

BYLAWS OF
MAIN STREET CONDOMINIUMS PHASE 2 UNIT OWNERS ASSOCIATION, INC.

The administration of Main Street Condominiums Phase 2 and the Main Street Condominiums Phase 2 Unit Owners Association, Inc. ("Association"), a Texas Nonprofit Corporation, will be governed by the UNIFORM CONDOMINIUM ACT ("Act"), Chapter 82 of the TEXAS PROPERTY CODE as amended, if amended, the Declaration of Condominium of Main Street Condominiums Phase 2 and these Bylaws.

1. OFFICES AND AGENT

The principal office of the corporation in the State of Texas will be located in the County of Lubbock. The office of the corporation to be maintained in the State of Texas may be, but need not be, identical with the principal office in the State of Texas, and the address of the office may be changed from time to time by the Board of Directors. The registered agent of the corporation may be changed from time to time by the Board of Directors. The address of the initial registered office of the corporation will be 7008 Salem Avenue, Lubbock, Texas 79424, and the name of the initial registered agent of the corporation at that address will be Michael McDougal.

2. MEMBERS

2.1 The members of this corporation will be the owners of the units in the Main Street Condominiums Phase 2, as defined in the Certificate of Formation of the Main Street Condominiums Phase 2 Unit Owners Association, Inc. ("Association").

2.2 Annual Meeting. There will be an annual meeting of the Association on the third Monday of April on the property or at another reasonable place or time as may be designated by written notice of the Board of Directors delivered to the Association not less than ten (10) days nor more than thirty (30) days prior to the date fixed for the meeting. At the annual meeting the Board will present a certified audit of the Maintenance Fund, itemizing receipts and disbursements for the preceding calendar year, the allocation of receipts and disbursements to each Owner, and the estimated maintenance for the coming calendar year. Within thirty (30) days after the annual meeting, a copy of the audit will be delivered to all Owners.

2.3 Notice. Any notice permitted or required to be delivered as provided to an Owner may be delivered either personally or by mail. If delivery is made by mail, it will be deemed to have been delivered thirty-six (36) hours after a copy has been deposited in the United States mail, postage prepaid, addressed (a) to an Owner at the address given by the Owner to the Secretary of the Board for the purpose of notice or (b) to the Unit of that Owner if no address has been given to the Secretary. Any address for purposes of notices may be changed from time to time by notice in writing to the Secretary.

2.4 Voting. Each unit in the condominium will be entitled to one (1) vote at any and all meetings of the members.

2.5 Quorum. In order to constitute a quorum at any meeting, more than fifty percent (50%) of the voting members of this corporation must be present.

2.6 Special Meetings. Special meetings of the Association may be called at any time for the purpose of considering matters which, by the terms of these Bylaws and the Declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Special meetings will be called by written notice, signed by the President or by the Owners having one-half (1/2) of the total votes and delivered not less than fourteen (14) days prior to the date fixed for the special meeting. Notices must specify the date, time and place of the meeting, and the matters to be considered.

3. BOARD OF DIRECTORS

3.1 General Power. The business and affairs of the corporation will be managed by its Board of Directors. Until the first election of the Board and/or subject to the limitation of Paragraph 9 of the Declaration, the rights, duties, and functions of the Board will be exercised by McDougal Construction, L.C. ("Declarant").

3.2 Number, Tenure, and Qualifications. Until August 2010, or by their sooner resignation or removal by a majority vote of the members, the Directors of the corporation will be as provided in the Certificate of Formation. After that date, the Board of Directors will be composed of seven (7) Directors who will be

