

**By-Laws Of Hunters Ridge Homeowners
Association, Inc.**

AS AMENDED through November, 2001

ARTICLE I

INTRODUCTION

NAME AND LOCATION. The name of the corporation is Hunters Ridge Homeowners Association, Inc., hereinafter referred to as the "Association". The principle address of the corporation shall be 12161 Coloriver Road, Manassas, Virginia 20112, but meetings of members and directors may be held at such places within Prince William County, the Commonwealth of Virginia, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Hunters Ridge Homeowners Association, Inc., its successors and assigns.

Section 2. "The Property" shall mean and refer to all real property which, from time to time, may be subjected to a Declaration of Covenants, Conditions and Restrictions subjecting that lot to the jurisdiction or control of the Hunters Ridge Homeowners' Association, including initially Hunters Ridge, Section One and subsequently such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" or "Common Areas" shall mean all real property currently owned or later acquired by the Association for the common use and enjoyment of the members of the Association, subject to any easements created thereon, including but without limiting the foregoing to all streets, roadways, and sidewalks.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property, (with the exception of dedicated rights of way and any common area) together with all improvements on the lot.

Section 5. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 herein.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to HUNTERS RIDGE L.L.C., a Virginia Corporation, and any successor, assignee or transferee of finished lots in Hunters Ridge who is specifically designated as a Declarant by Hunters Ridge L.L.C. . No party shall be a "Declarant" or "Class B member of the Association unless so designated in writing by Hunters Ridge L.L.C., and Hunters Ridge L.L.C. reserves the right in its sole discretion as to whether to designate any purchaser of finished lots as a "Declarant".

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the property recorded in the Office of the Clerk of the Circuit Court of Prince William County, Virginia.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each lot owned. Membership shall be appurtenant to and may not be separated ownership of any Lot, which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

a. Every person, group of persons or entity who is a record Owner of a fee interest in any Lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record Owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The vote for any membership which is held by more than one person may be exercised by any one of them, unless any objection or protest by any other holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

b. The Class B member shall be the Declarant or Declarants defined in Article II, Section 7 above and shall be entitled to three votes for each Lot in which it holds the interest otherwise required for Class A membership; provided, however, that Class B membership shall lapse and become a nullity on the first to happen of the following events:

(i) At such time as the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(ii) On December 31, 1999.

c. Following the lapse of Class B membership, the Declarant shall be entitled to the privilege of Class A membership for each Lot owned.

Section 3. Membership Benefits. The Association may, from time to time, extend the benefits of membership in the Association to persons other than those owning Lots, for such fees or considerations as may from time to time be determined by the Association, provided, however:

a. that such memberships shall not be extended to the general public but only to persons residing in the immediate vicinity of the Property; and

b. that such Members shall not have the right to vote, and shall not have any proprietary interest in the property of the Association.

ARTICLE IV

MERGERS AND ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Merger and Annexation. Merger of Hunters Ridge Homeowners Association with any other homeowners' association or annexation of additional property may be accomplished by a vote of two-thirds (2/3) of the Class B members at any time prior to December 31, 1996. Thereafter, any such merger or annexation shall require the assent of two-thirds (2/3) of the votes of Class A members and two-thirds (2/3) of the votes of Class B members, if any, at a meeting duly called for this purpose. Written notice of any such meeting shall be sent to all Members not less than ten (10) days or more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. Members not present may give their written assent to the action taken.

ARTICLE V

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned by it within the Property hereby covenants, and each subsequent Owner of any Lot by acceptance of a Deed shall be deemed to covenant to agree (whether or not it shall be so expressed in any such deed or other conveyance) to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the Owner at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of Hunters Ridge and other properties which may be annexed or added to the Association, and in particular for the taxes and improvements and maintenance of the Property of the Association. Said assessments shall be to the use and enjoyment of the Common Areas, community facilities or easements now owned or later acquired by the Association and of any improvements situated upon thereon.

Section 3. Annual Assessments. Each member shall pay in advance to the Association, on such a date as is specified by the Association, a sum (sometimes hereinafter referred to as "assessments") required by the Association, as estimated by its Board of Directors to meet annual expenses of the Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas, easements or facilities, or any capital improvement upon the Common Areas, easements or facilities, now owned or later acquired by the Association, including the necessary fixtures and personal property related thereto. Any such assessment shall have the assent of seventy-five

percent (75%) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be apportioned equally among all Lots; provided, however, that nothing herein shall be construed to prohibit assessments wholly against one or fewer than all Lots when specifically authorized by these By-Laws or the applicable Declaration. The Association may, at its discretion, require the annual and/or special assessments to be paid on a monthly basis and may require that such payments be made to an Association Manager or any other collection agent selected by the Association.

Section 6. Date of Commencement of Annual Assessments: Due dates. The annual assessment provided for herein shall commence as to all Lots owned by class A members on the first day of the month following the conveyance of the first Lot; and said annual assessment shall commence as to all lots, including those owned by Class B members, on January 1, 1995; provided, however, that any Class B member may elect to pay a one-time charge of one hundred dollars (\$100.00), payable upon sale of the lot to a Class A member, in lieu of the annual assessment.

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of each subsequent annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Maximum Annual Assessment. Until January 1 of the year immediately following conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty and N0/100 Dollars (\$120.00) per Lot.

(a) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year by the Board of Directors without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Failure to pay any assessment when due shall give rise to the following remedies, any or all of which may be exercised by the Association:

(a) For each assessment not received at the management agent's office within ten (10) days of the date due, a late payment fee of 5% of the assessment may be added to the amount due but no less than \$10.

