

BYLAWS
OF
BARRINGTON HEIGHTS OWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

Section 1. Name of Association. The name of the Association is Barrington Heights Owners Association. The Association is a Texas non-profit corporation.

Section 2. Principal Office. Until changed by resolution of the Board of Directors of the Association, the principal office of the Association shall be at 6885 Phelan Boulevard, Beaumont, Texas 77706; but meetings of Members and Directors may be held at such places within the State of Texas as may be designated, from time to time, by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association", as used in the hereinafter referenced Declaration and in these Bylaws, shall mean and refer to Barrington Heights Owners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is part of the Addition, including contract sellers, but shall not include (a) those holding title merely as security for the performance of an obligation, or (b) those holding title to, or an interest in, the mineral estate only, with no title to, or interest in, the surface estate.

Section 3. "Addition" shall mean and refer to Barrington Heights, Phase I, an Addition to the City of Beaumont, Jefferson County, Texas, as shown, reflected and described upon the Final Plat (the "Plat") of said Addition as recorded in the Map Records of Jefferson County, Texas, together with such additions thereto as may be hereafter brought within the jurisdiction of the Association in accordance with the terms and provisions of the Declaration.

Section 4. "Common Area" shall mean and refer to and include any real property (including all improvements now or hereafter placed, erected, constructed, installed or located thereon) owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to each and every platted lot shown and reflected upon the final record plat or plats of the Addition or any composite building site meeting the requirements of Section 17 of Article VIII of the Declaration.

Section 6. "Declarant" shall mean and refer to Talisman Development, Inc., its successors and assigns. However, as used in this Section, the term "assigns" shall not be construed to mean, refer to or include any person or entity which shall acquire from Talisman Development, Inc., one (1) or more of the Lots in the Addition, whether improved or unimproved, for occupancy or resale, unless the said Talisman Development, Inc., or its successor, shall expressly assign unto such assignee all of its rights and privileges as "Declarant" under the Declaration.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Barrington Heights, Phase I, an Addition to the City of Beaumont, Jefferson County, Texas, as recorded in the Official Public Records of Real Property of Jefferson County, Texas, together with any Supplemental Declaration(s) hereafter filed of record in the same office by

Declarant, its successors or assigns, for the purpose of bringing additional property within the scheme of the Declaration and with the jurisdiction of the Association, as provided in the Declaration first referenced above.

Section 8. "Member" shall mean and refer to each and every person or entity who holds membership in the Association, as provided in the Declaration.

Section 9. "Mortgage", "deed of trust" or "trust deed" shall mean and refer to a pledge of a security interest in or the creation of a lien upon a Lot (or Lots), together with any improvements thereon, to secure repayment of a loan made to the Owner(s) of such Lot or Lots (or made to another, but secured by such Lot or Lots).

Section 10. "Mortgagee" shall mean and refer to the beneficiary of, or secured party in, a mortgage on a Lot or Lots.

ARTICLE III

MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held no later than twenty-four (24) months after the date of the Declaration. Subsequent annual meetings shall be held at 7:00 o'clock p.m. on the first Monday of the same calendar month in which the first annual meeting is held. If the day scheduled for an annual meeting shall be a legal holiday, the meeting will be held at the same hour on the next succeeding day which is not a legal holiday. Failure to hold the annual meeting at the designated time shall not work a dissolution of the Association. If the Board of Directors fails to call the annual meeting at the designated time, any Member may make demand that such annual meeting be held within a reasonable time, such demand to be made in writing by registered mail directed to any Officer of the Association. If the annual meeting is not called within sixty (60) days following such written demand, any Member may compel the holding of such annual meeting by legal action against the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President, the Board of Directors, or by Members who are entitled not less than ten percent (10%) of all votes entitled to be cast at such special meeting.

Section 3. Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the meeting, either personally, by facsimile transmission, or by mail, by or at the direction of the President, or the Secretary, or the persons calling the meeting, to each Member entitled to vote at such meeting. Personal delivery shall be effective as of the date of actual delivery. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to such Member at his address as it appears on the records of the Association, with postage thereon prepaid. If transmitted by facsimile, notice is deemed to be delivered on successful transmission of the facsimile.

