

**SECOND AMENDMENT TO AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE RIVER'S EDGE HOME OWNER'S ASSOCIATION INCORPORATED AND AMENDED
BY-LAWS OF RIVER'S EDGE HOME OWNERS ASSOCIATION INCORPORATED**

WHEREAS, there exists in Clark County, Indiana (Campground Lots 1 through 122) situated along the banks of the Ohio River and shown in Auditor's Plat Book #3. Page 5, as Survey Drawing 243 (River's Edge Unrecorded Subdivision Survey 57) in the plat records of the office of the Auditor of Clark County, Indiana (the "Community"). The term "Community", as used throughout this Second Amendment, shall not include or be deemed to include any reference to Lots 200(A) through 213(A) and 200 through 236 of the River's Edge Private Subdivision, and shown in Miscellaneous Record 25-624 & 625 of the Recorder's Office of Clark County and in the Auditor's Plat Book #3, Pages 85, 86, and 87 as Survey Drawing 930 in the plat records of the Auditor of Clark County (the "Private Subdivision").

WHEREAS, River's Edge Home Owner's Association Incorporated (a/k/a The River's Edge Homeowner's Association Incorporated), an Indiana corporation (the "Association") and the River's Edge Community, Inc. (hereinafter "RECI") caused to be filed of record in the Office of the Recorder of Clark County, Indiana, the Amended Declaration of Covenants, Conditions, and Restrictions for the River's Edge Homeowner's Association Inc. and River's Edge Community, Ind., By Its Officers, David Stone and Carolyn Stone (Hereinafter Called "Declarant") for the Community, which also included the amended By-Laws of the Association (the "By-Laws"), filed of record as Instrument No. 200225365 on October 9, 2002 (hereinafter referred to as the "Declaration").

WHEREAS, the Declaration amended, restated, and replaced in their entirety all restrictive covenants pertaining to the Community, including without limitation those Restrictive Covenants filed in Miscellaneous Drawer 25, Instrument Number 2679, Miscellaneous Drawer 26, Instrument Number 4837 and Miscellaneous Drawer 28, Instrument Number 10498 (the "Prior Covenants"), and all By-Laws regulating the Association including without limitation those By-Laws filed in Miscellaneous Drawer 21, as Instrument Number 1809 and those filed with the Prior Covenants. The Declaration had no effect on the Private Subdivision; said Private Subdivision being separately controlled by restrictive covenants filed in Miscellaneous Drawer 25, Instrument Number 625, and Miscellaneous Drawer 28, Instrument Number 10497 in the office of the Recorder of Clark County, Indiana.

WHEREAS, the Declaration and By-Laws were amended by Addendum filed on January 14, 2005 as Instrument Number 200500816 in the Office of the Recorder of Clark County, Indiana.

WHEREAS, the Association desires to further amend the Declaration and the By-Laws to provide for two (2) classes of membership in the Association and provide a method for owning, possessing, managing, and maintaining certain real property as a staging area for by one of the classes of membership of the Association, so as to comply with the Master Agreement of Restrictive Covenants for Flood Management Regarding the River's Edge, recorded on March 18, 2002 as Instrument Number 200207316 in the Office of the Recorder of Clark County, Indiana (the "Flood Management Agreement").

NOW, THEREFORE, the undersigned being a majority of Members of the Association in attendance at a special meeting of the Association held on the 27th day of December, 2006, hereby amends the Declaration and By-Laws of the Association as authorized by Article XI, Section 3 of said Declaration and Article XII, Section 1 of the By-Laws, as follows:

I AMENDMENTS TO THE DECLARATION.

1. DEFINITIONS.

- A. Article I of the Declaration shall be and is hereby amended by deleting Section 13 in its entirety and replacing said section with the following language:

"Section 13: "Assessment" shall mean: (i) the assessment for both the Class "A" Members and Class "B" Members as further set forth in this Declaration, as amended, which shall be a proportionate share of funds required for payment of capital improvements, operating costs, and common expenses associated with the Properties which the Association is responsible for maintaining and shared by all Members of the Association regardless of the class of membership; which from time to time is levied against each Lot Owner by the Association (the "Operating

Assessment”); and (ii) the share of funds required from the Class “B” Members only, as further set forth in this Declaration, as amended, for the purchase, maintenance, and other ongoing costs and expenses particular to the Staging Area (the “Staging Area Assessment”).”

