

AMENDED AND RESTATED BY-LAWS FOR
MONUMENT FALLS PROPERTY OWNERS ASSOCIATION, INC.
(Revised and amended February 3, 2007, April 2, 2011, February 3, 2012,
February 8, 2014, June 22, 2018, and November 3, 2018)

Return Recorded Copy to:
Mark Gagner, President
Monument Falls Property Owners Association
1 Rimrock Road
Jasper, Georgia 30143

ARTICLE 1

Recitals

PT61 # _____ Deed Doc: AGRE
Recorded 07/12/2019 12:11PM
Georgia Intangible Tax Paid: \$0.00
JENNIFER JORDAN
Clerk Superior Court, PICKENS County, Ga.
Bk **01185** Pg **0377-0386**

1.1 Monument Falls Property Owners Association, Inc. (hereinafter referred to as "MFPOA") is a Georgia non-profit corporation, incorporated on April 1, 1996, by the proper filing with the Secretary of State of Georgia of certain Articles of Incorporation (hereinafter referred to as the "Articles of Incorporation").

1.2 MFPOA was created by Taylor Investment Corporation (hereinafter referred to as the "Declarant"), which was the developer of Monument Falls (as hereinafter defined) and the Declarant in that certain Monument Falls Declaration of Covenants Conditions and Restrictions dated March 8, 1996 and recorded in Deed Book 250, Page 102, Pickens County, Georgia Public Records (hereinafter referred to, together with all supplements, amendments and restatements thereto or thereof, as the "Declaration").

1.3 MFPOA adopted its original By-Laws on April 1, 1996. These Amended and Restated By-Laws for Monument Falls Property Owners Association, Inc. (hereinafter referred to as "Restated By-Laws"), adopted pursuant to the power granted in Section 6.1 of the original By-Laws, have been adopted to replace and supersede the original By-Laws in their entirety.

1.4 MFPOA shall be governed by these Restated By-Laws, the Declaration, and any other protective covenants now or hereafter created and enacted for Monument Falls (as defined below) (hereinafter referred to as "Future Protective Covenants").

ARTICLE 2

Offices

2.1 Registered Office. The registered office of MFPOA shall be the primary residence of its President (as hereinafter defined), from time to time, or such other office as the Board of Directors of MFPOA (hereinafter referred to as the "Board of Directors") may select.

2.2 Other Offices. MFPOA may also have offices at such other places within the State of Georgia as the Board of Directors may from time to time determine or the business of MFPOA may make appropriate.

ARTICLE 3

Membership and Voting

3.1 Membership. Every person or entity (hereinafter referred to as a "Person") who is the record owner of a fee simple interest (as opposed to merely a mortgagee) in and to any parcel or tract of land (hereinafter referred to as a "Lot") in the Monument Falls Subdivision, a legal description of which is attached hereto as **Exhibit "A"** (hereinafter referred to as "Monument Falls"), shall be hereinafter

referred to as an "Owner", and as such shall automatically be a member of the MFPOA (hereinafter referred to as a "Member"), and the conveyance or other legal transfer of the fee simple title to any Lot shall automatically constitute a transfer by the transferor thereof to the transferee thereof of the Grantor's interests as a Member with respect to the Lot so conveyed or transferred. Membership in MFPOA shall go along with and may not be separated from the ownership of fee simple title to a Lot. Membership in MFPOA shall not include Persons who hold a security interest only, and the granting of a security interest in a Lot shall not terminate or otherwise impair the Owner's interests as a Member of MFPOA. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a Member or the Member's spouse or domestic partner. Each Member who is not delinquent in the payment of any assessments owed to MFPOA as set forth in the Declaration and as may be set forth in any Future Protective Covenants pursuant to which such Member shall be obligated to pay assessments (hereinafter referred to as "Voting Members") shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an ownership interest in any Lot, the vote for such Lot shall be cast as those Owners decide and instruct in writing to the President of MFPOA (hereinafter referred to as the "President") prior to any meeting. If the President is not so instructed, the vote attributable to the ownership of a Lot shall be suspended in the event more than one of the Owners of a Lot attempts to cast a vote which is the entitlement of the Owners of such Lot.

