

AMENDED & RESTATED BYLAWS
OF
PHEASANTS HOLLOW HOMEOWNERS ASSOCIATION

ARTICLE I

Name and Location

The name of the corporation is PHEASANTS HOLLOW HOMEOWNERS ASSOCIATION, hereafter referred to as the "Association". The principal office of the Association shall be located at:

P. O. Box 5872

Kent, WA 98064-5872

But meetings of members and Directors may be held at such places within the State of Washington as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Articles" shall mean the Association's Articles of Incorporation and any amendments hereafter made to them.

Section 2. "Association" shall mean and refer to PHEASANTS HOLLOW HOMEOWNERS ASSOCIATION, a Washington non-profit corporation.

Section 3. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 4. "Bylaws" shall mean the Association's Bylaws and any amendments.

Section 5. "Common Area" shall mean all real property or improvements owned, used and/or maintained by the Association. Included in the definition of Common Area for purposes of maintenance obligations is the vegetative enhancement plan and facilities constructed on or within the Plat, including portions of Tract C, Tract E in its entirety, Lot 38 (a neighborhood park to be owned and maintained by the Association) and the landscaping and entry monuments at the entrance to the Plat (Lots 1 and 33) that were installed initially by the Declarant or the Association within the designated easement areas.

Section 6. “Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Subdivision recorded in the office of the King County Auditor.

Section 7. “Lot” shall mean and refer to any plat or parcel of land shown upon any recorded subdivision map of the Subdivision with the exception of (a) the Common Area, and (b) any land conveyed or dedicated to King County or local municipal corporations or otherwise transferred or conveyed to the Association for the common use, enjoyment and/or maintenance of the Owners.

Section 8. “Member” shall mean every person or entity holding membership in the Association.

Section 9. “Mortgage” shall mean a mortgage, deed of trust or real estate contract encumbering a Lot or other portion of the Properties.

Section 10. “Mortgagee” shall mean any holder of a Mortgage on a Lot.

Section 11. “Owner” shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the Subdivision but excluding contract sellers and those having such interest merely as security for the performance of an obligation.

Section 12. “Person” shall mean a natural person, a corporation, a partnership, limited partnership or other legal entity.

Section 13. “Plat” shall mean the plat of Pheasants Hollow, as recorded at instrument number 9308110390 at the King County Recorder’s Office.

Section 14. “Properties” shall mean the Real Property as described or identified in the Declaration of Covenants of the Association, which legal description is incorporated into these Bylaws by this reference, and any additional Real Property that may be added to the Declaration.

Section 15. The term “real estate contract” shall not include an earnest money receipt and agreement and the terms “contract seller” and “contract purchaser” shall not include the parties to any such earnest money receipt and agreement.

Section 16. “Sale” or “Sold” shall mean the date upon which ownership of a Lot is transferred from an Owner to another person or entity by recordation of an instrument of transfer such as a deed or real estate contract.

Section 17. “Subdivision” shall mean that certain real property described in the Plat of Pheasants Hollow, records of King County, Washington, and such additions thereto as may be hereafter brought within the jurisdiction of the Association.

ARTICLE III

Membership and Voting Rights

Section 1. Membership: Every person or entity who is the contract purchaser or record owner of a fee interest in any lot or lots which are subject by covenants or record to assessment by the Developer named in the Declaration or by the Association, shall be a member of the Association, provided however that, if any lot is held jointly by two (2) or more persons, the several owners of such interest shall designate one (1) of their number as the “member”. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No lot shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated from ownership of or the contract purchaser’s interest in any lot which is subject to assessment by the Developer or the Association. Upon transfer of the fee interest to, or upon the execution and delivery of a contract for the sale of (or, of an assignment of a contract purchaser’s interest in) any lot, the membership and certificate of membership in the Association shall ipso facto be deemed to be transferred to the grantee contract purchaser, or new contract purchaser, as the case may be. Ownership of or a contract purchaser’s interest in any such lot shall be the sole qualification for membership.

Section 2. Suspension of Membership Rights: During any period in which a member shall be in default in the payment of any monthly, annual or special assessment for more than sixty (60) days, the voting rights and right to use of the Common Properties and recreational facilities by such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended for a period not to exceed one hundred eighty (180) days, for any and each violation of any rules and regulations established by the Board of Directors governing the use of the Common Properties and facilities. In the event of suspension, such member shall continue to incur and remain liable for any and all monthly, annual and special assessments.