Section 4. Record Date for Determining Members Entitled to Notice and Vote. The Board of Directors, from time to time, may fix a record date for the purpose of determining (a) the Members entitled to notice of a meeting of the Members, and/or (b) the Members entitled to vote at a meeting of the Members, but no such record date shall be more than sixty (60) days before the date of the meeting. A determination of Members entitled to notice of or to vote at a meeting of the Members is effective for any

adjournment of the meeting unless the Board fixes a new date for determining the right to notice or the right to vote. The Board must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than ninety (90) days after the record date for determining Members entitled to notice of the original meeting. If a record date for determining the Members entitled to notice of a meeting is not fixed, as provided above in this Section, Members at the close of business on the business day preceding the date on which notice is given, or if notice is waived, at the close of business on the business day preceding the date of the meeting, are entitled to vote at the meeting. If a record date for determining the Members entitled to vote at a meeting is not fixed, as provided above in this Section, Members on the date of the meeting who are otherwise eligible to vote are entitled to vote at the meeting.

Section 5. Membership Voting List. After fixing a record date for the notice of a meeting, the Association shall prepare an alphabetical list of the names of all its voting Members who are entitled to notice of the meeting. The list shall show the address and number of votes each voting Member is entitled to cast at the meeting. The list shall be prepared on the same basis and be part of the list of voting Members. Not later than two (2) business days after the date notice is given of a meeting for which a list was prepared pursuant to this Section, and continuing through the meeting, the list of voting Members must be available for inspection of any Member entitled to vote at the meeting. If no record date is fixed for the notice of a meeting, the Association shall have available for inspection by any Member at the meeting an alphabetical list of the names of all voting Members and the number of votes each voting Member is entitled to cast at the meeting.

Section 6. Quorum. Except where otherwise specifically provided to the contrary in the Declaration or these Bylaws, the presence at a meeting, in person or by proxy, of Members entitled to cast at least twenty-five percent (25%) of the votes of each class of membership shall constitute a quorum for the transaction of any business which may be taken or conducted at such meeting. Except where otherwise specifically provided to the contrary in the Declaration or these Bylaws, if a quorum is not present at a meeting, the Members present at the meeting, in person or by proxy, may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 7. Proxies. At all meetings, whether annual or special, Members may be present and vote in person or by written proxy. Proxies, in order to be effective, must be filed with the Secretary of the Association at or prior to the meeting. Proxies shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for more than eleven (11) months.

Section 8. Voting. Voting shall be in accordance with the provisions of the Articles of Incorporation. Excepting any instances where voting by class is specifically required by the Articles of Incorporation, the Declaration or these Bylaws, voting shall be by the Members as a whole, and not by class.

Section 9. Method of Voting. All voting shall be via voice or by show of hands, unless by majority vote of the Members present and entitled to vote at the meeting a determination is made to vote by secret written ballot.

Section 10. Majority Vote Controls. Except where a greater vote than a simple majority is specifically required by the Declaration or these Bylaws, all decisions of the Members shall be determined by a simple majority of the votes cast at a meeting which is duly called and held and at which the required quorum is present.

Section 11. Action Without Meeting. Any action required by the Texas Non-Profit Corporation Act (the "Act") to be taken at a meeting of the Members of the Association, or any action that may be taken at a meeting of the Members of the Association, may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of the Members as would be necessary to take that action at a meeting at which all the Members were present and voted. Each written consent shall bear the date of signature of each Member who signs the consent. A written consent signed by less than all of the Members is not effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest consent delivered to the Association pursuant to the later paragraphs of this Section, a consent or consents signed by the required number of Members is delivered to the Association at its registered office or principal place of business or to an Officer of the Association having custody of the books in which proceedings of meetings of the Members are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Association's principal place of business shall be addressed to the President of the Association. A telegram, telex, cablegram, or similar transmission by a Member or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Member shall be regarded as signed by such Member for the purposes of this Section. Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to all Members who did not consent in writing to such action.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by the Board of Directors.