3.2 WindSong. By virtue of that certain Supplemental and Amendatory Declaration of Covenants, Conditions and Restrictions for Monument Falls dated September 22, 1999 recorded in Deed Book 347, Page 20, Pickens County, Georgia Public Records (hereinafter referred to as the "WindSong Supplement"), certain adjacent additional property, a legal description of which is attached hereto as **Exhibit "B"** (hereinafter referred to as "WindSong"), was subjected by Declarant to the Declaration, with the consent and approval of MFPOA, subject to the specific terms of the WindSong Supplement, whereby *inter alia* the owner of WindSong became a Member of MFPOA and it was agreed that upon the subdivision of WindSong, all purchasers of lots in WindSong would also automatically become Members of MFPOA, with all of the same rights and privileges as the Owners of Lots within Monument Falls. Accordingly, all such Persons are hereby recognized to be Members of MFPOA, the lots in WindSong shall for all purposes constitute Lots for the purposes of these Restated By-Laws, and the owners of such lots in WindSong shall for all purposes constitute Owners for the purposes of these Restated By-Laws.

3.3 Property. Membership in MFPOA does not entitle any Member to any interest in or ownership of any property, real or personal, which is owned by MFPOA or any other Member of MFPOA.

3.4 Assessments. Each Member is obligated to pay assessments to MFPOA as set forth in the Declaration and as may be set forth in any Future Protective Covenants pursuant to which such Member shall be obligated to pay assessments.

If a member is more than two months delinquent in paying the annual assessment and has not responded with full payment to a warning letter from the Association, that member is considered delinquent and in addition to the delinquent assessment shall pay all costs (Attorney Fees, Legal Fees, Court Costs, Collection, Administration and any other Fees) associated with collection of the said delinquent assessment.

3.4.1 Construction Notification.

All lots within Monument Falls are subject to construction notification requirements. The Treasurer of the POA must be notified at least four weeks in advance of the start of permitted construction, and the

owner shall submit a Construction Notification Checklist, a copy of the approved Building Permit, and a copy of the building plans. The Construction Notification Checklist will be established by the Board of MFPOA and may be revised as necessary at the discretion of the Board. Board review and approval must be completed within 10 business days of receipt of application.

3.4.2 Construction Impact Fees.

All lots that utilize Monument Falls private roads for construction access are subject a Construction Impact Fee for any construction of any structure of 200 square feet under roof or larger requiring a County building permit. Payment of an impact fee of \$.50/square foot is required before the start of construction. This is used to mitigate unseen wear and tear on private roads and to restore or repair minor damage to the culvert and paved surface immediately adjacent to the new construction lot and to MFPOA roads used to access said lot.

3.4.3 Culverts. On all new construction home sites or lots that modify or add driveways at the intersection of MFPOA owned roads, subject to determination by the Board, the property⁽¹⁾owner may be required to install a culvert under any driveway that impedes the natural flow of water adjacent to the roadway. The culvert should be a minimum of 18" in diameter.

ARTICLE 4

Meetings of Members

4.1 Location of Meetings. All meetings of Members shall be held at such place within Pickens County in the State of Georgia as may be from time to time fixed by the Board of Directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

4.2 Annual Meetings. Annual meetings of Members (hereinafter referred to as the "Annual Meetings") shall be held during the last three (3) months of calendar year. At each Annual Meeting, the Voting Members shall, by a majority vote, elect a Board of Directors, elect the Officers of MFPOA (hereinafter referred to as the "Officers"), and transact such other business as may be properly brought before the meeting, including but not limited to voting on the annual assessments for the following calendar year.

4.3 Special Meetings. Special meetings of Members (hereinafter referred to as "Special Meetings") may be called for any purpose or purposes by the Board of Directors, by the President, or by twenty-five percent (25%) or more of the Voting Members. In the event a Special Meeting is called by twenty-five percent (25%) or more of the Voting Members, a written call for such a meeting, signed by twenty-five percent (25%) or more of the Voting Members and specifying the specific purpose or purposes for which such meeting is being called, shall be delivered to the President. At each Special Meeting, the Voting Members shall, by a majority vote, transact such business as may be properly brought before the meeting.