Section 3. Voting Rights:

3.3.1. Declaration Provisions. The Declaration provisions set forth the Voting Rights of owners.

3.3.2. Voting by Proxy. A vote allocated to a Lot may be cast pursuant to a proxy. A proxy shall be dated and signed by the Member who is giving the proxy or shall be electronically transmitted as provided in Article XVII Notice and Voting Via Email below. The proxy may be revoked by a party having an ownership interest in a Lot. An Owner may not revoke any proxy except by actual written notice of revocation to the Person presiding over a meeting of the Association. A proxy is void if it is not dated, or if it purports to be revocable without notice. Unless an earlier expiration date is stated in the proxy, a proxy terminates eleven (11) months after its date of issuance. The Board in its discretion may adopt and amend Rules and Regulations from time to time regarding proxies not inconsistent with these Bylaw provisions, including without limitation imposing deadlines before a meeting of owners for the delivery of original proxies to an officer or other person designated by the Board to receive them, so the Board may inspect and ensure the validity of the proxies in advance of the scheduled owners' meeting.

ARTICLE IV

Board of Directors

Section 1. Number: The affairs of this Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors.

Section 2. Election: At the first annual meeting, the members shall elect one (1) Director for a term of one year; one (1) Director for a term of two years; and one (1) Director for a term of three years; and at each annual meeting thereafter, the members shall elect each new Director for a term of three years.

Section 3. Removal: Any Director may be removed from the Board, with or without cause, by a majority vote of all the members of the Association. In the event of death, resignation or removal of a Director, his/her successor shall be selected and appointed by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

Section 4. Compensation: No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

ARTICLE V

Meeting of Directors

Section 1. Regular Meetings: Regular meetings of the Board of Directors shall be held, in the event business of the Association requires attention, at such place and hour as may be fixed from time to time by resolution of the Board. If a Director cannot physically attend a meeting, he/she may attend via telephone (or more than one Director may attend via telephone if there are more than 3 Directors on the Board). For emergency matters, of a type that cannot wait until a regular or special meeting can take place, Directors can discuss an emergency issue via telephone, and make and implement decisions on it, so long as the issue is discussed and the decisions adopted and ratified at the next regular meeting of the Board.

Section 2. Special Meeting: Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors, after not less than three (3) days notice to each Director. A Director may waive, in writing, the three (3) day notice requirement.

Section 3. Quorum: A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. "Present" as used in this section means and includes a Director participating in a meeting via telephone call pursuant to Article V, Section 1 hereinabove.

ARTICLE VI

Nomination and Election of Directors

Section 1. Nomination: Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee may be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may only be made from among members.

Section 2. Election: Election to the Board of Directors shall be by ballot or voice vote. At such elections, the members or their proxies may each cast their vote in accordance with the voting rights provisions herein. The names receiving the largest number of votes shall be elected. There shall be no cumulative voting.

ARTICLE VII

Powers and Duties of the Board of Directors

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

- (a) To adopt and publish rules and regulations consistent with activities described in the Declaration governing the use of the Properties and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) To employ managers, independent contractors, professional advisors or such other employees as they deem necessary, and to prescribe their duties.

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

- (a) To cause to be kept a complete record of all acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided herein and in the Declaration:
 - (1) to establish, levy, assess, and collect the assessments or charges referred to in the Declaration, as applicable to the Association; and
 - (2) to send written notice of each assessment to every owner or contract purchaser subject thereto at least thirty (30) days in advance of each annual assessment period;

- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a statement or certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;
- (e) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;
- (f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) To cause any Common Properties owned by the Association to be maintained.

ARTICLE VIII

Committees

Section 1. The Board of Directors may appoint a Nominating Committee, as provided by these Bylaws, and may appoint an Architectural Control Committee to perform the duties and functions described in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, such as, but not limited to:

- (a) A Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;
- (b) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties, including the entry landscaping, irrigation and lighting, and the planter islands, and shall perform such other functions as the Board, in its discretion, determines;
- (c) A Publicity Committee which shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Association, and;
- (d) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting as provided in Article X, Section 8(d).

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving the Association's functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate, or refer them to such other committee, Director, or office of the Association as is further concerned with the matter presented.

ARTICLE IX.

Meeting of Members

Section 1. Annual Meeting: An annual meeting of the members shall be held at such time as designated by the Board of Directors or upon a majority vote of the members. The Board of Directors shall be responsible for giving proper notice of the time and place of the meeting.

Section 2. Special Meetings: Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of Meetings: Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by personally delivering, e-mailing or mailing a copy of such notice, postage prepaid, not less than ten (10) and not more than fifty (50) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum: The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the entire membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum, as aforesaid, shall be present or represented.

Section 5. Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon the conveyance by the member of his lot.