Owners of Units in the condominium. At the first annual meeting, the Owners will elect a Board of Directors for the upcoming year, consisting of seven (7) Owners and thereafter at each annual meeting the Owners will elect members to the Board as provided below. However, the first Board elected may be elected at a special meeting duly called, that Board to serve until 2010 (subject to the drawing of lots described below). Each Owner entitled to vote at any election of members of the Board may vote, if present. The candidates receiving the highest number of votes up to the number of members of the Board to be elected will be deemed elected. All votes will be cast by written ballot. Members of the Board will, except as otherwise provided, serve for a term of three (3) years, commencing on the first day following the meeting at which they are elected, or until their respective successors are elected, or until their death, resignation or removal, whichever is earlier; provided that if any member ceases to be an Owner, his or her membership on the Board will terminate. Thereafter, immediately after the election of the full Board of Directors at the first annual meeting, they will meet and by lot determine the two of them who will serve for three year terms, the two of them who thereof who will serve for a two year term, and the three of them who thereof who will serve for a one year term. This initial staggering is intended to create a system such that the entire board does not end its terms simultaneously.

3.3 Regular Meetings. A regular meeting of the Board of Directors will be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide by resolution the time and within Lubbock, Texas, for the holding of additional regular meetings without other notice than that resolution. Five (5) members of the Board will constitute a quorum, and, if a quorum is present, the decision of a majority of those present will be the act of the Board. The Board will elect a President who will preside over both its meeting and those of the Association of Unit Owners. In case of a tie vote at a Board meeting, the President of the Board will cast the deciding vote. Meetings of the Board may be called, held and conducted in accordance with any regulations the Board adopts. The Board may also act without a meeting by unanimous written consent of its members.

3.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of a majority of the residents, or any three (3) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place within Lubbock, Texas, as the place for holding any special meeting of the Board of Directors called by them.

3.5 Notice of Election. After the first election of the Board, Declarant will execute, acknowledge and record an affidavit stating the names of all the persons elected to membership of the Board. Thereafter, any five (5) persons who are designated of record as being members of the most recent Board may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Board. The most recently recorded affidavit will be prima facie evidence that the persons named in the affidavit are all of the incumbent members of the Board and will be conclusive evidence of that fact in favor of all persons who rely on it in good faith.

3.6 Authority of the Board. The Board, for the benefit of the Property and the Owners, will enforce these provisions and will acquire and pay out of the Maintenance fund, as provided below, for the following:

(a) Water, sewer, garbage, electrical, gas and other necessary utility services for the Common Elements.

(b) A policy or policies of fire insurance, with extended coverage endorsement, for the full insurable replacement value of the Units and the Common Elements payable as provided in Paragraph 11 of the Declaration, or such other fire and casualty insurance as the Board determines gives substantially equal or greater protection to the Association of Owners, Owners, and their mortgagees, as their respective interests may appear, which policy or policies will be reviewed annually by the Board.

(c) A policy or policies insuring the Board and the Owners against any liability to the public or to the Owners and their invitees or tenants incident to the ownership and use of the Property, and including the personal liability exposure of the Owners. Limits of liability under this insurance will not be less than \$1,000,000.00 for any one person injured, \$1,000,000.00 for any one accident, and \$50,000.00 for property damage, with these limits and coverage to be reviewed at least annually by the Board and adjusted in its discretion. The Board will also secure an umbrella

policy of insurance against general liabilities with a minimum policy limit of \$1,000,000.00, and an Officers and Directors liability policy with a with a minimum policy limit of \$1,000,000.00. The policy or policies will contain a cross liability endorsement in which the rights of named insureds under the policy or policies will not be prejudiced as respects his, her or their action against another named insured;

(d) Worker's compensation insurance to the extent necessary to comply with any applicable laws;

(e) The services of the Manager to manage its affairs to the extent deemed advisable by the Board as well as other personnel that the Board determines to be necessary or proper for the operation of the Property, whether these personnel are employed directly by the Board or are furnished by the Manager; however, any service contract must be limited in duration to three (3) years unless a longer period is approved by the Board;

(f) Legal and accounting services necessary or proper in the operation of the Common Elements or the enforcement of the terms of the Declaration;

(g) A fidelity bond with the Manager, the Board and other persons as designated by the Board as principals and the Owners as obliges if required by the Board, for the first year in an amount at least equal to the estimated cash requirement for that year, and for each subsequent year in an amount at least equal to the total sum collected through the Maintenance Fund during the preceding year;