4.4 Notice of Meetings It shall be the duty of the Secretary to mail or to cause to be delivered to the Owner of record of each Lot a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes to be notified by other than electronic means he or she shall notify the Secretary in writing of the alternate notification preference.

Notices shall be sent or mailed not less than fourteen (14) nor more than sixty (60) days before an annual meeting and not less than sixty (60) days before a special meeting.

Notice of an annual meeting shall include the time and place set for the meeting, candidates for the Board of Directors and the proposed assessment for the coming year along with a proxy form.

4.5 Business of Meetings. At any Annual Meeting and at any Special Meeting called by the Board of Directors or by the President, any matter relating to the affairs of MFPOA, whether or not stated in the notice of meeting, may be brought up for action. No matter that was not stated in the notice of a Special Meeting that was called by twenty-five percent (25%) or more of the Voting Members shall be brought up for action at such meeting unless at least a majority of the Voting Members are present and all Voting Members who are present specifically agree thereto by vote taken at the meeting.

4.5.1 Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) **Ballot and Written Consent.** A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage or number of approvals necessary to approve each and (3) specify the deadline by which a ballot must be received by the Board in order to be counted. Once submitted, a written ballot may not be revoked.

(b) **Failure to Respond.** The Board of Directors of the Association depends upon the participation of members to provide direction. In the event that insufficient completed ballots are received to constitute a quorum or meet approval requirements, a Second Request shall be submitted by certified mail or email. This request shall notify the member that the failure to respond will constitute a proxy assigned to the Board of Directors to cast the member's votes or approval as the majority of the Board determines is in the best interest of the Association. Upon completion of the vote, formal written or electronic notification of the results will be submitted to all members.

4.6 Quorum. The presence, in person or by proxy, of Owners holding at least one-quarter (1/4) of the Total Association Vote shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

4.7 Majority. If a quorum is present, the affirmative vote of a simple majority of the Voting Members present in person or by proxy shall be the act of the Members, except that the unanimous vote of all Voting Members present in person or by proxy shall be required to approve matters at a Special Meeting that was called by twenty-five percent (25%) or more of the Voting Members with respect to matters of which no notice had been given in the notice of such Special Meeting.

4.8 Voting. At all meetings of Members, each Voting Member shall be entitled to cast one (1) vote, either in person or by signed written proxy, for each Lot owned. For purposes of voting in MFPOA elections, proxy votes must be assigned to a specific member of the Board of Directors in writing and shall submitted to the Secretary of MFPOA (hereinafter referred to as the "Secretary) or other member of the Board at least 24 hours prior to any meeting at which an election vote is taken. The Secretary shall supply a proxy form with all meeting notices.

Notwithstanding any special instructions, the designated Director shall vote as he or she sees fit in the best interest of the Association.

4.9 Procedure. All procedural aspects of the manner of conducting meetings of Members shall be governed by the rules contained in the current edition of *Robert's Rules of Order Newly Revised* to the extent they are applicable.

ARTICLE 5

Board of Directors

5.1 Qualifications and Authority of the Board of Directors. The only Persons who shall be eligible to be members of the Board of Directors shall be the Voting Members. The Board of Directors shall have general and active management authority to conduct the business of MFPOA, and shall exercise their diligent efforts to see that all appropriate orders and resolutions of the Members are carried into effect.

