

**RESOLUTION OF THE BOARD OF DIRECTORS
MICHIGAN MASTER GARDENER ASSOCIATION, INC.
TO RECOMMEND ACCEPTANCE OF THE BYLAWS**

The Michigan Master Gardener Association, Inc. is being formed as a volunteer organization to provide legal structure and an umbrella association to support Master Gardener volunteers in Michigan.

The Board of Directors of the Michigan Master Gardener Association, Inc., has drafted a proposed set of bylaws for the Corporation, and the current duly elected officers wish to accept these bylaws.

RESOLVED that the Board of Directors hereby adopt the following as the bylaws of the Association:

B Y L A W S
O F
M I C H I G A N M A S T E R G A R D E N E R
A S S O C I A T I O N , I N C .

A R T I C L E I N A M E A N D O F F I C E S

- 1.1 Name.** The name of the Corporation is Michigan Master Gardeners Association, Inc. (“Association”)
- 1.2 Principal Office.** The principal office of the Association shall be located within the State of Michigan at a place designated by the Board of Directors (“Board”) from time to time and as designated in any applicable filings or registrations with the State of Michigan as required by law.
- 1.3 Registered Office.** The registered office shall be maintained in the State of Michigan, at a place designated by the Board of from time to time and as designated in any applicable filings or registrations with the State of Michigan as required by law.

A R T I C L E I I P U R P O S E

- 2.1 Purpose.** This Association shall be organized exclusively for charitable, religious, educational, and scientific purposes under section 501(c)(3) of the Internal Revenue Code, or any corresponding section of any future federal tax code; specifically to instruct adults and youth in horticulture science, to educate communities about environmentally sound practices through horticulture-based activities, to promote food security, and to improve the aesthetics of the community.
- 2.2 Mission.** The Association shall carry out the following:
- a) Coordinate, encourage, and foster opportunities for Members of the Association to further the goal of educating others through the dissemination of environmentally sound, research-based horticulture information, enhance the beautification of the communities of the Members through volunteering, and related activities;
 - b) Provide appropriate assistance and support, to local chapters and affiliates of the Association;
 - c) Facilitate certification and recertification of members as Master Gardeners in conjunction with the Michigan State University Extension (“MSUE”);
 - d) Coordinate with MSUE in providing educational opportunities in horticulture to Members and the general public; and
 - e) Provide topical communication with Members of the Association.

A R T I C L E I I I M A N A G E M E N T

- 3.01 Basis.** The Association is organized on a Non-Stock, Directorship basis within the meaning of the Michigan Nonprofit Association Act (“MNCA”), as amended.

A R T I C L E I V D I R E C T O R S

- 4.1 Duties.** Subject to the provisions of the MNCA, as amended, the corporate duties of care and loyalty and all corporate powers shall be exercised under the direction of the Board. The Board may delegate the power of management of the day-to-day operation of the Association to Officers, paid or non-paid staff members and/or volunteers, subject only to restrictions imposed by applicable law, regulation, or these bylaws.
- 4.2 Qualifications.** A Director must be a natural person eighteen (18) years of age or older and a resident of the State of Michigan. It is the intent of the Association that the composition of the Board shall represent a diversity of technical skills to enable the Board to make informed, well-balanced decisions.
- 4.3 Initial Board.** The initial Board of the Association (“Initial Board”) shall be appointed by the Incorporator of the Association (“Incorporator”). The initial Board shall establish and elect Directors to the Board, to be consistent with the requirements of Sections 4.04-4.19 of this Article IV.
- 4.4 Number and Election.** The membership of the Board after the Initial Board of the Association shall be not less than seven (7) or more than eleven (11) members. Directors shall be elected at the annual meeting of the Association and each Director shall be elected to serve until the first annual meeting of the members following the expiration of his or her term or until a successor shall have been elected and qualified, or until health, resignation, disqualification or removal from office, whichever sooner occurs. Notwithstanding the above, in the event that there is a vacancy on the Board due to resignation, removal, or otherwise, the Board (even if less than 7) may appoint, by a majority vote of Directors then in office, a new Director to serve the duration of an unfilled term. The resignation of a Director shall be affected by written notice thereof given to any officer of the Association, or to the Secretary of the Association, and shall be effective upon delivery of such written notice or at such other time as is specified in the written notice.
- 4.5 Tenure.** The Initial Board shall serve until its responsibilities specified in Section 4.03 of this Article IV have been fulfilled. Tenure as a member of the Initial Board shall not be considered in application of the determination of tenure pursuant to this Section 4.05. The first Board following the Initial Board shall be elected to staggered terms, with two (2) Directors being elected to one (1) year terms, two (2) Directors being elected to two (2) year terms, and three (3) Directors being elected to three (3) year terms. All subsequent elections, except for those to fill vacancies, shall be for three (3) year terms. No person may serve as a Director for more than

two (2) three (3) year terms without being off the Board for a minimum of one year following the end of the second consecutive term as a Director.

