

## EXHIBIT C

BY-LAWS  
OF

## CEDAR HILL HOMEOWNERS ASSOCIATION

A corporation not for profit under the  
laws of the State of North Carolina

1. IDENTITY. These are the By-Laws of CEDAR HILL HOMEOWNERS ASSOCIATION (herein "Association"), a non-profit corporation under the laws of the State of North Carolina, the Articles of Incorporation of which were filed in the Office of the Secretary of State. It has been organized for the purpose of administering the operation and management of CEDAR HILL CONDOMINIUMS (herein "Condominium"), a condominium to be established in accordance with the laws of the State of North Carolina upon the property situate, lying and being in Wake County, North Carolina, and described in Exhibit "A" of the Declaration of Condominium and incorporated herein by reference.

A. The provisions of these By-Laws are applicable to the Condominium, and the terms and provisions hereof are expressly subject to the terms, provisions, and conditions and authorization contained in the Articles of Incorporation and in the Declaration of Condominium which will be recorded in the Wake County Public Registry (herein "the Public Registry"), at the time said property and the improvements now situated and proposed to be constructed thereon are submitted to the plan of condominium ownership, the terms and provisions of said Articles of Incorporation and Declaration of Condominium to be controlling wherever they may be in conflict herewith.

B. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the Condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Declaration of Condominium and the provisions of Chapter 47A of the North Carolina General Statutes.

C. The office of the Association shall be at such place in Wake County, North Carolina, as the Board of Directors

shall designate from time to time.

D. The fiscal year of the Association shall be the calendar year, except that in the initial year of operation of the Condominium, the fiscal year shall commence with the closing of the sale of the first condominium and except that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

A. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article VI of the Articles of Incorporation of the Association, the provisions of which said Article VI of the Articles of Incorporation are incorporated herein by reference.

B. A quorum at meeting of the members shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. Defin.

C. Each Unit Owner shall be a member of the Corporation. The membership of the Corporation shall consist of all of the Unit Owners. Each Unit Owner shall be entitled to one vote equal to his undivided interest for each Unit owned by him, but there shall be only one vote allowed per Unit. There shall be one person with respect to each Unit ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known as the "voting member". The voting member shall be selected by agreement of the Owners of the Unit voting, or by the Association if no agreement is reached among the Owners of the individual Unit.

D. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon.

and must be filed with the Secretary before the appointed time of the meeting.

E. Approval or disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such Owner if in an Association meeting.

F. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, or the Declaration of Condominium, or whether the same may otherwise be required by law, the affirmative vote of the persons entitled to cast a majority of the votes at any duly called members' meeting at which a quorum is present shall be binding upon the members.

### 3. ANNUAL AND SPECIAL MEETING OF MEMBERSHIP.

A. The Annual Members' Meeting shall be held at a time and place designated by the Board of Directors, on the first Tuesday in March of each year that is not a legal holiday for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members. The first annual meeting shall be on the first Tuesday in March, 1984.

B. Special Members' Meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors and must be called by such Officers upon receipt of written request from members of the Association owning a majority of the Condominium Units.

C. Notice of all members' meetings, regular or special, shall be given by the President, Vice-President, or Secretary of the Association or other Officer of the Association in the absence of said Officers, to each member, unless waived in writing, such notice to be written and to state the time and place and purpose for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or delivered personally to each member within said time. If delivered personally, receipt of such notice shall be signed by the member, indicating the date

on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his post office address as it appears on the Register of Owners of the Association as of the date of mailing such notice, the postage thereon prepaid. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Any member may, by signed written waiver of notice, waive such notice and, when filed in the records of the Association, whether before or after the holding of the meeting, such waiver shall be deemed equivalent to the giving of notice to the member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended (wherever the latter percentage of attendance be required as set forth in the Articles of Incorporation, these By-Laws, or the Declaration of Condominium), the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present.

#### 4. BOARD OF DIRECTORS.

A. Directors. The number of Directors shall be three (3) until such time as the total number of units equals or exceeds 75% of the total units, at which time the number of Directors shall increase to five (5).

B. Selection. The Directors named in the charter of this Corporation shall serve until the first annual meeting of the Corporation, at which time the members shall elect the Board of Directors by ballot. Cumulative voting shall be allowed. Directors shall hold office for two (2) years (except for initial directors) and may be re-elected. Nominations shall be opened from the floor and may supplement any list of candidates prepared by any nominating committee. Three of the Directors elected at the first annual meeting shall serve for one year and two for two years in order for staggered terms to be created.