(h) Maintenance, repair and painting all of the Common Elements including but not limited to all parking and driveway areas, and exterior surfaces of Units, including exterior walls, windows and roofs, and furnishings and air conditioning and heating units for the Common Elements, which the Board will have the exclusive right and duty to acquire; however, kitchen appliances, plumbing fixtures, electrical equipment, all doors including front, rear and sliding glass patio doors, and the interior surfaces of each Unit will be maintained and repaired by the Owner of each unit, with this maintenance to be at the sole cost and expense of the Unit Owner;

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of the Declaration or these Bylaws or which in its opinion will be necessary or proper for the operation of the Common Elements or for the enforcement of the Declaration or Bylaws, provided that if any materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular Units, and are not intended to be maintained by the Association of Unit Owners, their cost will be specially assessed to the Owner of that Unit. The Board will also pay any amount necessary to discharge any lien or encumbrance levied against the property which may in the opinion of the Board constitute a lien against the Common Elements, rather than merely against the undivided interest of an Owner. When one or more Owners are responsible for the existence of a lien, they will be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of the lien will be specially assessed to those Owners;

(j) Maintenance and repair of any Unit, if the maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Property, and the Owner or Owners of the Unit have failed or refused to perform the maintenance or repair within a reasonable time after written notice of the necessity of the maintenance or repair delivered by the Board, and the Board will levy a special assessment against the Unit of that Owner or Owners for the cost of the maintenance or repair. The Board's powers in this instance will be limited in that the Board will have no authority to acquire and pay for out of the Maintenance Fund capital additions and improvements (other than for purposes of replacing portions of the Common Elements, subject to all the provisions of the Declaration) having a cost in excess of five thousand dollars (\$5,000) except as expressly provided here or in the Declaration. Nothing here authorizes the Board to furnish to any person services primarily for the benefit or convenience of any Owner or Owners, or occupant or occupants, of any Unit other than services customarily rendered in connection with the rental of space for occupancy only. The Board will have the exclusive right and obligation to contract for all goods, services and insurance in

connection with the Property, payment for which is to be made from the Maintenance Fund, except as otherwise specifically provided here or in the Declaration.

3.7 Resignation and Removal. Any member of the Board may resign at any time by giving written notice to the Secretary, and any member may be removed from membership on the Board by a vote a five-sixths (5/6) majority vote of the Association or by a vote of five (5) of the Board members.

4. OFFICERS

4.1 The officers of the corporation will be a President, a Vice President, a Secretary, a Manager, and a Treasurer, each of whom will be elected by the Board of Directors. Other officers and assistant officers as deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election and Term of Office. The initial officers of the corporation will be elected by the Board of Directors at the first meeting of the Board of Directors; subsequently, the officers of the corporation will be elected by the Board of Directors annually at each meeting of the Board of Directors held after each annual meeting of the members. If the election of officers is not held at an annual meeting, the election will be held as soon after that meeting as is convenient within a specified time limit. Each officer will hold office until his or her successor has been duly elected and has qualified or until his or her death or until he or she has been removed in the manner provided below.

4.3 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the corporation would be served by the removal.

4.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

4.5 President. The President will be the principal executive officer of the corporation and, subject to the control of the Board of Directors, will in general supervise and control all of the activities and affairs of the corporation. He or she will, when present, preside at all meetings of the members and of the Board of Directors. In the absence of any appointment, the President will act as Manager. He or she may sign, with the Secretary or any other proper officer of the corporation duly authorized by the Board of Directors, any notes, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, and in general will perform all duties incident to the office of President and any other duties prescribed by the Board of Directors.

4.6 Vice President. In the absence of the President, or in the event of his or her death, inability or refusal to act, the Vice President will perform the duties of the President, and when so acting, will have all the powers of and be subject to all the restrictions on the President. The Vice President will perform any other duties that are assigned to him or her by the President or by the Board of Directors.

