

BYLAWS  
(CODE OF REGULATIONS)  
OF  
KINGSBURY RECREATION ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the Association is Kingsbury Recreation Association, Inc., which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of the Declaration of Easements, Covenants, Conditions and Restrictions dated \_\_\_\_\_, and filed for record with the Summit County Recorder in Volume \_\_\_\_, Page \_\_\_\_\_. The principal office of the Association shall be as set forth in its Articles of Incorporation, and the place of meetings of Members and of the Board of the Association shall be at such place in Summit County, Ohio as the Board may from time to time designate.

ARTICLE II  
DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration.

ARTICLE III  
MEMBERS

Section 1. Composition. Each Member, as defined in the Declaration, is a Member of the Association.

Section 2. Annual Meetings. The first annual meeting of the Members shall be held as provided in the Declaration. Thereafter, regular annual meetings of the Members shall be held in the first calendar quarter of each year, on a date and at an hour established, from time to time, by the Board. The order of business at all annual meetings shall be as follows:

- A. calling of meeting to order;
- B. proof of notice of meeting or waiver of notice;
- C. reading of minutes of preceding meeting;
- D. reports of officers;
- E. reports of committees;
- F. election of inspectors of election; *no.*
- G. election of members of Board
- H. unfinished and/or old business;
- I. new business;
- J. adjournment.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board or upon written request of any Member, and when required by the Declaration.

Section 4. Notice of Meetings. Written notice of each meeting of 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 seven 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, or by delivering a copy of that notice at such address at least seven days before the meeting. The 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 5. Quorum. The Members present (which Members shall have been duly designated by their respective Member association evidenced by written notice thereof, signed by the president and attested by the secretary of the respective Member association), at any duly called and noticed meeting of Members, shall constitute a quorum for such meeting.

Section 6. Voting Power. Except as otherwise provided in the Founding Documents, or by law, all matters to be determined by the Members shall be determined by the Board. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of the Members except as otherwise specifically provided in the Founding Documents or by law.

Section 7. Action In Writing Without Meeting. All actions, except removal of a member of the Board, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in writing or writings signed by Members having the percentage of voting power required to take such action if same were taken at a meeting. Such writing shall be filed with the secretary of the Association.

#### ARTICLE IV BOARD OF TRUSTEES

Section 1. Initial Trustees. The initial trustees shall be those three persons named as the initial trustees in the Articles, or such other person or persons as may, from time to time, be substituted by the Declarant.

Section 2. Successor Trustees. The number, times of election, and terms of office of those who will serve as trustees of the Association to succeed the initial trustees, shall be as provided in the Declaration and these Bylaws.

Section 3. Removal Excepting only trustees named in the Articles or selected by the Declarant, any trustee may be removed from the Board pursuant to the provisions of the articles or bylaws of that Member's association. In the event of the death, resignation or removal of a trustee, other than one named in the Articles or a substitute selected by the Declarant, that trustee's successor shall be selected by the members of that Member association and shall serve until the completion of their term of such deceased, resigned or removed trustee. Declarant shall have the sole right, to remove, with or without cause, any trustee designated in the Articles, or a substitute selected by the Declarant, and select the successor of any trustee so selected who dies, resigns, is removed or leaves office.

Section 4. Vacancies. A vacancy on the Board shall be filled in the manner prescribed by the articles and bylaws of that Member's Association.

Section 5. Election. Election to the Board by the Members shall be at provided in the Declaration.

Section 6. Compensation. Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no trustee shall receive compensation for any service rendered to the Association as a trustee. However, any trustee shall receive compensation for any service rendered to the Association as a trustee. However, any trustee may be reimbursed for his actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held not less than quarterly, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any two trustees, after not less than three days notice to each trustee.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of trustees entitled to case a majority of the Voting Power of the Board shall constitute a quorum for such meeting.

Section 10. Voting Power. Except as otherwise provided in the Founding Documents, or by law, vote of a majority of the Voting Power of the Board on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, shall be sufficient to determine that matter. If at any time there is a dead-lock in voting among the Board, then the Board shall vote on the issue one or two more times, as the case may be, until the dead-lock is broken. If after the third time of voting the dead-lock in not broken, than the issue shall be submitted to a vote (at a duly-called meeting or by written consent) of the Owners of

25% of all PUD Units and Lots.