Section 2. Number and Qualification. The number of Directors shall be three (3), provided, however, that the number of Directors may be increased and decreased by amendment of these Bylaws, but the number of Directors shall never be less than three (3). Directors may or may not be Members of the Association.

Section 3. Initial Directors. The names of the initial Directors of the Association are Richard L. Guseman, Tania Guseman and Paul Ferguson, Jr. and they shall hold office until the first annual meeting of the Members or until their successors are elected and qualified.

Section 4. Election of Directors. At the first annual meeting of the Members, and at each subsequent annual meeting, the Members shall elect as many Directors as there are seats on the Board. Nomination for election to the Board of Directors shall be made by a nominating committee appointed by the Board of Directors or by nominations made from the floor at the annual membership meeting. At the election, every Member entitled to vote shall have the right to vote, in person or by proxy, for as many persons as there are Directors to be elected. Cumulative voting shall not be permitted. The nominees receiving the largest number of votes shall be elected.

Section 5. Tenure. Except for the initial Board of Directors (who shall serve for the period set forth above herein), each Director shall serve for a term of one (1) year or until his successor is elected. Directors shall be entitled to serve successive terms without limitation.

Section 6. Removal. Any Director may be removed from the Board, with or without cause, by a majority of the votes cast at any regular meeting of the Members, or at a special meeting of the Members called for that purpose, which meeting is duly called and held and at which meeting a quorum is present.

Section 7. Vacancies. Any vacancy on the Board of Directors resulting from the death or resignation of a Director shall be filled by the remaining Directors (even though less than a quorum). Any vacancy on the Board resulting from the removal of a Director pursuant to Section 6 above and any vacancy resulting from an increase in the number of Directors shall be filled by election of the Members at the next annual meeting or at a special meeting called for that purpose. Any Director elected to fill a vacancy shall serve until the next annual meeting of the Members or until his successor is elected.

Section 8. Loans or Compensation. No loans shall be made to any Director, and no Director shall receive any compensation for services rendered in such capacity; however, a Director may be reimbursed for expenses actually incurred by him in the performance of his duties in such capacity. Additionally, nothing herein contained shall preclude or prohibit the payment of compensation to a Director, in his capacity other than as a Director, for services rendered to the Association, such as for repair or maintenance services.

Section 9. Regular Meetings. Regular meetings of the Board of Directors shall be held at such intervals, on such dates and at such times and places as shall be fixed, from time to time, by resolution of the Board of Directors. When fixed by resolution, no notice of regular meetings shall be required.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President or by any two (2) members of the Board. Notice of a special meeting of the Board shall be given at least three (3) days prior to the date of the meeting by written notice delivered either personally, by facsimile transmission, or by mail, postage prepaid, addressed to each Director at his address shown on the records of the Association. If such notice is personally delivered, it shall be effective upon delivery. If notice is mailed, properly addressed and with postage prepaid, such notice shall be deemed delivered when deposited in the United States mail. If such notice is transmitted by facsimile, notice is deemed to be delivered on successful transmission of the facsimile. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened, which objection shall be made known to and noted by the Secretary in the minutes of the meeting. A Director attending for the purpose of objecting to the transaction of business, as set forth above, shall not be considered in determining the existence of a quorum. 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.

Section 11. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the Directors are present at such meeting, a majority of the Directors in attendance may adjourn the meeting from time to time without further notice. Every act taken or decision made by a majority of the Directors in attendance at a meeting which is duly called and convened, and at which a quorum is present, shall constitute the act or decision of the Board of Directors.