5.2 Number of Directors/Term. The Board of Directors shall have an odd number of Directors (hereinafter referred to as the "Directors"), and shall consist of no more than nine (9) Voting Members and no less than three (3) Voting Members. The number of Directors prospectively for the next subsequent year (not for the then current year) shall be decided by the outgoing President and evidenced by notice from the outgoing President to all Directors in the 30 days up to and including the next annual meeting, provided, however, that if the outgoing President gives no notice of any such decision to all Directors prior to the annual meeting, the number of Directors prospectively for the next subsequent year (not for the then current year) shall remain unchanged from the number who had previously served in that capacity. If there are to be only three (3) Directors for any given year, the Directors shall be the same Persons as the Officers (President, Secretary and Treasurer (hereinafter referred to as the "Treasurer") who shall be elected by the Voting Members at the Annual Meeting from a list of nominees submitted by the Nominating Committee (as defined below) or as nominated from the floor. If there are to be more than three (3) Directors for any given year, they shall be the Officers elected by the Voting Members at the Annual Meeting from a list of nominees submitted by the Nominating Committee (as defined below) or as nominated from the floor, and the remaining Directors shall be elected by the Voting Members at the Annual Meeting from a list of nominees submitted by the Nominating Committee (as defined below) or as nominated from the floor. Directors shall serve for a term of approximately one (1) year, from the date of election at an Annual Meeting until new Directors are elected at the next Annual Meeting, and Directors may be re-elected to serve subsequent terms year after year.

5.3 Salary. Those serving on the Board of Directors shall receive no compensation for their services in that capacity except as provided in Section 7.1 of Article 7.

5.4 Vacancy/Removal. Any vacancy occurring by reason of the death, permanent disability or resignation of a Director may be filled by the affirmative vote of a majority of the remaining Directors.

A Director elected to fill a vacancy shall be elected for the unexpired portion of the term of his or her predecessor in office. Any such Director shall serve until the election of new Directors by the Voting Members at the next Annual Meeting. Any elected Director may be removed from the Board of Directors by a majority vote of the Board of Directors; provided, however, that in the event more than one Director is to be removed from office during the same calendar year, such removal(s) shall be effective only upon a majority vote of the Board of Directors and the approval thereof by a majority of the Voting Members at a Special Meeting.

5.5 Board of Directors Meetings. The Board of Directors shall meet at least once annually. The time and place for the annual meeting of the Board of Directors shall be either immediately following the Annual Meeting of the Members, in which case no notice other than that required for the Annual Meeting is required, or at such other time and place within Pickens County, Georgia as the President or any two (2) Directors may decide, upon five (5) days' notice to all Directors. Special meetings of the Board of Directors may be called at any time on five (5) days' notice to all Directors by the President or by any two (2) Directors. Any required notice may be given personally or by first class mail, e-mail, or facsimile, and shall be deemed given when mailed or when the e-mail or facsimile is sent, addressed to the Director at his address as provided to the Board of Directors by the Director upon election or appointment. Notice of any such meeting may be waived by an instrument in writing. Attendance by a Director in person at such meeting, in person or by written proxy given to another Director, shall constitute a waiver of notice thereof. All meetings of the Board of Directors shall be open to attendance by any Voting Member of MFPOA.

5.6 Quorum. A majority of Directors, in person or by written proxy to another Director, shall constitute a quorum for the transaction of business. All resolutions adopted and all business transacted by the Board of Directors shall require the affirmative vote of a majority of the Directors present at the meeting. Any action required to be taken at a meeting of the Board of Directors, or any action that may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing is signed by all the Directors setting forth the action taken.

5.7 Committees. The Board of Directors shall have the authority to create committees from time to time as it deems necessary or reasonable under the circumstances to oversee, manage and govern the affairs of MFPOA (hereinafter referred to as the "Committees"). Initially there shall be three committees: the "Nominating Committee," the "Road Committee," and the "Covenants Committee." The Board of Directors shall establish in its discretion the guidelines to govern each Committee. Those serving on Committees shall receive no compensation for such service except as provided in Section 7.1 of Article 7. The Nominating Committee shall be selected and appointed by the Board of Directors in the sixty (60) days prior to the annual meeting and shall meet to select nominees for Officers and Directors within twenty (20) days after the Nominating Committee has been appointed.

5.8 Functions and Responsibilities of Directors. The Board of Directors and the Directors shall perform to the best of their ability all of the functions and responsibilities of the Board of Directors as provided for in the Declaration and any Future Protective Covenants, including all services directly or indirectly related thereto, and shall use their best efforts to cause MFPOA to perform all of the functions and responsibilities of MFPOA as provided for in the Declaration and any Future Protective Covenants.