Section 11. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting, may be taken without a meeting with the approval of, and in writing or writings, signed by trustees having the percentage of Voting Power of the Board required to take such action if the same were taken at a meeting.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Founding Documents, that are not specifically and exclusively reserved to Members, pursuant to the Founding Documents, without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- A. Take all actions deemed necessary or desirable to comply with all requirements of law, and the Founding Documents;
- B. Obtain insurance coverage as determined by the Board, and not less than required by the Declaration;
- C. Enforce the easements, covenants, conditions and restrictions set forth in the Declaration;
- D. Repair, maintain and improve the Common Area and Facilities;
- E. Establish, enforce, levy and collect Assessments as provided in the Declaration;
- F. Adopt and publish rules and regulations governing the use of the Common Area and Facilities and the personal conduct of Members, Owners, occupants and their guests thereon, and establish penalties for the infraction thereof;
- G. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for each infraction of published rules and regulations or any provisions of the Founding Documents);
- H. Authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the Common Area and Facilities; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and



disbursement of funds as may be authorized by the Board) the terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Founding Documents;

- I. Do all things and take all actions permitted to be taken by the Association by law, or the Founding Documents, not specifically reserved thereby to others.

Section 13. Duties. It shall be the duty of the Board to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting of members, or any special meeting when such statement is requested in writing by any Member;
- B. Supervise all officers, agents, and employees of the Association and see that their duties are properly performed;
- C. As more fully provided in the Declaration, to:
  - 1. fix the amount of Assessments against each Member;
  - 2. give written notice of each Assessment to every Member subject thereto within the time limits set forth therein; and
  - 3. bring an action at law against the Member obligated to pay the same;
- D. Issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether any Assessment has been paid;
- E. Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- F. Cause all officers or employees handling Association funds to be bonded;
- G. Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- H. Cause the easements, covenants, conditions and restrictions created by the Declaration to be enforced; and

- I. Take all other actions required to comply with all requirements of law and the Founding Documents.

Section 14. Fidelity Bonds. The Board will require that all officers and employees of the Association responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

Section 15. Delegation of Authority and Duties. The Board is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

## ARTICLE V OFFICERS

Section 1. Enumeration of Officers. The officers of the Association shall be a president, a secretary, a treasurer and such other officers as the Board, from time to time, determines. All officers shall be members of the Board. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other 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 4. 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 the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may, from time to time, determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- A. President. The president shall preside at all meetings of the Board and the Association and shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

- B. Vice President. The vice president shall perform the duties of the president whenever the president is unable to act, and shall have such other authority and perform such other duties as may be determined by the Board.
- C. Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the names of Members together with their addresses, and shall act in the place and stead of the vice president, in the event of the vice president's absence or refusal to act.
- D. Treasurer. The treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Members at annual meetings, and the delivery or mailing of a copy of each to the Members.
- E. Other Officers. The assistant secretaries and assistant treasurers, if any, and all other officers whom the Board may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board.
- F. Delegation of Authority and Duties. The Board is authorized to delegate the authority and duties of any officer to any other officer, to a managing agent, or to a management company, or to any one or more of them, and generally to control the action of the officers and managing agent or management company and to require the performance of duties in addition to those mentioned herein. The execution of a management agreement with a managing agent or management company which authorizes or requires the managing agent or management company to perform certain duties, shall be deemed to be a delegation and authorization to such managing agent or management company of such duties and of all power and authority necessary to carry out such duties.

ARTICLE VI  
COMMITTEES

The Board shall appoint such committees as it deems appropriate in carrying out its purposes.

ARTICLE VII  
FINANCES OF ASSOCIATION

Section 1. Preparation of Estimated Budget. The Assessments provided for herein shall commence on the first day of the month designated by the Board as a commencement date. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year, and such Assessment shall thereafter be on a full calendar-year basis. Thereafter, each year on or before December 1st, the Board shall estimate the total amount necessary to pay all the Common Expenses for the next calendar year together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Member in *writing* as to the amount of such estimate, with a reasonable itemization thereof. The "estimated cash requirement" shall be assessed to the Members, but not to the Declarant according to the provisions of the Declaration. On or before January 1st of the ensuing year, and on the first day of each month thereafter, each Member shall be obligated to pay to the Association as it may direct one-twelfth (1/12) of the Assessment made pursuant to this section. On or before the date of each annual meeting, the Association shall supply to all Members an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to each Member pursuant to the apportionment set forth in the Declaration, to the next monthly installments due from the Members under the current year's estimate, until exhausted, and any net shortage shall be equally added to each Member's installment due in the succeeding year after rendering the accounting.

Section 2. Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extra-ordinary expenditures not originally included in the annual estimate of Assessments which may be necessary for the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Member's Assessment, such extraordinary expenditures shall be assessed to the Members according to the apportionment set forth in the Declaration. The Association shall serve notice of such further Assessment on all Members by a statement in writing giving the amount and reasons therefor, and such further Assessment shall be payable with the next regular payment humming due to the Association not less than ten days after the delivery or mailing of such notice of further Assessment. All Members shall be obligated to pay the adjusted monthly amount.