- B. Article I of the Declaration shall be and is hereby amended by adding the following paragraph at the end of said Article as an additional definition:

“Section 15. “Staging Area” shall mean that certain real property conveyed to the Association, as grantee, from River’s Edge Community, Inc., as grantors, by virtue of Corporate warranty deed dated the 8th day of March, 2007 and recorded in the Office of the Recorder of Clark County, Indiana as Instrument Number 20070522D respectively, and which said property shall be used for the purpose of providing the Class B Members of the Association with an area upon which to relocate mobile home units during flood evacuation pursuant the Flood Management Agreement.”

2. CLASSES OF MEMBERSHIP. Article II, Section 1 of the Declaration shall be and is hereby amended by deleting Section 1 in its entirety and replacing it with the following language:

“Section 1. Membership. Every Owner of a Lot in the Community shall be a member (“Member”) of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot. However, there shall be two (2) classes of membership, as follows:

Class “A” Members. Every Person who is an Owner of a Lot and who has not contributed toward the purchase of the Staging Area shall be a Class “A” Member of the Association.

Class “B” Members. Every Person who is an Owner of a Lot and who has contributed toward the purchase of the Staging Area shall be a Class “B” Member of the Association. **Schedule 1**, attached hereto and incorporated herein by reference, contains the list of current Owners of Lots, which are Class “B” Members of the Association and have an ownership interest in the Staging Area.

In addition to the rights, benefits, and obligations of being a member of the Association, Class “B” Members shall also have an exclusive proportionate beneficial interest in the Staging Area, as further set forth below.

While the Association owns the Staging Area, the Association shall be deemed to hold title to the Staging Area in trust for the benefit of the Class “B” Members only. The beneficial interest in and to the Staging Area for the Class “B” Members is directly proportional to the number of Class “B” Members of the Association. Thus, since there are thirty-one (31) Class “B” Members of the Association, each Class “B” Member shall have a 1/31 beneficial interest in the Staging Area. The proportionate beneficial interest of each Class “B” Member shall be appurtenant to the Lot owned by such Class “B” Member. The conveyance or other transfer of the fee simple interest in any Lot owned by a Class “B” Member shall also convey or transfer the beneficial interest of the Class “B” Member to the Staging Area.

Class “A” Members and Class “B” Members shall be levied and shall pay an Assessment to the Association according to the type of membership of the Member in the Association as set forth in this Declaration, as amended. Class “A” Members shall have no rights or privileges, and no duties, obligations, or liabilities, in regards to the access, use, enjoyment, and maintenance of the Staging Area owned and maintained by the Class “B” Members. Rather, the Class “B” Members shall have the exclusive right to possess, manage, control, and maintain the Staging Area. While the directors of the Association shall manage the Staging Area on behalf of the Association and shall have the right to determine and charge the Staging Area Assessments, all Staging Area Assessments shall be held by the Association for the benefit of the Class “B” Members and the Staging Area. Only Class “B” Members shall be entitled to (i) vote upon any matter regarding the Staging Area and (ii) any income, revenue, or proceeds resulting from or associated with the Staging Area. Except for the sale of all or any part of the Staging Area, any action with respect to the ownership or leasing of the Staging Area

must be consented to by a Majority of the Class "B" Members (rather than a majority of any quorum).

Notwithstanding anything to the contrary contained herein or in the deed to the Staging Area, so long as the any federal, state or local governmental authority having jurisdiction over the Community requires that the Association maintain a staging area, neither the Class "B" Members nor the Association shall have any authority to sell the entire Staging Area of the Association and the Class "B" Members shall be and remain obligated to hold so much of the Staging Area as is necessary to comply with the applicable federal, state or local requirements.

Other than with respect to the Staging Area, all Members shall have the same rights, privileges, duties, liabilities, limitations and restrictions as the other Members of the Corporation. All Members shall abide by the Articles, the By-Laws, the rules and regulations and all covenants, restrictions and other provisions contained in the Declaration. All Members shall be entitled to one (1) vote for each Lot owned, provided, however, each Lot represented shall have only one (1) vote as the Owners of such Lot may determine in accordance with the By-Laws."

