "Person";
- D. Self-Insurance: Any form of self-insurance established by the Association against any liability asserted against such Person or incurred by such Person in such capacity or arising out of his such Person's status as such a "Person";
- E. Security: Secure the Association's indemnity obligation by grant of a security interest or other lien on the assets of the Association; or
- F. Surety: A letter of credit, guaranty, or surety arrangement obtained by the Association.
- G. General Provisions: The insurance may be procured or maintained with an insurer, or the other arrangement may be procured, maintained, or established within the Association or with any insurer or other person considered appropriate by the board

of directors, regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Association. In the absence of fraud, the judgment of the board of directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement is conclusive, and the insurance or arrangement is not voidable and does not subject the directors approving the insurance or arrangement to liability, on any ground, regardless of whether directors participating in the approval are beneficiaries of the insurance or arrangement.

7.12. Report to Members: Any indemnification of or advance of expenses to a Person in accordance with this Article shall be reported in writing to the members of the Association with or before the notice or waiver of notice of the next meeting of members or with or before the next submission to members of a consent to action without a meeting and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

7.13. Employee Benefit Plans: The Association is deemed to have requested a Person or to serve an employee benefit plan whenever the performance by the Person of such Person's duties to the Association also imposes duties on or otherwise involves services by such Person to the plan or participants or beneficiaries of the plan. Excise taxes assessed on a Person with respect to an employee benefit plan pursuant to applicable law are deemed fines. Action taken or omitted by a Person with respect to an employee benefit plan in the performance of such Person's duties for a purpose reasonably believed by such Person to be in the interest of the participants and beneficiaries of the plan is deemed to be for a purpose which is not opposed to the best interests of the Association.

## ARTICLE 8: GENERAL PROVISIONS

8.01. Books & Records: The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors, and committees having any of the authority of the Board of Directors.

8.02. Fiscal Year: The fiscal year of the Association shall begin on the first day of January and end on the last day in December in each year.

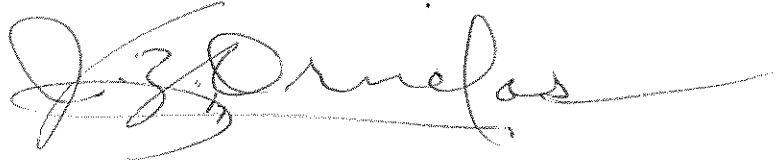
8.03. Corporate Seal: The Board of Directors shall provide a corporate seal in the form acceptable to the Board of Directors.

8.04. Waiver of Notice: Whenever any notice is required to be given under the provisions of the Texas Non-Profit Association Act or under the provisions of the Articles of Incorporation or the Bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

8.05. Alteration & Amendments: These Bylaws may be altered or amended in whole or in part, or

repealed and new bylaws may be adopted by resolution of the Board of Directors at any regular meeting or special meeting, if at least two days written notice is given of an intention to alter, amend, or repeal these Bylaws or to adopt new bylaws at such meetings, and such notice contains a statement of the nature of the proposed amendment(s).

The undersigned, as Secretary of the Association does hereby certify that the foregoing are the Bylaws of the Association as approved and adopted by unanimous consent of the Directors as of the 24 day of October, 2001.

A handwritten signature in cursive script, appearing to read "J. Z. Ornelas", written over a horizontal line.

**JOSEPH Z. ORNELAS, Secretary**