Section 3. Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or deliver to the Members the annual or adjusted estimate of Assessments shall not constitute a waiver or release in any manner of such Member's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined and in the absence of any annual estimate or adjusted estimate of Assessments, the Member shall continue to pay the monthly Assessment at the existing monthly rate established for the previous period until the Assessment payment which is due more than ten days after such new annual or adjusted estimate shall have been mail or delivered.

Section 4. Status of Funds Collected By Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special Assessments as may be levied hereunder against less than all of the Members, and for such adjustments as may be required to reflect delinquent or prepaid Assessments) shall be deemed to be held for the use, benefit and account of all the Members in the proportion as set forth in the Declaration.

Section 5. Annual Audit. The books of the Association shall be reviewed once a year by the Board and such review shall be completed prior to each annual meeting. Such review shall be by a certified public accountant. If the holder, insurer or guarantor of any first mortgage that is secured by the Common Area and Facilities, or by vote of a majority of the voting Power of the Board, the Board shall cause the preparation and furnishings to those requesting of an audited financial statement o the Association of the preceding fiscal year, provided that no such statement need be furnished earlier than 90 days following the end of such fiscal year.

#### ARTICLE VIII BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association for inspection by Members. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Members and Owners current copies of the Founding Documents and the rules and regulations governing the operation of the Association.

#### ARTICLE IX FISCAL YEAR

Unless otherwise changed by the Board, 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 day of incorporation of the Association.



ARTICLE X  
NOTICE AND HEARING PROCEDURE

Section 1. Suspension or Privileges. In the event of any alleged violation of the Declaration, these Bylaws or the rules and regulations of the Association, and after written notice of such alleged failure is delivered (in the manner prescribed in the Declaration) to the Member or any agent of the Member (respondent) alleged to be in default, the Board shall have the right, after affording the respondent an opportunity for an appropriate hearing as hereinafter provided, and upon an affirmative vote of a majority of the disinterested Board members, to take any one or more of the following actions: (1) levy special Assessments as provided in the Declaration; (2) suspend or condition the right of said Member, and the Owners who are members of the applicable Member association to use any Common Area and Facilities owned, operated or maintained by the Association; or (3) suspend said Member's voting privileges, and the voting privileges of the Board Members representing that Member. The phrase "disinterested Board member" shall mean the Members of the Board that have not been elected by the Member association which is in violation of the Declaration, Bylaws or rules and regulations. Any such suspension shall be for a period of not more than 30 days for any non-continuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) may be imposed for so long as the violation continues. No action against a Member arising from the alleged violation shall take effect prior to the expiration of (a) 15 days after the Member's receipt of the complaint pursuant to section 2 of this Article, and (b) five days after the hearing required herein. The failure of the Board to enforce the rules and regulations of the Association, these Bylaws or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws shall be cumulative and none shall be exclusive. However, any Member must exhaust all available internal remedies of the Association prescribed by the Declaration and these Bylaws, or by the rules and regulations of the Association, before that Member may resort to a court of law for relief with respect to any alleged violation of the Declaration, these Bylaws, or the rules and regulations of the Association by another Member, provided that the foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board or to any Member where the complaint alleges non-payment of Assessments.

Section 2. Written Complaint. A hearing to determine whether a right or privilege of the respondent under the Declaration or these Bylaws should be suspended or conditioned, or whether a special Assessment should be levied, shall be initiated by the filing of a written complaint by any Member or any officer or member of the Board with the president of the Association or other presiding member of the Board. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, and a reference to the specific provisions of the Declaration,



these Bylaws or the rules and regulations of the Association which the respondent is alleged to have violated. A copy of the complaint shall be delivered to the respondent in accordance with the notice procedures set forth in the Declaration, together with a statement which shall be substantially in the following form:

"Unless a written request for a hearing signed by or on behalf of the Member named as respondent in the accompanying complaint is delivered or mailed to the Board within 15 days after the complaint was delivered to you, the trustees may proceed upon the complaint without a hearing, and you will have thus waived your right to a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled "Notice of Defense" to the trustees at the following address:

You may, but need not be represented by counsel at any or all stages of these proceedings. If you desire the names and addresses of witnesses or an opportunity to inspect any relevant writings or items on file in connection with this matter in the possession, custody, or control of the Board, you may contact \_\_\_\_\_

The respondent shall be entitled to a hearing on the merits of the matter if the notice of defense is timely filed with the Board. The respondent may file a separate statement by way of mitigation, even if respondent does not file a notice of defense.

Section 3. Notice of Hearing. If the notice of defense is timely filed, the Board shall deliver in the manner prescribed by the notice procedures set forth in the Declaration, a notice of hearing on all parties at least ten days prior to the hearing, if such hearing is requested by 30 days, but not later than 90 days after the complaint is mailed or delivered to the respondent as provided in Section 2 of this Article. The notice to the respondent shall be substantially in the following form but may include other information:

'You are hereby notified that a hearing will be held before the Board of trustees of the Kingsbury Recreation Association, Inc. at

on the \_\_\_\_\_ day of \_\_\_\_\_ » upon the charges made in the complaint served upon you. You may be present at the hearing, may but need not be, represented by counsel, may present any relevant evidence, and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to request the attendance of witnesses and the production of books, documents or other items by

applying to the Board of Trustees of the Association."