C. Removal and Vacancies. After the first annual

meeting, an officer or director may be removed from office upon the affirmative vote of a majority of the units for any reason deemed by the unit owners to be in the best interest of the Condominium. In the event of any removal, resignation, or vacancy in any of the offices, the remaining members of the Board of Directors shall elect a person to serve as a successor to the removed, resigned, or vacant office, who shall hold office for the balance of the unexpired term and shall succeed to a membership in the Board of Directors for the same term. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

D. Annual Meetings. The annual meeting of the Board

of Directors shall be held at such place in Wake County, North Carolina, as may be agreed upon by the Board of Directors and shall be immediately following the adjournment of the annual meeting of the owners. The Board of Directors may establish a schedule of regular meetings to be held at such place as the Board of Directors may designate, in which event, no notice shall be required to be sent to the said Board of Directors of said regular meetings once said schedule has been adopted.

E. Special Meetings. Special meetings of the Board of

Directors may be called by the President and, in his absence, by the Vice-President, or by a majority of the members of the Board of Directors by giving seven (7) days notice, in writing or by telephone call, to all of the members of the Board of Directors of the time and place of said meeting, said notice to be served on each member of the Board of Directors by the Secretary of the Corporation. By unanimous consent of the Board of Directors, a special meeting of the Board of Directors may be held without notice at any time or place. All notices of special meeting shall state the purpose of the meeting.

F. Quorum. A quorum for the transaction of business

at any regular or special meeting of the Board of Directors shall consist of a majority of the members of the Board, but a majority of those present at any annual, regular, or special meeting shall

have the power to adjourn the meeting to a future time, provided that written notice of the new time, date, and place shall be mailed to or personally served on each member of the Board of Directors by the Secretary of the Corporation at least ten (10) days prior to the time fixed for said meeting.

G. Compensation. The officers and Directors of this Corporation shall serve without compensation solely for holding such office; however, the Owners may elect to compensate the Directors.

H. Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these By-Laws, and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

1. To make, levy, and collect assessments against members and members' Condominium Units to defray the costs of the Condominium and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;

2. To maintain, repair, replace, operate, and manage the Common Areas and Facilities wherever the same is required to be done and accomplished by the Association for the benefit of its members; and further to approve any expenditure made or to be made for said purpose;

3. To reconstruct any part of the Common Property after casualty in accordance with Paragraph 13 of the Declaration of Condominium, and to make further improvement to the Common Property, real and personal, and to make and to enter into any and all contracts necessary or desirable to accomplish said purposes;

4. To make, amend, and enforce regulations governing the use of the Common Property and Condominium Units so long as such regulations or amendments thereto do not conflict with the restrictions and limitations

which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;

5. To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, including Condominium Units in the Condominium as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration of Condominium, provided that the acquisition of real property other than Condominium Units shall require the approval of the Association;

6. To acquire now or at any time hereafter, and to enter into leases and agreements whereby the Association requires leaseholds, memberships, and other possessory or use interests in lands or facilities including, but not limited to, swimming pools, tennis and other recreational facilities, whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation, or other use or benefit to the Owners of the Condominium Units;

7. To contract for the management of the Condominium and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association;

8. To enforce by legal means or proceedings the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium, and the regulations hereinafter promulgated governing use of the Common Property and Facilities of the Condominium;

9. To pay all taxes and assessments which are or may become liens against any part of the Condominium, other than Condominium Units and the appurtenances thereto, and to assess the same against the members and

their respective Condominium Units subject to such liens;

10. To purchase insurance for the protection of the members, Directors, and the Association against casualty and liability in accordance with Article 20 of the Declaration of Condominium;

11. To pay all costs of power, water, sewer, and other utility services required to the Condominium and not billed to the Owners of the separate Condominium Units; and,

12. To designate and remove personnel necessary for the maintenance, repair, replacement, and operation of the Condominium, including the Common Property and Facilities.

13. To promulgate and enforce rules and regulations concerning use of and changes in any patios of individual units for purposes of creating and maintaining harmonious and aesthetic decor. The use and physical appearance of each patio is deemed material to the preservation of property value.

K. The initial Board of Directors of the Association shall be comprised of the three (3) persons designated to serve as Directors in the Articles of Incorporation, which persons shall serve until their successors are elected at the first Annual Meeting of the members of the Association called after the Declaration of Condominium has been recorded in the Public Registry. Should any member of the initial Board of Directors be unable to serve for any reason, a majority of the remaining members of the Board of Directors shall have the right to designate a party to serve as a Director for the unexpired term.

L. The undertaking and contracts authorized by the initial Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by any Board of Directors duly elected by the membership after the Declaration of Condominium has been recorded, so long as such undertakings and contracts are within

the scope of the powers and duties which may be exercised by the Board of Directors of the Association in accordance with all applicable condominium documents.