3. HOMEOWNER ASSOCIATION MEMBERSHIP ASSESSMENT.

- A. Article V, Section 2 of the Declaration shall be and is hereby amended by adding the following language at the end of the paragraph for said article and section:

"Furthermore, the Staging Area Assessment shall be used solely for the purchase, maintenance, and management of the Staging Area.

- B. Article V, Section 3 of the Declaration shall be and is hereby amended by adding the following language at the end of the Paragraph:

"The Staging Area Assessment shall be used exclusively for the maintenance, upkeep, insurance, tax assessments, and other costs and expenses associated with the staging area."

- C. Article V, Section 6 of the Declaration shall be and is hereby amended by deleting the first two sentences of said Article and Section and replacing it with the following language:

"Both annual and special assessments must be fixed at a uniform rate for all Lots according to each respective class of membership for the Owner of the Lot. Operating Assessments shall be based on road frontage footage and will be assessed on an annual basis. Staging Area Assessments shall be based on the respective pro-rata beneficial interest in the Staging Area."

4. LOT MAINTENANCE REQUIREMENTS. Article VII, Section 1 of the Declaration shall be and is hereby amended by adding the following language at the end of said section:

"O. The Staging Area shall not be used for temporary or long-term storage of any kind by anyone, except for the temporary storage of mobile homes of Class "B" Members upon an evacuation order issued by Clark County Commissioners indicating that flooding of the Properties is imminent, said evacuation order being issued pursuant to the Flood Management Agreement."

II. AMENDMENTS TO BY-LAWS.

1. VOTING. Article II, Section 2 of the By-Laws shall be and is hereby amended by adding the following language at the end of said section:

"Regardless of any other provision to the contrary, Class "A" Members shall be explicitly prohibited from voting, participating in discussion, or otherwise attempting to manipulate or participate in the control, possession, ownership, maintenance, upkeep, and use of the Staging Area and the Staging Area Assessment associated therewith."

2. OTHER DUTIES. Article IV, Section 5 of the By-Laws shall be and is hereby amended by adding the following language at the end of said section:

“l. Ensure that the Staging Area is properly maintained, and used only for the purposes explicitly set forth in the Declaration and the By-Laws, as amended.

m. Ensure that the list of Class “B” Members of the Association is kept current.”

III. MISCELLANEOUS.

1. Attached hereto as **Schedule 2** is the certification by the Secretary of the Association of the Minutes to the Special Meeting held on the 27th day of December, 2006, whereby a majority of Members in attendance at such meeting approved the amendments to the Declaration and the By-Laws hereunder.
2. Notwithstanding anything to the contrary, nothing contained herein or in the Declaration shall be deemed to effect, address or otherwise control Lots 200 through 236 of the “Private Subdivision”.
3. All capitalized terms not otherwise defined in this Second Amendment shall have the meaning set forth in the Declaration and the By-Laws for the Association and reference is specifically made to Article I of the Declaration containing definitions of terms.
4. The terms and conditions of the Declaration and the By-Laws shall remain in full force and effect, except as expressly modified herein. To the extent there are any irreconcilable conflicts between the terms and the Declaration or the By-Laws with this Second Amendment, the terms of this Second Amendment shall control.

IN WITNESS WHEREOF, the Rivers Edge Home Owners Association Incorporated (a/k/a River’s Edge Homeowner’s Association, Inc.), an Indiana non-profit corporation, pursuant to the majority vote of its Members at a special meeting duly noticed and convened under Article 2, Sections 5 and 9 of the Declaration, and the By-Laws of said Association, has caused this document to be executed for and on its behalf by its President this 13th day of February, 2007.

RIVERS EDGE HOME OWNERS ASSOCIATION
INCORPORATED (A/K/A RIVER’S EDGE HOMEOWNERS
ASSOCIATION, INC.), an Indiana non-profit corporation

By: Gary Fields, President

SCHEDULE 2

RIVER'S EDGE HOMEOWNER'S ASSOCIATION, INC. SPECIAL MEETING DECEMBER 27, 2006

President, Gary Fields at the Charlestown Community Center, called meeting to order at 7:10 p.m. Gary requested everyone to please stand for the allegiance to the flag.