4.7 Manager. The Manager will manage the affairs of the corporation subject to the control of the Board of Directors and the President as they determine necessary or proper for the operation of the Property; however, any contract for services entered into by the Manager will be limited in duration to three (3) years. In the absence of a Manager, the President will act as the Manager.

4.8 Secretary. The Secretary will do the following:

- (a) Keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose;
- (b) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- (c) Be custodian of the records of the corporation.
- (d) Keep a membership roll of the members of the corporation;
- (e) Sign with the President or Vice President any instrument as authorized by resolution of the Board of Directors; and
- (f) In general perform all duties incident to the office of the Secretary and any other duties

assigned by the President or by the Board of Directors.

4.9 Treasurer. If required by the Board of Directors, the Treasurer will give a bond for the faithful discharge of his or her duties in the sums and with the surety or sureties that the Board of Directors determines. He or she will:

(a) Have charge and custody of and be responsible for all funds of the corporation, receive and give receipts for moneys due and payable to the corporation from any source, and deposit all moneys in the name of the corporation in banks, trust companies, or other depositories as selected in accordance with these Bylaws; and

(b) In general perform all of the duties incident to the office of Treasurer and any other duties assigned by the President or by the Board of Directors.

4.10 Salaries. No salary will be paid to any officer or Director other than the Manager, Secretary and Treasurer. Salaries are to be established, reviewed, increased, decreased, or terminated by a majority vote of the Board.

5. CONTRACTS, LOANS, CHECKS AND DEPOSITS

5.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and this authority may be general or confined to specific instances.

5.2 Loans. No loans will be contracted on behalf of the corporation, and no evidence of indebtedness will be issued in its name, unless authorized by an affirmative vote of five (5) of the members of the Board and unless the total indebtedness contracted by the corporation will not exceed three times the projected annual income based on the current annual maintenance charge. This authority may be general or confined to specific instances.

5.3 Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the corporation will be signed by the officer or officers, agent or agents, of the corporation and in the manner determined by resolution of the Board of Directors.

5.4 Deposits. All funds of the corporation not otherwise employed will be deposited from time to time to the credit of the corporation in the banks, trust companies or other depositories that the Board of Directors selects.

6. COMMON EXPENSES: ASSESSMENTS

6.01 All assessments will be made in accordance with the general provisions of Paragraph 21 of the Declaration.

6.02 Within thirty (30) days prior to the annual meeting of the Association, the Board will estimate the common expenses and capital contributions for the coming fiscal year. Subject to the provisions of the Declaration, the estimated capital contributions may include amounts the Board deems proper for general working capital, for the general operating reserve, for a reserve fund for replacements and major maintenance, and will take into account an expected income, surplus or deficit in the common expenses for any prior year. These estimated capital contributions and common expenses will be presented at the annual meeting and will subsequently be assessed on a monthly basis to the Unit owners in proportion to their percentage of undivided interest in the Common Elements as stated in the Declaration. If the estimated common expenses prove inadequate for any reason, including nonpayment of any Unit Owner's assessments, the Board may, by resolution duly adopted, make additional assessments, which will be assessed to the Unit Owners in the same manner as the estimated common expenses. Each Unit Owner will be obligated to pay to the Board assessments made pursuant to this paragraph on or before the first day of each month, or in another reasonable manner that the Board designates. The funds received by the Board from assessments for common expenses and capital contributions will be kept in either capital accounts or in the common expense fund and will be expended by the Board only in accordance with the provisions of the Act, the Declaration and these Bylaws.

6.03 The failure by the Board before the expiration of any fiscal year to estimate the common expenses as required here will not be deemed a waiver or modification in any respect of the provisions of the

Declaration or these Bylaws or a release of the Unit Owner from the obligation to pay any past or future assessments, and the estimated common expenses and capital contributions fixed for the previous and current year will continue until a new estimate is made.

6.04 No Unit Owner may exempt himself or herself from liability for common expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his or her Unit.