ARTICLE 6

Officers

6.1 Number of Officers/Term. The Voting Members shall elect at the Annual Meeting a President, a Secretary, and a Treasurer of MFPOA (hereinafter referred to as the "Officers"). All three (3) Officers shall also serve as Directors. Officers shall serve for a term of approximately one (1) year, from the date of election at an Annual Meeting until new Officers are elected at the next Annual Meeting, and Officers may be re-elected for subsequent terms year after year.

6.2 Salary. Those serving as Officers shall receive no compensation for their services in that capacity except as provided in Section 7.1 of Article 7.

6.3 Vacancy/Removal. Any vacancy occurring by reason of the death, permanent disability or resignation of an Officer may be filled by the affirmative majority vote of the Board of Directors. An Officer elected to fill a vacancy shall be elected for the unexpired portion of the term of his or her predecessor in office. An Officer shall serve until the election of new Officers by the Voting Members at the next Annual Meeting. Any elected Officer may be removed from office by a majority vote of the Board of Directors; provided, however, that in the event more than one Officer is to be removed from office during the same calendar year, such removal(s) shall be effective only upon a majority vote of the Board of Directors and the approval thereof by a majority of the Voting Members at a Special Meeting.

6.4 President. The President shall preside at all meetings of Members, shall be the Chief Executive Officer of MFPOA, and shall be responsible for the overall management and administration of MFPOA, including general supervision of the policies of MFPOA and general and active management of the financial affairs of MFPOA. He or she shall execute bonds or other contracts under seal of the corporation. The duties of the office of President are such that no Voting Member shall be eligible to be the President unless his or her primary or secondary residence is at Monument Falls or WindSong.

6.5 Secretary. The Secretary shall have the responsibility of recording or causing to be recorded the proceedings of all meetings of the Voting Members and the Board of Directors in minute books to be kept for that purpose. The Secretary also shall have the responsibility of maintaining or causing to be maintained reasonably organized files containing all important documents and correspondence of MFPOA, the minute books, other archival information and the seal of the corporation in a location within Monument Falls, except for short-term absences reasonably required for the performance of secretarial duties. The Secretary also shall keep an up-to-date roster of the Members, including their primary residence mailing addresses, their telephone numbers and, whenever possible, their email addresses. The Secretary shall be responsible for all official correspondence of the corporation including the calling of meetings and the supplying of proxy forms, and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the President or the Board of Directors. The Secretary will assure that all books and records of MFPOA, other archival information related to MFPOA, current files and documents and the seal of the corporation are immediately delivered to his or her successor upon the election of such successor. The duties of the office of Secretary are such that no Voting Member shall be eligible to be the Secretary unless his or her primary or secondary residence is at Monument Falls or WindSong.

6.6 Treasurer. The Treasurer shall be charged with the management of the financial affairs of MFPOA and shall have the powers to recommend action concerning MFPOA's financial affairs to the President and the Board of Directors. With the exception of the examples presented later in this

paragraph, no expenditures outside the annual budget will be approved except by the board of directors. A detailed, written financial report shall be submitted by the Treasurer to the Board of Directors on a quarterly basis, and shall be submitted to the Voting Members on an annual basis. Any Voting Member may request a copy of the most recent quarterly financial report at any time in writing, and such reports shall be promptly provided by the Treasurer to the requesting Voting Member(s). The Treasurer is authorized to issue checks on behalf of MFPOA, in his or her discretion, for all bona fide MFPOA expenses, up to a maximum of \$500.00 per check. Any check in an amount larger than \$500.00 must be approved in advance by the President. The Treasurer is authorized to obtain unsecured short-term loans on behalf of MFPOA, on commercially reasonable terms, up to a \$5,000.00 cumulative maximum, in order to bridge over short-term cash flow shortages, but no such loans shall be closed without the prior approval of the President as to the amount and terms thereof. Any loan(s) in excess of the aforesaid \$5,000.00 cumulative maximum may be obtained only upon the approval of the amount and terms thereof by a vote of the Voting Members at an Annual Meeting or a Special Meeting.