See attached Sign-in Sheet for members present. 26 members present out of 68.

This "Special Meeting" was called because the agreement of terminology and covenants had been reached with David and Carolyn Stone and our attorney Alan Applegate and the membership needed to vote on the changes of our Declaration of Covenants and By-Laws. This vote on these issues would allow for the purchase of the staging area for the mobile home owners. Copies of the proposed "Second Amendment to Amended Declaration of Covenants, Conditions, and Restrictions for the River's Edge Homeowner's Association, Inc. and Amended By-Laws of River's Edge Homeowner's Association, Inc." and copies of the "Amendment to Declaration of Covenants, Conditions, and Restrictions for River's Edge" were mailed out to all members to review before this meeting. Copies attached.

President's Opening Statement:

Gary Fields thanked everyone for coming and dispensed the reading of the minutes from the last "Special" meeting held and the treasurer's report. Gary stated attorney, Alan Applegate would explain any questions members have.

A question was asked about assessments on the staging area property. Alan explained he tried to modify the restrictions that affected this property, and all of the properties, and create a "second class" of ownership of the association so this property could be purchased.

Concerning assessments, he tried to match the type of language and add to it the maintenance of these particular lots. To the extent of the current restrictions, it requires the owner of Lot #236 to pay an annual assessment. Once the association acquires this property, Lot #236 will not pay the association the assessment because the association will own this property. It can't assess itself an assessment. But, Alan was made aware that no assessments were payable on Lot #236 because it was owned by Petroblend, Inc. So, the status quo will not change after the execution of this document.

Gary reported that after membership had met in August 2006, we had hoped to have everything wrapped up and back to membership in October. But in October, Bob Mueller reported to the Board there was another set of covenants for the properties on Stoneview Drive and that Lot #236 was in this group and #237 wasn't. In these restrictions it states that you could not put anything but a residential building on Lot #236.

At that time we realized we needed to contact Alan Applegate to get this changed so that property could be purchased. We didn't want to purchase this property and find out that a mobile home could not be moved on that property in case of a flood because we were in violation of the covenants. Alan was contacted to get this changed. It took longer than we thought. We did not get the finished product back. Brad Simpson called Gary Fields on November 17th stating he had the completed documents. Thanksgiving was coming up.

A board meeting was called for December 3rd, but delayed until December 6th to review the documents with Alan Applegate. Gary apologized for having to call this meeting during the holidays, but it was decided tonight was the best night to have this meeting.

Gary reported that Carolyn reported through e-mail that she would not be at this meeting, but she felt comfortable with everything that read in this set of covenants and that we could present it to membership to vote on.

Alan asked if there was a property lease in place right now for mobile homes to be put in case of flood conditions. Gary reported the association does have a lease until June 1, 2007.

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Brad Simpson reported that Carolyn Stone stated we would have use of the proposed purchased property in case of flood conditions until the contract was completed.

Gary asked if there were any other questions.

Alan Applegate's issues were how to get the property conveyed over, and Carolyn sent him an e-mail that she was going to record some deeds from Petroblend, Inc. into River's Edge Community, Inc. and when she got that done she would let him know. Once that was verified that was of record, we could transfer the deed conveyance. There would be a deed, a second amendment to the restrictions, and the amendment of the restrictions on the property on Stoneview Drive to allow the mobile homes to be parked on the property.

Gary requested Alan to explain what happened in our August meeting of some of the By-Law changes that created the scurry of inquiries. Alan stated he had made changes to our restrictions that made Carolyn mad because they were not perceived to be dealing with the acquisition of this property. Alan admitted he did make changes that did not necessarily deal with the acquisition of the property that did not make things go smoother. There was a period with no communication. Brad Simpson got everybody talking again. Carolyn had substantial changes to the documents; some of which Alan agreed with and some he didn't and the majority are incorporated in the current documents and agreed upon.

Alan stated the primary thing that Carolyn wanted to indicate in these documents is that there is a set of restrictions on the homes on Stoneview Drive and a set of restrictions on the riverfront properties and Alan treated them all as one. Rather than go through and fight over the legal effect of those documents, we treated both restrictions as being amended. There's one document called the "Second Amendment" (river lots) and one document called the "Amendments" (the hill lots, Stoneview Drive). Hopefully, this clarifies some of the confusion. Carolyn's goal was to make sure that within those documents that confusion was cleared up.