6.05 The treasurer will keep detailed records of all receipts and expenditures, including expenditures affecting the Common Elements, specifying and itemizing the maintenance, repair and replacement of expenses of the Common Elements and any other business expenses incurred. These records will be available for examination by the Unit owners during regular business hours. In accordance with the actions of the Board assessing common expenses against the Units and Unit Owners, the treasurer will keep an accurate record of the assessments and payments by each Unit Owner.

6.06 All assessments will be a separate, distinct and personal liability of the Owner of the Unit at the time each assessment is made. The Board will have the rights and remedies contained in the Act and in the Declaration to enforce the collection of assessments.

6.07 Any person who enters into a written agreement to purchase a Unit will be entitled to obtain a written statement from the treasurer stating the amount of unpaid assessments charged against the Unit and its Owners, and if the statement does not reveal the full amount of the unpaid assessments as of the date it is rendered, neither the purchaser nor the Unit will be liable for the payment of an amount in excess of the unpaid assessments shown on the statement, provided that the former Unit Owner will remain liable for that excess amount. Any excess amount which cannot be promptly collected from the former Unit Owner-grantor will be reassessed by the Board as a common expense to be collected from all Unit Owners, including without limitation the purchaser of the Unit, his or her successors and assigns. The new Unit Owner will, and the former Unit Owner will not, be liable for any assessments made after the date of transfer of title of a Unit, even though the common expenses and any other expenses incurred or the advances made by the Board for which the assessment is made relate in whole or in part to any period prior to that date.

6.08 In addition to the statements issuable to purchasers of Units, the Board will provide to the Unit Owner, to any person who has entered into a binding agreement to purchase the Unit and to any mortgagee on request at reasonable intervals a current statement of unpaid assessments for common expenses and for any expenses of and advances by the Board with respect to the Unit.

6.09 In all cases in which all or part of any assessments for common expenses and for any expenses of and advances by the Board cannot be promptly collected from the persons or entities liable for them under the Act, the Declaration or these Bylaws, the Board will reassess them as a common expense without prejudice to its rights of collection against those persons or entities and without prejudice to its lien for assessments.

6.10 Amendments to this Part 6 will be effective only on unanimous written consent of the Unit Owners and their mortgagees. However, the provisions of the Declaration relating to this Part 6 may be amended as provided by the Declaration.

7. SPECIAL ASSESSMENTS FOR UTILITY USAGE

7.01 Utility services to the common areas are furnished through one or more master meters. The Board will include in their budget an assessment to cover the expected cost of these utilities and may adjust such assessment annually based on past and expected future utility use for the common areas. The Board may specially assess each Unit for the amount of utilities consumed by the common areas. The Board will assess for utilities consumed at a rate equal to the rate actually charged to the property. The monthly assessment for utilities will be paid within fourteen (14) days of the receipt of the assessment.

8. LITIGATION

8.01 If any action is brought by the a member of the Board on behalf of the Association and recovery is had, the plaintiff's expenses, including reasonable attorneys' and experts' fees, will be a common expense; however, if an action is brought against the Unit Owners or against the Board or its officers, employees, or agents in those capacities, with the result that the ultimate liability asserted would, if proved,

be borne by all the Unit Owners, the plaintiff's expenses, including attorneys' and experts' fees, will not be charged to or borne by the other Unit owners, as a common expense or otherwise.

8.02 Any action brought against the Association, the Board or its officers, employees or agents, in those respective capacities, or the property as a whole, will be directed to the Board, which will promptly give written notice of suit to the Unit Owners and mortgagees and initiate a defense to the action; and the Unit owners and mortgagees will have no right to participate in the defense other than through the Board. Actions against one or more, but less than all Unit owners will be directed to those Unit Owners, who will promptly give written notice of suit to the Board and the mortgagees of those apartments, and provide their own defense.

9 ABATEMENT AND ENJOINMENT OF VIOLATIONS BY APARTMENT OWNERS

9.01 The violation of any administrative rules or regulations adopted by the Board, the breach of any provision contained in the Bylaws or the breach of any provision of the Declaration will give the Board the right, in addition to any other rights stated in these Bylaws and the Declaration:

A. To enter the Unit in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist contrary to the intent and meaning of these provisions, and the Board will not be deemed guilty in any manner of trespass;

B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

9.02 These remedies are cumulative to other remedies provided in the Act, the Declaration and these Bylaws or any other applicable laws.