Section 12. Action Without Meeting. Any action required by the Act to be taken at a meeting of the Directors of the Association, or any action that may be taken at a meeting of the Directors of the Association, may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of the Directors as would be necessary to take that action at a meeting at which all the Directors were present and voted. Each written consent shall bear the date of signature of each Director who signs the consent. A written consent signed by less than all of the Directors is not effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest consent delivered to the Association pursuant to the later paragraphs of this Section, a consent or consents signed by the required number of Directors is delivered to the Association at its registered office or principal place of business or to an Officer of the Association having custody of the books in which proceedings of meetings of the Directors are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Association's principal place of business shall be addressed to the President of the Association. A telegram, telex, cablegram, or similar transmission by a Director or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Director shall be regarded as signed by such Director for the purposes of this Section. Prompt notice of the taking of any action by Directors without a meeting by less than unanimous written consent shall be given to all Directors who did not consent in writing to such action.

ARTICLE V

POWERS AND DUTIES OF BOARD OF DIRECTORS

Section 1. Enumeration of Powers. Without limitation, the Board of Directors shall have the power and authority to:

(a) Employ independent contractors, accountants, attorneys and such other agents, employees or representatives as the Board shall deem necessary for carrying out the duties and obligations of the Association, and prescribing their duties and fixing their compensation.

(b) Prosecute any action or legal proceeding which, pursuant to the Declaration, the Association is authorized to bring for the purpose of (i) collecting any assessment due and owing by any Owner, (ii) enforcing, by foreclosure proceedings, the assessment lien securing the payment of any assessment which is due and owing to the Association, (iii) enforcing the use restrictions contained in the Declaration, and (iv) enforcing compliance with any and all other terms, covenants and provisions of the Declaration and these Bylaws.

(c) Exercise all rights, powers and discretions conferred upon the Board of Directors by these Bylaws and the Declaration, except those which are specifically reserved to the Members of the Association by the Articles of Incorporation, these Bylaws or the Declaration.

(d) Adopt and publish rules and regulations governing the use of the Common Area of the Addition and to enforce such rules and regulations.

(e) Suspend, for non-payment of assessments, the right of any Member to vote at any meeting of the Members during the continuance of any such non-payment.

Section 2. Enumeration of Duties. Without limitation, the Board of Directors shall have the duty to:

(a) Cause to be kept a complete and accurate record of all financial affairs of the Association, including assessments, collections and disbursements. A written financial report shall be furnished to the Members at each annual membership meeting or at any special meeting at which such financial report is requested in writing, at least five (5) days prior to the date of such special meeting, by Owners holding at least fifty percent (50%) of the votes of either class of membership.

(b) Cause to be kept complete and accurate minutes of all meetings of the Members and Board of Directors.

(c) Supervise all Officers, agents and employees of the Association and see that their respective duties are properly performed.

(d) As more fully provided in the Declaration: (i) fix the amount of the regular annual assessment against each Lot and give notice thereof to each Owner subject thereto; (ii) propose to the membership special assessments for capital improvements, and, upon approval thereof by the Members in accordance with the Declaration, give notice of such special assessments to each Owner subject thereto; (iii) fix the amount of any additional Lot assessment and give notice thereof to each Owner subject thereto; (iv) issue or cause to be issued, upon request by any Mortgagee or other person, a certificate setting forth whether or not any assessments on a specified Lot have been paid; and (v) collect the assessments when due and payable in any manner provided in the Declaration, including, without limitation, suit for collection or action for foreclosure of the assessment lien.

(e) Procure and maintain fire and extended coverage insurance upon the insurable improvements and other properties of the Association in or on the Common Area of the Addition and liability insurance upon the Common Area, in such amounts as shall be reasonably determined by the Board of Directors.

(f) Perform all maintenance, repair and replacement obligations of the Association under the Declaration; and, at the election of the Board of Directors, perform any maintenance, repairs and replacements which the Association, under the Declaration, has the option to perform for the account of any Lot Owner who fails or refuses to perform his own maintenance, repair and replacement obligations under the Declaration.

(g) Perform or cause to be performed all other duties and obligations of the Association under the Declaration.