Bob Mueller stated that where we end up now, according to his understanding, is that the documents that existed pre this meeting are in tact except for the changes that are made tonight. Alan agreed. Alan stated there would be two sets of restrictions and they're merely modified on Stoneview Drive saying that mobile homes could be parked on those lots in the event of emergency and the homeowners could not restrict the mobile homes from parking there in that event; and secondly, there are two classes of association members.

There are the contributors to the two lots and the non-contributors. Ultimately, this second amendment will need to be completed to have the names and those contributors and that will be the Class B members.

There was a question if there would be any additional assessment fees, over and above the initial \$3,000 paid by each mobile home owner, for attorney fees. Gary Fields stated we have not been able to sit down and talk with the attorney, Alan. Originally, all the attorney fees were going to come out of the \$3,000 each owner paid. Hopefully, that is where it's going to come from, but he did not know. Because of all the language changes in our restrictions and negotiations, what we thought was going to be an easy transaction has been a lengthy one. If there is an additional assessment, it will have to be brought back to membership.

Alan Applegate stated an original quote on attorney fees was given, but he has well exceeded that. Alan stated it has been a nightmare from his standpoint. There are five sets of restrictions that cover these properties and he had to go through them. He probably has \$5,000 in fees. He does not expect to be paid tomorrow or at closing, but he does expect to be paid and he would be happy to work with us on it for an extended period of time.

A member asked how soon it would be before the closing. Is it going to be this week or six more months? Gary Fields reported that after tonight's vote, and it is accepted, and as soon as Carolyn gets us the documents that say the titles have been changed, we are ready to close. Hopefully, it will be done by the end of January. It will not be held up at our point. The ball is back to Carolyn. Carolyn assured Brad Simpson that she would get this taken care of and close by mail.

Alan requested that first the Board needs to provide the "Exhibit" of all the contributors so the Class B members will be shown and their lot numbers; and secondly, Carolyn provide copy of deed she is putting on record and Alan would prepare a deed from that company to the association. Then thirdly, a document stating where the dollars and cents go and corporate resolutions from Carolyn's company showing that the corporation does in fact exist and she has the authority to sign the document.

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A member asked if the restriction on using the driveway easement on the property had been cleared up. Gary stated it was still verbal. This is the easement to which the conveyance is subject to the neighbor's driveway. The member was concerned that since it was just a verbal agreement, the Stone's could stop the use of the easement to get onto the purchased property at anytime and did not want to buy this property if cannot get to the property.

Another member stated that Carolyn Stone was on record stating that as long as she owned the property with the easement, the mobile home owners could use the easement to get onto the staging area property in case of flood conditions.

Alan Applegate stated that the property has road frontage. The owner of the property is entitled to use the easement for their own purposes so long as it does not interfere with the person who has the easement or destroy the easement. You have the right to go across the driveway and use it as long as you do not block it or damage the easement.

A member questioned if the monies for the legal fees for the purchase of this property was coming out of the association treasury or the \$90,000 that property owners paid to purchase this property. Gary Fields stated the legal fees would be coming out of the \$90,000.

Gary Fields reported that some people were under the assumption that certain properties are above flood stage and some not above flood stage. Mike Jacobs contacted Tony Semones, Building Commissioner, to find out the classes of flood zones. Tony advised that properties along the riverfront are in a Class "C" flood zone. This means it has a one percent chance of flooding within any given time of a 12-month period. Anything that is in a Class "B" or a Class "A" can be used for a staging area. The County would like to see us in a Class "A" but not required. We don't have to be above a certain elevation; we just have to be in a Class "B" or "A" flood zone for a staging area. Gary reported that properties on the other side of Stoneview Drive are in a Class "A" zone. Part of the soybean field is in a "B" zone. You have to be out of the "C" zone in flood conditions.

Gary Fields asked if there was a motion on the Second Amendment to Amended Declaration of Covenants, Conditions, and Restrictions for the River's Edge Homeowner's Association, Inc. and Amended By-Laws of River's Edge Homeowner's Association Inc. Alan Applegate stated this is the riverfront lots and the restrictions that govern them and is designed to create two classes of homeowner's association members, Class A and Class B. Class B is those parties who contributed towards the purchase of the staging area.