10. ACCOUNTING

10.01 The books and accounts of the Association will be kept in accordance with generally accepted accounting procedures under the direction of the treasurer.

10.02 At least every 3 fiscal years (and more often at the discretion of the Board) the books and records of the Association will be audited by an auditor outside of the Association.

10.03 The books and accounts of the Association may be inspected by any Unit Owner or his or her authorized representative during regular business hours.

11. SPECIAL COMMITTEES

11.01 The Board by resolution may designate one or more special committees, each committee to consist of three (3) or more Unit Owners, which to the extent provided in the resolution, will have and may exercise the powers stated in the resolution. Special committees will have the name or names determined by the Board. Special committees will keep regular minutes of their proceedings and report them to the Board when required. The members of special committees will be appointed by the Board or the president. The Board or the president may appoint Unit owners to fill vacancies on special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

12. PROCEDURE

12.01 Meetings of members and of the Board of Directors will be conducted in accordance with the procedure as contained in Robert's Rules of Order to the extent applicable.

13. AMENDMENTS

13.01 Amendments to these Bylaws will be adopted at an annual or special meeting of the members by a vote of a majority of all members of the corporation present.

14. INDEMNIFICATION

14.01 The corporation will indemnify every Director and officer, his or her heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him or her in connection with any action, suit or proceeding to which he or she may be made a party by reason of

being or having been a Director or officer of the corporation except as to matters as to which he or she is finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification will be provided only in connection with matters covered by the settlement as to which the corporation is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct in the performance of his or her duty as Director or officer in relation to the matter involved. These rights will not be exclusive of other rights to which the Director or officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the corporation by reason of or arising out of or in connection with these indemnification provisions will be treated by the corporation as common expenses; however, nothing contained in this section will be deemed to obligate the corporation to indemnify any member or owner of a Unit, who is or has been a Director or officer of the corporation, with respect to any duties or obligations assumed or liabilities incurred by him or her under and by virtue of membership in the corporation or as a member or owner of a Unit.

15. DISSOLUTION

15.01 In the event of waiver or termination of the Condominium being administered by this corporation, the corporation will immediately be dissolved as provided by law and this instrument.

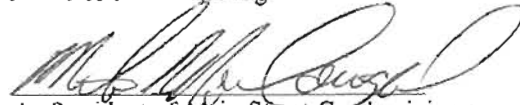
15.02 Prior to dissolution, the assets of the corporation, after the payment of all debts including mortgages and other encumbrances, will be distributed to the members of the corporation in accordance with their percentage of ownership in it.

16. SEVERABILITY

16.01 These provisions will be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or a portion of a provision will not affect the validity or enforceability of any

CERTIFICATION

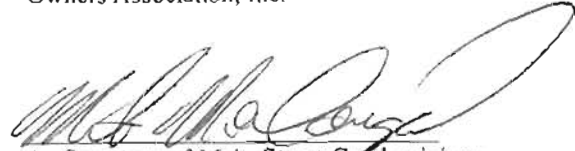
Michael McDougal, Chairman of the Board of Directors and David Miller, President of the Main Street Condominiums Phase 2 Unit Owners Association, Inc., do hereby certify that the foregoing is a true and correct copy of the Bylaws of the Main Street Condominiums Phase 2 Unit Owners Association, Inc., a Texas Non-Profit Corporation, adopted at a meeting of the members held on the 1st day of August, 2007, which adoption appears of record in the minutes of that meeting.



As President of Main Street Condominiums
Phase 2 Unit Owners Association, Inc.



As Chairman of the Board of Directors of
Main Street Condominiums Phase 2 Unit
Owners Association, Inc.



As Secretary of Main Street Condominiums
Phase 2 Unit Owners Association, Inc.