6.7 Functions and Responsibilities of Officers. The Officers shall perform to the best of their ability all of the functions and responsibilities of their offices as provided for herein, in the Declaration and any Future Protective Covenants, including all services directly or indirectly related thereto, and shall use their best efforts to cause MFPOA to perform all of the functions and responsibilities of MFPOA as provided for herein or in the Declaration and any Future Protective Covenants.

ARTICLE 7

General Provisions

7.1 Indemnification. To the full extent allowed by Georgia law, MFPOA shall indemnify and hold harmless all of the Directors and Officers of MFPOA and every other person who is party or who is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of MFPOA), by reason of the fact that such person is or was serving as a Director, an Officer, a Committee member, or as a Member of MFPOA, against any and all expenses, including attorneys' fees, imposed upon or reasonably incurred in connection with any action, suit, or proceeding, if such person acted in a manner reasonably believed by such person to be in or not opposed to the best interests of MFPOA and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. To the extent reasonably obtainable at a reasonable cost, MFPOA will obtain and maintain at all times insurance coverage, of which all Directors and Officers of MFPOA shall be beneficiaries, with regard to all claims which are or could be asserted against such Directors and Officers with regard to their performance of functions in their capacities as Directors or Officers of MFPOA. Copies of such insurance policies shall be made available by MFPOA to all Directors and Officers upon their requests.

7.2 Actions By Members. Only the Directors, Officers and Committee Chairs of MFPOA shall be authorized to take any actions on behalf of MFPOA, and in no event shall any action taken on behalf of MFPOA by a Member who is not specifically authorized to take such action shall be legally binding upon MFPOA. The foregoing notwithstanding, all Persons dealing in good faith with Directors, Officers and Committee Chairs of MFPOA shall be authorized to do so without inquiry as to the authority of the Director, Officer or Committee Chair with whom such Person is dealing.

7.3 Fiscal Year. The fiscal year of MFPOA shall be the calendar year.

7.4 Amendments. These Restated By-Laws may be altered, amended, restated or terminated only upon the affirmative majority vote of the Voting Members.

7.5 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

7.6 Severability. Whenever possible, each provision of these Restated By-Laws shall be interpreted in such manner as to be effective and valid, but if the application of any provision of the Restated By-Laws to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of these Restated By-Laws are declared to be severable.

7.7 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

IN WITNESS WHEREOF, the undersigned have executed and established these Restated By-Laws, under seal, this 3rd day of November, 2018.

MONUMENT FALLS PROPERTY OWNERS ASSOCIATION, INC.
a Georgia non-profit corporation

By: *[Original signed by Dave Moore]*
Its: President and a Director

Attest: *[Original witnessed by Barbara Whitten]*
Its: Secretary and a Director
(CORPORATE SEAL)

Amended the 3rd day of February, 2007.

By: *[Original signed by Robert R. Anderson]*
Its: President and a Director

Attest: *[Original witnessed by Jan F. Gaines]*
Its: Secretary and a Director
(CORPORATE SEAL)

Amended the 2nd day of April, 2011.

By: *[Original signed by Joyce Newman]*

Its President and a Director

Attest: *[Original witnessed by Jan F. Gaines]*
Its Secretary and a Director
(CORPORATE SEAL)

Amended the 3rd day of February, 2012.

By: *[Original signed by Ed Howard]*
Its President and a Director

Attest: *[Original witnessed by Jan F. Gaines]*
Its Secretary and a Director
(CORPORATE SEAL)^{SEP}

Amended the 7th day of March, 2014.

By: *[Original signed by Adriana Gutierrez]*
Its President and a Director


Attest:
Its Secretary and a Director
(CORPORATE SEAL)

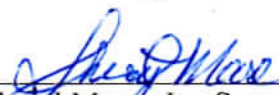
Amended the 22nd day of June, 2018.

By: *[Original signed by Adriana Gutierrez]*
Its President and a Director

Attest: *[Original witnessed by Dondi Simon]*
Dondi Simon, Its Secretary and a Director

Amended the 3rd day of November, 2018

By: 
Mark Gagner Its: President and a Director

Attest: 
Sheryl Moore Its: Secretary and a Director
(CORPORATE SEAL)