(b) Upon an owner's failure to pay assessments for two consecutive months, the entire unpaid balance of the annual assessments may be accelerated and will be due and payable within ten (10) days following the mailing of written notice of acceleration, by certificate mail, return receipt requested, to the owner, and the entire unpaid balance, together with any late payment fee, shall bear interest at the judgment rate from the earlier of the date that any such late payment fee is assessed or from the date of that notice of acceleration of the annual assessment is mailed.

(c) Any payments received by the Association from a delinquent owner shall be applied first to attorney's fees and costs of collection, next to any late payment fee imposed under subparagraph (a) above, next to any interest accrued, and lastly to the principal amount of any assessment unpaid, beginning with earliest assessment due.

(d) In the event of acceleration as provided in subparagraph (b) above, collection of the assessment may be referred to legal counsel for collection if payment of the accelerated assessment is not received within 20 days of the date notice of acceleration is mailed.

(e) All amounts due to the Association from the delinquent owner, including assessments, late charges, interest, attorney's fees and other charges shall constitute a lien under Article VI, Section 1 hereof and may be recovered by action at law or suit in equity against the owner personally and/or the Lot, for a money judgment and/or legal proceedings to foreclose the lien. In any such action the Association shall be entitled to an attorney's fee of twenty percent (20%) of the total sum due if paid before judgment, or if judgment is obtained, the Association shall be entitled to all reasonable costs and expenses incurred. Notwithstanding the foregoing, the priority of any lien shall be subordinate to that of a first mortgage.

(f) In addition to the above remedies, during any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of 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, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulation established by the Board of Directors governing the use of the Parking Easement, any Common Area and facilities.

(g) No remedy provided herein shall be deemed to restrict or prohibit any other remedy that may be available to the Association, whether under the Deed of Dedication, the Declaration of Covenants, Conditions and Restriction, as amended, the Articles of Incorporation or By-Laws of the Association as amended, or the statutes or common law of the Commonwealth of Virginia, as the same may now or hereafter exist.

(h) No owner may waive or otherwise escape liability for the assessments, late charges, interest, attorney's fees or other charges provided for herein by non-use of the common areas, or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or Deed of Trust against the Lot. The sale or transfer by foreclosure or by deed in lieu of foreclosure of any Lot which is subject to any prior mortgage or Deed of Trust shall extinguish the lien against that Lot with respect to the assessments. The lien shall not be extinguished, however, by any other sale or transfer of the lot, and any assessment due shall continue to remain the liability of the prior Lot Owner. No sale or transfer other than a foreclosure or deed in lieu of foreclosure shall relieve a Lot from liability for any assessments thereafter becoming due or from the lien thereof or relieve the Seller of the lot from personal liability for assessments becoming due prior to the transfer of the Lot.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a public authority; (b) Common Area now owned or later acquired by the Association.

ARTICLE VI

PROPERTY RIGHTS: RIGHT OF ENJOYMENT

Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

ARTICLE VII

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, all members in good standing in the Association

Section 2. Election.

Board members serving at the time of the adoption of this amendment shall continue terms of office as recorded in the minutes of the Annual Meeting of November 2000.

At the first annual meeting following adoption of this amendment, two Directors shall be elected for a term of three years; at the next annual meeting, two other Directors shall be elected for a term of three years; and in the third year following adoption of this amendment, one Director shall be elected for a term of three years. Thereafter, Directors shall be elected for a term of three years as terms expire.

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

Section 4. Compensation. No director shall receive compensation for any service he may render in his capacity as a director to the Association. However, any director may be compensated for legal services or other services which are not part of the services ordinarily performed by a director of the corporation and may further be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of the meeting, which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VIII

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. 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.

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.

ARTICLE IX

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall 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 Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each 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 be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE X

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 governing the use of the Common Area 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 By-Laws, 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 a manager, an independent contractor 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 its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A 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 fix the amount of the annual assessment as provided in Article V; and

(2) to send written notice of each assessment to every Owner subject thereto in accordance with the Declaration;

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. 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) In its discretion to cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE XI

COMMITTEES

Section 1. The Association shall appoint an Architectural Control Committee as provided in the Declaration and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes.

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association 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 officer of the Association as is further concerned with the matter presented.

ARTICLE XII

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The regular annual meeting of the members, as described in these Bylaws shall be held annually on a day set by the Board of Directors at such time as may be designated by the Board, not a legal holiday or weekend day. Additional meetings may be held, as designated by the Board

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 or who are entitled to vote one-fourth (1/4) of the votes of the Class A 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 mailing a copy of such notice, postage prepaid, at least 15 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 the members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the membership shall constitute a quorum of any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, a 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 conveyance by the member of his Lot.

ARTICLE XIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. 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.

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 shall sooner resign, or shall be removed or otherwise unable or disqualified to serve.

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

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 at 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 election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

President

(a) 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, easements and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) 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 their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) 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; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant 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 to each of the members.

ARTICLE XIV

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, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable costs.

ARTICLE XV

CORPORATE SEAL

The Association shall have a seal in circular having within its circumference the words: Hunters Ridge Homeowners,' Association, a Virginia Corporation.

ARTICLE XV

AMENDMENTS

Section 1. These By-laws 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. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVI

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Hunters Ridge Homeowners' Association, have hereunto set our hands this 1 day of November, 1994.

George F. Trowbridge, Jr.

George F. Trowbridge, Jr.

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Oyton Tertemiz

Gerald J. Fitzgerald

Gerald J. Fitzgerald

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Hunters Ridge Homeowners Association, a Virginia Corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 1st day of November 1994,

IN WITNESS WHEREOF, I have hereunto subscribed my name and

Affixed the seal of said Association this 1st day of November, 1994.

Gerald J. Fitzgerald

By: Gerald J. Fitzgerald
Secretary