Bob Farris made a motion to accept the Second Amendment. Tim Summers second the motion. No further discussion. Gary called for the vote. Ayes have it. No opposing. Motion carried unanimously.

Alan Applegate stated there is another document needed to be discussed which concerns the properties on Stoneview Drive. This is the first Amendment to Declaration of Covenants, Conditions, and Restrictions for River's Edge. This talks about the two classes of membership, Class "A" and Class "B", which Carolyn Stone requested be put in. The second primary goal of this amendment is to state that the temporary staging of mobile homes on Lot #236 and the unplatted Lot #237 are not a violation of restrictions governing Lot #236.

Discussion held. Gary asked if there was a motion to accept the Amendment. Robin Roberts made a motion to accept the Amendment. Peggy Brown seconds the motion. Further discussion held.

A member asked if the Stones were going to be able to put their equipment or anything else on this purchased property. Gary Fields replied that they could not. This is a staging area only. Only the Class "B" members can use it to store mobile homes in case of flood evacuation.

A member asked if the property could be used to store the outdoor sheds. Gary Fields replied that only the Class "B" members would be able to store their sheds on the property. The Class "A" members cannot put their sheds on the property. We will have to make other arrangements for the Class "A" members for the storage of their sheds. A member asked if this was stated in the amendment. Alan Applegate stated that it does not. It says first these properties are still subject to the restrictions that these are amending and those have certain rules on what can or cannot be there; and secondly, the original purchase agreement that the Stones and the Association negotiated had certain restrictions that were going to be set forth in the actual deed to the

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Association. That is neither of these two amended documents being voted on tonight. It's in the deed restrictions statement.

There was heavy discussion on whether sheds could be stored on the staging area property or not. Bob Mueller stated he did not think sheds could be stored because the proposed Amendment under No. 3. "Use Restrictions" states "The staging area shall not be used for temporary or long-term storage of any kind by anyone, except for the temporary storage of mobile homes upon an evacuation order issued by Clark County Commissioners indicating that flooding of the Properties is imminent".

A member inquired about the deed restrictions. Alan stated the deed restrictions that are in the purchase agreement first states that property cannot be used as a temporary or a long-term storage area by anyone other than for the reason listed below in No. 3 of this agreement which is the third private restriction. Mobile homes can be placed temporarily on property when an evacuation order is received from Clark County officials stating flooding is imminent. So, that is a private restriction and it's just mobile homes, not sheds.

It was stated that the sheds could be put on the road. The first priority is the mobile homes.

Alan Applegate read other deed restrictions. Copy attached. (Need to get copy from Alan.)

No further discussion. Gary Fields asked members for vote on motion. Ayes have it. No opposing. Motion carried unanimously.

Gary thanked Alan. Gary asked for a round of applause for Brad Simpson because he has spent a lot of time and stress on this project.

Gary announced that Carolyn Stone has made comment that they may not be cutting grass next year. He wanted to put us on notice that we might be looking for a grass cutter.

Peggy Brown stated it was reported that the contract should be closed by the end of January. She asked what will happen if Carolyn Stone backs out of this contract again. Gary stated we do still have a property lease to June of 2007 and another member stated we will use Stoneview Drive if we have to.

Brad Simpson asked if we needed to establish a governing body of the Class "B" members to make decisions concerning the staging area property. Discussion was held. It was suggested we wait to discuss further at our annual membership meeting in June 2007.

Gary thanked Alan Applegate again.

Gary Fields announced that there is action going against Rivers Edge Utility by the Indiana Utility Regulatory Commissions. There will be a hearing in Indianapolis on Tuesday, March 13, 2007 at 10:00 a.m. at 100 Senate Street on the first floor. It appears that they do not have a current permit to operate as a sewer facility. If anyone wants to know what is happening, you might want to contact the IURC and Gary has the phone number. The current sewer system will be addressed and what action will be taken. Gary announced this for record to make membership aware of this action.

Gary asked if there was a motion for adjournment. Mike Callis made a motion to adjourn the meeting. Robin Roberts second the motion. Motion carried. Meeting was adjourned at 8:05 p.m.

Respectfully submitted,

Linda Fugit
Recording Secretary