ARTICLE X

Officers and Their Duties

Section 1. Enumeration of Officers: The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two or more offices may be held by the same person, except the offices of the Secretary and President.

Section 2. Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he/she shall sooner resign or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments: The Board may select such other officers as the affairs of the association may require, each of whom shall hold office for such period, have authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal: Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies: A vacancy in any office may be filled in the manner prescribed for regular elections. The officer elected to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Multiple Offices: Multiple offices may be held by the same person; however, no one person shall simultaneously hold the offices of Secretary and President.

Section 8. Duties: The duties of the officers are as follows:

- (a) President: The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments. The President shall also sign for all withdrawals from the reserve fund following prior approval by the Board for such withdrawal.

- (b) Vice-President: The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.
- (c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with the addresses, and shall perform such other duties as may be required by the Board.
- (d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association's books to be made by a disinterested party at the completion of each fiscal year; and shall 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.

ARTICLE XI.

Assessments

Section 1. Creation of the Lien and Personal Obligations of Assessment: By the Declaration, each member is deemed to covenant and agree to pay to the Association as set forth in the Declaration:

- (a) Annual or monthly assessments or, charges; and
- (b) Special assessments for capital improvements and other purposes as set forth in the Declaration.

The assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due. Any such lien or assessment runs with the property. The Association may file or record a lien or take any other action deemed appropriate to effectuate collection of unpaid assessments.

Section 2. Purpose of Assessments: The assessments shall be used exclusively for the purpose of promoting the recreation, health, and welfare of the residents in the properties, including without limitation, all purposes authorized in the Declaration, the construction, establishment, improvement, repair, maintenance and other expenses of the Common Properties, services, and facilities related to the use and enjoyment of the Common Properties, the payment of taxes and insurance on the Common Properties, maintenance of Native Growth Protection Easements (NGPEs) and other obligations related to NGPEs (if any) as set forth in the Covenants, Conditions and Restrictions or, otherwise required by any appropriate governmental entity, and the installation and/or maintenance of any properties, landscaping or improvements if required on the final plat or the Declaration. Assessments may also be levied to pay for any professional services, advice or consultation incurred by the Association in carrying out its duties.

Section 3. Special Assessments for Capital Improvements: In addition to the assessments authorized above, the Association may levy special assessments for capital improvements upon the Common Properties. Any such levy by the Association shall be for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; provided that any capital improvements costing five thousand dollars (\$5,000) or more must be approved by a Majority of Members.

Written notice of any meeting called for the purpose of taking any action authorized under this section shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

Section 4. Uniform Rate: All assessments shall be fixed at a uniform rate for all lots subject to assessment.

Section 5. Quorum for any Action Authorized Under Section 3: The presence, in person or by proxy, of fifty-one percent (51%) of the Members of the Association entitled to cast votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; the required quorum at the subsequent meeting shall be thirty-four percent (34%) of the Members.

Section 6. Date of Commencement of Assessments; Due Dates: As to each particular lot involved, the liability for the assessments shall begin on the first day of the calendar month following the date of any deed or contract of sale for the lot, or on the first day of the calendar month following occupancy of the premises, whichever is earlier. Said assessment shall be due and payable on such date and on the first day of each calendar month thereafter, or on an

annual date designated by the Association. The due date of any special assessments under Section 3 hereof shall be fixed by the resolution authorizing such assessment.

Section 7. Effect of Non-Payment of Assessments; Remedies: If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of twelve percent (12%) per annum and an additional monthly late charge may be imposed in an amount established by the Board for any unpaid balance more than thirty (30) days past due.;

The Association may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be included in any judgment or decree entered in such suit. No owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his/her lot.

ARTICLE XII

Books and Records

The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principle office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII

Indemnification of Directors and Officers

Directors of this Association shall not be liable to the Association or its members for damages caused by an action taken by the Director in good faith. This provision may not limit a Director's liability for acts involving intentional misconduct such as a knowing violation of the law or a knowing breach of the Director's fiduciary duty to the Association.

Directors and Officers of the Association shall be indemnified and held harmless from and against any damages, liabilities, judgments, penalties, fines, settlements and reasonable expenses (including attorney fees) actually incurred as a result of all actions undertaken by said Officer or Director in good faith, and (a) in the case of conduct in his/her own official capacity with the Association, he/she reasonably believed his/her conduct to be in the Association's best

interests, or (b) in all other cases, he/she reasonably believed his/her conduct to be at least not opposed to the Association's best interests, and (c) in the case of any criminal proceedings, he/she had no reasonable cause to believe his/her conduct was unlawful. Said Officers and Directors shall be indemnified and held harmless to the full extent permissible under Washington law.