Section 4. Hearing. If the notice of defense is timely filed, the hearing shall be held before the Board in executive session on the date specified in the notice of hearing delivered to the respondent. If the notice of defense is not timely filed, the respondent's right to a hearing shall be deemed waived and the Board, in executive session, may proceed upon the complaint without a hearing. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the notice, together with a statement of the date and manner of delivery entered by the officer or trustee or other person who mailed or delivered such notice. The notice requirement shall be deemed satisfied if the respondent appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

## ARTICLE XI GENERAL PROVISIONS.

Section 1. Conflict of Interest. A Trustee or officer of the Association shall not be disqualified by his office from dealing or contracting with the Association as a vendor, purchaser, employee, agent, or otherwise. No transaction or contract or act of the Association shall be void or voidable if made by any firm of which any Trustee or officer is a member or any corporation of which any officer or Trustee is a shareholder, director, or trustee, or any trust of which any Trustee or officer of the Association is a trustee or beneficiary is in any way interested *in* such transaction or contract or act. No Trustee or officer shall be accountable or responsible to the Association for or in respect to any transaction or contract or act of the Association or for any gains or profits directly or indirectly realized by him by reason of the fact that he or any firm of which he is a member or any corporation of which he is a shareholder, director, or trustee, or any trust of which he is a trustee or beneficiary, is interested in such transaction or contract or act, provided the fact that such Trustee or officer or such firm or such corporation or such trust is so interested shall have been disclosed or shall have been known to the Board or such members thereof as shall be present at any meeting of the Board at which action upon such contract or transaction or act shall have been taken. Any Trustee may be counted in determining the existence of a quorum at any meeting of the Board which shall authorize or take action in respect to any such contract or transaction or act, and may vote thereat to authorize, ratify, or approve any such contract or transaction or act, and any officer of the Association may take any action within the scope of his authority respecting such contract or transaction or act, with like force and effect as if he or any firm of which he is a member, or any corporation of which he is a shareholder, director, or trustee, or any trust of which he is a trustee or beneficiary were not interested in such transaction or contract or act. Without limiting or qualifying the foregoing, if hi any judicial or other inquiry, suit, cause or proceeding, the question of whether a Trustee or officer of the Association has acted in good faith is material, and

notwithstanding any statute or rule of law or of equity to the contrary (if any there be), his good faith shall be presumed, in the absence of proof to the contrary by clear and convincing evidence.

Section 2. Indemnification. Except as otherwise provided herein, every person who is or has been a Trustee or officer of the Association and his heirs and legal representatives is hereby indemnified by the Association against expense and liabilities actually and necessarily incurred by him in connection with the defense of either (i) any action, suit or proceeding to which he may be a party defendant, or (ii) any claim of liability asserted against him, by reason of his being or having been a trustee or officer of the Association. Without limitation, the term "expenses" includes any amount paid or agreed to be paid in satisfaction of a judgment or in settlement of a judgment or claim of liability other than any amount paid or agreed to be paid by the Association itself. The Association does not, however, indemnify any trustee or officer in respect to any matter as to which he shall be finally adjudged liable for gross negligence or malicious misconduct in the performance of his duties as such Trustee or officer, nor in the case of a settlement, unless such settlement shall be found to be in the interest of the Association by (i) the court having jurisdiction of the action, suit or proceeding against such Trustee or officer or of a suit involving his right to indemnification or (ii) a majority of the Trustees of the Association then in office other than those involved in such matter (whether or not such majority constitutes a quorum), or if there are not Trustees who are not involved in the matter, then by disinterested Association Members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer, and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law or under the Declaration, any vote of Association members or any agreement.

## ARTICLE XII AMENDMENTS

Any modification or amendment of these Bylaws shall be made by the approval as provided in Section 16 of Article VIII of the Declaration, provided that no amendment shall be in conflict with the Declaration or the interest of the Declarant, and provided, further, that no amendment shall be effective to impair or dilute any rights of the Declarant, and the right of Members that are governed by the Declaration, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the recorder of Summit County, Ohio.

IN TESTIMONY WHEREOF, the undersigned, the incorporator of the Association, has caused these Bylaws to be duly adopted on or as of the 8<sup>th</sup> day of April, 1997.

KINGSBURY TRACE DEVELOPMENT  
COMPANY^LTD.



By:

Darrel L/Seibert, Trustee of the Darrel L.  
Seibert Living Trust U/A Dated May  
24,1991, Member

By:



**Darrel L. Seibert II, Member**

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