M. Any one or more of the members of the Board of Directors may be removed, either with or without cause, at any time by affirmative vote of the members owning a majority of the aggregate undivided interest in the Common Areas and Facilities of the Condominium, at any Special Meeting called for such purpose, or at the Annual Meeting.

5. ~~REMOVED~~

A. The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by a vote of the Directors at any meeting. Any persons may hold two or more offices, except that the President shall not also be Vice-President or Secretary, the Secretary shall not also be an Assistant Secretary or President. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the president of any association, including the power to appoint committees from among the members as he may determine appropriate to assist in the conduct of the affairs of the Association.

C. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

D. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all Notices to the members and

Directors, and such other notices required by law. He shall be responsible for including resolutions in the Association minute book. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President. The assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all of the property of the Association, including funds, securities, and evidences of indebtedness. He shall keep, or supervise the keeping of, detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Areas and Facilities, specifying the identifying the maintenance and repair expenses of the Common Areas and Facilities and any other expense incurred.

F. The compensation, if any, of all officers and employees of the Association shall be fixed by the members. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the Condominium.

G. All Officers shall serve at the pleasure of the Board of Directors, and any Officer may be removed from office at any time, with or without cause, by a majority vote of the Board of Directors.

8. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Condominium Unit. Such account shall designate the name and address of the Unit Owner or Owners, the amount of each

assessment against the Owners, the dates and amounts in which assessments come due, the amounts paid upon the account, and the balance due upon assessments.

B. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to, the following:

1. Common Expense Budget, which may include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of and capital improvements to the Common Property, including landscaping, street and walkways, office expenses, utility services, casualty insurance, liability insurance, administration and reserves (operating and Capital Improvement Replacement), management fees, and costs of maintaining leasehold memberships and other possessory or use interests in land or facilities, whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation, or other use or benefit to the Units Owners, ad valorem taxes and assessments levied against the common areas and facilities; and,

2. Proposed assessments against each member and his Unit.

Copies of the proposed budget and proposed assessments shall be transmitted to each member prior to January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Non-delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any

additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

C. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the funds of the Association shall be deposited. Withdrawal of funds from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

D. The books, vouchers, records, and all supporting documentation required by N.C.G.S. Section 47A-20 shall be available for examination by all Unit Owners, their Lenders, or their agents and attorneys during normal business hours.

E. An audit of the accounts of the Association shall be made annually by an independent Certified Public Accountant, and a copy of the report shall be furnished to each member not later than April of the year following the year for which the report is made.

F. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but in no event less than an amount equal to the current annual budget. The premiums on such bonds shall be paid by the Association.

G. Association dues shall not be increased by any amount greater than the percentage increment by which the consumer price index increased in the year preceding unless approved by fifty percent (50%) of the ownership.

7. PARLIAMENTARY RULES. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of North Carolina.

8. ASSESSMENTS; LIABILITY, LIEN, AND ENFORCEMENT. The Association is given the authority to administer the operation and management of the Condominium as being in the best interest

of the Owners of all Condominium Units. To properly administer the operation and management of the Condominium, the Association will incur for the mutual benefit of all of the Owners of Condominium Units, costs and expenses (herein "common expense"). To provide the funds necessary for such proper taxes, operation, management, and capital improvement, the Association has been granted the right to make, levy, and collect assessments against the Unit Owners and their Condominium Units. In furtherance thereof, the following provisions shall be operative and binding upon the Owners of all Condominium Units:

A. All assessments levied against the Unit Owners and their Condominium Units shall be uniform, and unless specifically otherwise provided for herein, all assessments made by the Association shall be in such an amount that any assessment levied against a Unit Owner and his Condominium Unit shall bear the same ratio to the total assessment made against all Unit Owners and their Condominium Units as the undivided interest in Common Property appurtenant to each Condominium Unit bears to the total undivided interest in Common Property appurtenant to all Condominium Units (Exhibit B). Should the Association be the owner of a Condominium Unit or Units, the assessment which would otherwise be due and payable to the Association by the Owner of such Unit or Units, reduced by the amount of income which may be derived from the leasing of such Unit or Units by the Association, shall be apportioned, and the assessment therefor levied ratably among the Owners of all Units which are not owned by the Association, based upon their proportionate interest in the Common Property, exclusive of the interest therein appurtenant to any Unit or Units owned by the Association.

B. Assessments provided for herein shall be payable in monthly installments, or in such other manner as the Board of Directors of the Association shall determine. Such assessments shall commence for each Unit on January 1, 1984, unless the Board of Directors of the Association decides to assess monthly dues before this date. No Unit Owner may exempt himself from contributing toward such expenses by waiver of the use and

enjoyment of the common areas or facilities or by abandonment of the unit belonging to him.

C. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any unit shall constitute a lien on such unit prior to all other liens if said assessment is unpaid after due for a period of thirty (30) days and is properly recorded in the Office of the Clerk of Superior Court in the manner provided by Article 8 of Chapter 44 of the North Carolina General Statutes, except only:

- (i) tax liens and special assessments on the Unit made by a lawful governmental authority;
- (ii) all sums unpaid on the first mortgage of record prior to the filing of the assessment lien on such unit; and,
- (iii) other liens granted priority by statutory authority.

Such lien may be foreclosed by suit by the Board of Directors acting on behalf of the owners of the Units, in like manner as a mortgage of real property. In any such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Directors, acting on behalf of the owners of the Units, shall have the power to bid in the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. As used herein, the term "mortgage" shall include "deed of trust".

9. AMENDMENTS TO BY-LAWS. Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by members of the Association owning a majority of the aggregate undivided interest in the Common Areas and Facilities of the Condominium, whether meeting

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as members or by instrument in writing.

B. Upon any amendment to these By-Laws being proposed by said Board of Directors or members, such proposed amendment shall be transmitted to the President of the Association, or other Officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board of Directors of the Association and the membership for a date not less than ten (10) days nor more than thirty (30) days from receipt by such Officer of the proposed amendment, and it shall be the duty of the Secretary to give to each member written notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.

C. In order for such amendment to become effective, it must be approved by an affirmative vote of a majority of the entire membership of the Board of Directors and by an affirmative vote of members owning at least seventy-five percent (75%) of the aggregate undivided interest in the Common Areas and Facilities of the Condominium. (If a larger vote is required to take or refrain from taking a specific action, no amendment shall be valid until the members owning such larger percentage execute the amending instrument.) Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Registry within ten (10) days from the date on which the amendment has been approved by the Directors and members. No amendment shall be valid unless set forth in an amendment to the Declaration of Condominium and duly recorded in the Wake County Public Registry.

D. Upon the approval and proper recording of any amendment, it shall become binding upon all Unit Owners.

E. At any meeting held to consider any amendment to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior

F. Notwithstanding the foregoing provisions of this

Article 9, no amendment to these By-Laws which shall abridge, amend, or alter the right of the Developer to designate and select members of each Board of Directors of the Association, as provided in Article IX of the Articles of Incorporation, may be adopted or become effective without the prior written consent of the Developer.

10. ~~REVISIONS~~

A. No resident of the Condominium shall post or have posted any advertisements or posters of any kind in or on the Common Property or that can be seen from the Common Property, except as authorized by the Association. In addition, the Association shall have the right to control the lining of all drapes of Unit Owners which can be seen from a Common Area.

B. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television sets, and amplifiers that may disturb other residents. Those keeping domestic animals will abide by the sanitary regulations of Wake County.

C. No Unit Owner shall cause any improvements or alterations to be made to the exterior of the Condominium (including painting or other decoration, or the installation of electrical wiring, television or radio antennae, or any other objects, machines or air conditioning units which may protrude through the walls or roof of the Condominium) or in any manner alter the appearance of any portion of the exterior surface of any building without the prior written permission of the Board of Directors or a duly appointed Architectural Control Committee.

No Unit Owner shall cause any object to be fixed to the Common Property or to any Limited Common Area (including the location or construction of fences or the planting or growing of flowers, trees, shrubs, or other vegetation) or in any manner change the appearance of the Common Property or Limited Common Area without the prior written permission of the Board of Directors or a duly appointed Architectural Control Committee. Storm windows and

doors, balcony and patio awnings and enclosures shall be allowed on a unit by unit basis, provided, however, that the style and materials of such improvements shall be subject to the prior written approval of the Board of Directors. The Board of Directors or Architectural Control Committee shall take into consideration the protection of access, air, and light and whether exterior changes are congruous with existing structures in terms of style, material, fenestration, texture, and style.

The necessary work of maintenance, repair, and replacement of the common areas and facilities and the making of any additions or improvements thereto shall be carried out only as provided herein. The Association of Unit Owners shall have the irrevocable right, to be exercised by the manager or Board of Directors, or other managing body as provided in the By-Laws, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the common areas and facilities therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common areas and facilities or to another unit or units.

11. COMPLIANCE. These By-Laws are set forth to comply with the requirements of the Unit Ownership Act, Chapter 47A of the General Statutes of the State of North Carolina. In the event that any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

The foregoing were adopted as the By-Laws of CEDAR HILL HOMEOWNERS ASSOCIATION at the first meeting of the Board of Directors on October 17, 1983.

Mary V. Conder  
Secretary

APPROVED:

Don Ward  
President