ARTICLE VI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The Officers of the Association shall be a President and a Secretary. The Board, at its election, may also establish and fill the offices of Vice President and/or Treasurer. The President and Secretary shall at all times be members of the Board of Directors, but any other Officers may or may not be members of the Board of Directors. Any two (2) or more of such offices may be held by the same person, except that the President may not also be the Secretary.

Section 2. Election of Officers. The Officers shall be elected annually by the Board of Directors at the initial meeting of the Board of Directors and thereafter at the first regular or special meeting of the Board of Directors following the annual meeting of Members. Each Officer shall hold office for a term of one (1) year or until his successor is elected. Any office may be held by the same person for successive terms, as there is no prohibition against any Officer holding successive terms.

Section 3. Assistant Officers. The Board of Directors may elect such Assistant Officers as the Board shall determine necessary for the conduct of the affairs of the Association. The authority, duties and terms of such Assistant Officers shall be fixed by the Board of Directors by resolutions from time to time adopted by the Board.

Section 4. Resignation or Removal. Any Officer may be removed from office by the Board of Directors at any time, with or without cause, and any Officer may resign from office at any time by written resignation tendered to the Board of Directors. Any resignation tendered by an Officer shall be effective as of the date thereof or as of the date specified in the notice of resignation; and, unless otherwise specified in the notice of resignation, acceptance of such resignation by the Board of Directors shall not be necessary to make same effective.

Section 5. Vacancies. Any vacancy in an office resulting from the death, resignation or removal of an Officer, or resulting from the creation of a new office, shall be filled by election or appointment by the Board of Directors. Any Officer elected to fill a vacancy resulting from the death, resignation or removal of an Officer shall serve for the unexpired term of his predecessor in such office. Any Officer appointed to fill a vacancy resulting from the creation of a new office shall hold office until the next annual election of Officers or until his successor is elected.

Section 6. Duties of President. The President shall preside over all meetings of the Members and the Board of Directors; shall see that all orders and resolutions of the Board are carried out; shall sign all documents of the Association, except where another Officer is specifically authorized to execute same by the Declaration; and shall perform such other duties as are normally performed by the president of a corporation.

Section 7. Duties of Vice President. The Vice President (if any) shall act in the place of the President in the event of his absence, disability or refusal to act; shall exercise and discharge such other duties as may be assigned to him by the Board of Directors; and shall perform such other duties as are normally performed by the vice president of a corporation.

Section 8. Duties of Secretary. The Secretary shall record the votes and minutes of all meetings of the Board of Directors and of the membership; shall serve notice of meetings of the Board and of the Members; shall keep appropriate current records showing all Members of the Association and their current mailing addresses; shall maintain a current record of the holders of all first mortgages on the Lots in the Addition (from information furnished to him by the Lot Owners); shall perform such other duties as may be assigned to him by the Board of Directors; and shall perform such other duties as are normally performed by the secretary of a corporation. In the absence of a Treasurer, the Secretary shall also perform the duties of the office of Treasurer.

Section 9. Duties of Treasurer. The Treasurer (if any) shall be primarily responsible for the collection of assessments due the Association; shall receive and deposit, in appropriate accounts established by the Board of Directors, all funds of the Association and disburse such funds as directed by resolution of the Board of Directors; shall sign all checks or other orders for payment of

funds of the Association, either alone or jointly with another Officer, as determined from time to time by resolution of the Board of Directors; shall keep proper books and records of all financial matters of the Association and present financial reports to the Members as required in these Bylaws; shall, with the assistance of the other Officers, fix the annual budget and regular annual assessment on the Lots in the Addition and shall give notice thereof to the Owners of all Lots subject to such assessment, as required in the Declaration; shall cause any required tax returns and reports to be prepared and filed; shall perform such other duties as shall be assigned to him by the Board of Directors; and shall generally perform the duties of the office of treasurer of a corporation.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Obligation to Indemnify. The Association shall indemnify a Director, Officer, committee member, employee or agent of the Association, or a former Director, Officer, committee member, employee or agent of the Association, who was, is or may be named defendant or respondent in any proceeding as a result of his actions or omissions within the scope of his official capacity in the Association, against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by such person in connection with any such proceeding. However, the Association shall indemnify such person only in the circumstances where, and only to the extent which, such indemnification is permitted under the provisions of Art. 1396-2.22A of the Act.