The foregoing right of indemnification shall not be exclusive of other rights to which such Director or Officer may be entitled to as a matter of law. The Board of Directors may obtain insurance on behalf of any person who is or was a Director, Officer, employee, or agent against any liability arising out of his/her status as such, whether or not the Association would have power to indemnify him/her against such liability.

ARTICLE XIV.

Corporate Seal

The Association may obtain a seal in circular form, having within its circumference the words "PHEASANTS HOLLOW HOMEOWNERS ASSOCIATION" in the form and style as affixed in the Bylaws by the impression of such seal.

ARTICLE XV

Miscellaneous

Section 1. Amendment: These Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. Conflict; Control: In 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 and these Bylaws, the Declaration shall control.

ARTICLE XVII

Notice and Voting via Email

The Association may send a Membership Meeting Notice to a Consenting Member via Email. The Association may receive a Voting Document from a Member by mail or via Email. A Member whose Voting Document has been received by the Association is present for all Membership vote counting purposes, including establishing a quorum and determining the percentage of total voting power present. However, a Board director or officer cannot be present at, or participate in, a Board meeting via Email.

As used in this Article, these words have these meanings:

“Consent” means a written statement, substantially the same as the following statement, delivered by a Member to the Association:

My name is _____.

I am an Owner of Unit _____.

My email address (“Email Address”) is _____.

I consent to receive, and waive objection to receiving, (i) Membership Meeting Notice(s) and Normal Attachments, and (ii) Governing Document Notice(s), sent via Email to this Email Address.

“Consenting Member” means a Member who has given Consent and has not Revoked it.

“Governing Document Notice” means a notice given to comply with a notice requirement imposed by the Declaration, the Bylaws, or the rules or regulations, but does not include notice of (i) failure to pay an assessment, (ii) foreclosure of an Association lien, (iii) intent to enter a unit, or (iv) any enforcement or other action the Association may take against an Owner.

“Membership Meeting Notice” means any required notification by the Association to its Members given to afford the Members an opportunity to participate in making a decision or in taking an action that the Association Membership is authorized to make or take. For a Board director or officer, “Membership Meeting Notice” also includes any required notification by the Association to a Board director or officer given to afford the director or officer an opportunity to participate in making a decision or in taking an action that the Board is authorized to make or take. “Membership Meeting Notice” does not include any required notification by the Association to a specific Member of its intent to take any enforcement or collection action against the Member.

“Normal Attachments” include, but are not limited to, file formats with any of the following file extensions: .doc; .docx; .xls; .xlsx; .pdf; .jpeg; and .html.

“Revoked” means that a Consent is no longer valid due to (a) the Consenting Member, or a co-owner of the Consenting Member’s Unit, delivering notice to the Association that the Consent is revoked, or (b) two consecutive failed attempts to electronically transmit a Membership Meeting Notice to a Consenting Member.

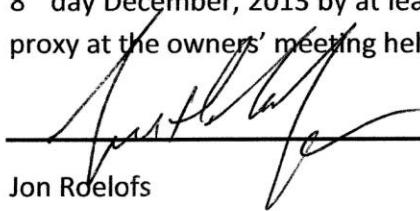
For receiving a Voting Document from a Member, “via Email” includes the additional requirements that (a) the identity of the sending Member is either (i) stated in the information transmitted, or (ii) already known to the Association, and (b) the Voting Document is received at an email address, location or system that the Association designated for receipt of the Voting Document.

“Voting Document” means a proxy, ballot, vote, consent or other document or record by which a Member may exercise a right to participate in making a decision or taking an action the Association Membership is authorized to make or take. The Association’s right to receive a Voting Document via Email specifically includes the right to conduct election of directors and to seek Membership approval of a proposal via Email.

ARTICLE XVIII

Date of Adoption

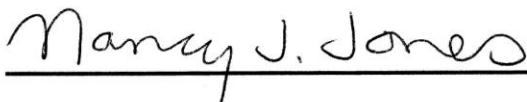
These Amended & Restated Bylaws were duly approved and adopted by the Association on the 8th day December, 2013 by at least a majority of a quorum of members present in person or by proxy at the owners' meeting held on that date.



Jon Roelofs
President

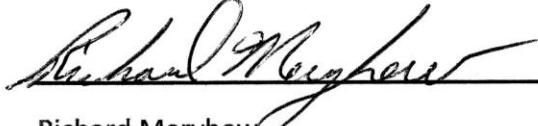


Harry Eng
Vice-President



Nancy J. Jones

Nancy Jones
Treasurer



Richard Meryhew
Secretary