ARTICLE VIII

ASSESSMENTS

Section 1. General Provisions. As more fully provided in the Declaration, each Member is obligated to pay to the Association the regular annual assessments and, in certain special cases, special assessments for capital improvements and additional Lot assessments, which assessments, together with interest, costs and reasonable attorney's fees, are secured by a continuing assessment lien (with power of sale) upon the Lots (and the improvements thereon) against which the assessments are made. Any assessments which are not paid when due are considered delinquent. If an assessment is not paid within ten (10) days from the date upon which it became due, such assessments shall bear interest from the date upon which it became due at the rate of eighteen percent (18%) per annum; and the Association may bring an action at law against the Owner and any other person(s) personally obligated to pay the same or may foreclose the lien upon the property against which the assessment was made. Interest, costs and reasonable attorney's fees shall be added to the amount of any delinquent assessment.

ARTICLE IX

BOOKS AND RECORDS

Section 1. Financial Records; Inspection by Members. The Board of Directors shall cause to be kept and maintained current true and accurate of all financial transactions of the Association, including all income and expenditures, in accordance with generally accepted accounting principles. The books, records and papers of the Association shall be subject to inspection by any Member during normal business hours. The Declaration and Bylaws shall be available for inspection at the principal office of the Association, and copies thereof shall be made available to Members of the Association for a reasonable charge.

Section 2. Current Mortgage Register. It shall be the duty of each Owner to furnish to the Secretary of the Association, within ten (10) days after the acquisition of a Lot or Lots in the Addition, with the name and mailing address of any Mortgagee holding a first mortgage upon such Owner's Lot or Lots. Upon any substitution or change in any such Mortgagee, it shall be the duty of each Owner to notify the Secretary, within ten (10) days thereafter, of the name and mailing address of such substituted first Mortgagee.

Section 3. Current Register of Owners. Among the duties of the Secretary is the maintenance of a current list of all Members and their current mailing addresses. It shall be the duty of each Owner (including Declarant) to give written notice to the Secretary of any transfer or change of ownership of any Lot in the Addition, within ten (10) days after same is made, including the correct name and mailing address of the new Owner thereof. Further, it shall be the duty of each Member to advise the Secretary in writing of any change in such Member's mailing address for receipt of notice from the Association.

ARTICLE X

AMENDMENT OF BYLAWS

Section 1. Procedure for Amendment. The power to amend or repeal these Bylaws, in whole or in part, is reserved exclusively to the Members of the Association. These Bylaws may be amended at any regular or special meeting of the Members by a majority vote (without regard to class) of the Members present, in person or by proxy, and entitled to vote at any such meeting at which a quorum is present. Any proposed amendment shall be incorporated in the notice of the meeting sent to the Members; and, upon the adoption of any amendment, written notice of such amendment shall be given to each of the Members (whether in attendance at or absent from such meeting) within fifteen (15) days after the adoption thereof. No such amendment shall be enforceable against any Member until such written notice shall have been given to such Member in the manner provided above.

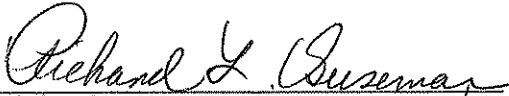
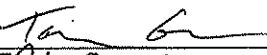
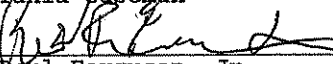
ARTICLE XI

CONFLICTS

Section 1. Conflict With Declaration. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control over any conflicting provision of these Bylaws.

ADOPTED by the initial Directors of the Association on the _____ day of _____, 1996.

INITIAL BOARD OF
DIRECTORS:


Richard L. Guseman

Tania Guseman

Paul Ferguson, Jr.