- 4.6 Expectation and Removal.** Members of the Board are expected to support the objectives, goals, and mission of the Association and to actively participate in the functions of the Board including meeting attendance, fundraising, and special projects. Any member of the Board who engages in actions contrary to the interests of the organization may be removed from the Board upon the vote of at least two-thirds (2/3) of all other Directors at a regular meeting or any special meeting called for that purpose. Any director proposed to be removed shall be entitled to at least five (5) days actual notice, in writing, of the meeting at which removal is to be voted on and the reasons for the proposed removal and such Director shall be entitled to appear and be heard at the meeting.
- 4.7 Annual Meeting.** The annual meeting of the Association shall be held during the month of June of each year or at such other time as may be designated by the Board. The annual meeting shall be held at such place as established by the Board. It is the intent that the annual meeting will be scheduled and located, when feasible, in coordination with the dates of the annual MSUE Master Gardener College.
- 4.8 Regular Meetings.** Regular meetings of the Board shall be held at such time and place, either within or without the state of Michigan, as established by the Board. At least four (4) regular meetings shall be held each year.
- 4.9 Special Meetings.** Special meetings of the Board may be called by the President or the Secretary, upon written request of at least one fourth of the voting members of the Board, at a reasonable time and place. Minutes shall be recorded at each special meeting.
- 4.10 Notice.** Notice of any regular or special meeting shall be given at least five (5) days previous thereto by written notice delivered personally or mailed to each member of the Board at the address designated by the Director, or by electronic mail or by other means of communication reasonably expected to provide notice. Any member of the Board may waive notice of any meeting. The attendance of a Board member at any meeting shall constitute a waiver of notice of such meeting, except where a Board member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board needs to be specified in the notice for that meeting, unless otherwise specified in the Articles or these Bylaws.
- 4.11 Meeting by Telephone or Similar Equipment.** A Director may participate in a meeting by conference telephone, electronic communications, or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting under this Section 4.11 constitutes a Director being present at the meeting.

- 4.12 Voting and Quorum.** Each Director shall be entitled to one vote for a Board action. A majority of the Directors then in office constitutes a quorum for the transaction of business at any meeting of the Board unless otherwise provided in these Bylaws. Actions voted on by a majority of Directors present at a meeting as defined in Section 4.11 where a quorum is required shall constitute authorized actions of the Board.
- 4.13 Consent to Corporate Actions.** Any action required or permitted to be taken by authorization of the Board may be taken without a meeting if, before or after the action, all Directors consent to the action in writing. For purposes of this Section 4.13, consent communicated via electronic means such as facsimile, email or pdf format shall constitute written consent. Written consents shall be filed with the minutes of the Board's proceeding.
- 4.14 Presumption of Assent.** A Director shall be deemed to have assented to an action taken by the Board unless he or she makes his or her dissent known during the meeting at which action was taken and his or her dissent is recorded in the minutes of the meeting, or unless the dissenting Director, immediately after the meeting, shall send by mail or electronic communication to the Secretary of the Association, a written dissent against the action. Such written dissent shall be filed with the minutes of the meeting at which the action was taken. No Director who affirmatively votes for any action may later dissent to that action.
- 4.15 Policies and Procedures.** The Board shall adopt from time to time such policies and procedures as may be required or desirable for the governance of the Association. Such policies or procedures may include, but are not limited to, policies or procedures relating to conflict of interest, discrimination, governance of the activities of Association chapters, whistleblower, and record retention.
- 4.16 Compensation.** Members of the Board shall not receive any compensation for their services as members of the Board or as officers, but may be reimbursed for reasonable expenses of attendance; provided that nothing herein contained shall be construed to preclude any member of the Board from serving the Association in any other capacity and receiving compensation therefore, subject to the provisions of Section 13.06 below.
- 4.17 Chairperson.** At all meetings of the Board, the President or Vice President(s), or, in their absence, the chairperson chosen by the Board, shall preside.

A R T I C L E V O F F I C E R S

- 5.1 Number and Qualification.** The officers of the Association shall be chosen by the Board and shall consist of a President, a Vice President, a Secretary, a Treasurer, and such other officers and assistant officers as may be deemed necessary or desirable by the Board. All officers shall be members of the Board.

- 5.2 Election and Terms of Office.** At the Annual Meeting, the Board shall elect the officers of the Association. Each officer shall take office immediately and serve for a term of two (2) years or until his or her successor is elected or until the officer becomes ill and is unable to perform the responsibilities of the office, or resigns. No person shall serve more than two (2) consecutive complete terms in the same office unless that person has not been an officer of the Association for at least one year following such consecutive terms. The first election after the acceptance of these changes shall be held for two (2) year terms for the positions of Vice President and Treasurer and one (1) year terms for the position of President and Secretary. Following the first election, further elections shall follow the terms of office described above.
- 5.3 Removal.** Any officer or agent elected or appointed by the Board may be removed by the affirmative vote of a majority of the remaining Directors at any regular or special meeting called for that purpose with or without cause whenever in its judgment the best interests of the Association would be served thereby. Any officer proposed to be removed shall be entitled to at least five (5) days notice in writing by mail of the meeting at which removal is to be voted on and shall be entitled to appear and be heard by the Board at such meeting.
- 5.4 Resignation.** Any officer may resign at any time by providing written notice to any other officer of the Association. The resignation will be effective on receipt of the notice or at a later time as designated in the notice.
- 5.5 Vacancies.** A vacancy in any office may be filled at any meeting of the Board for the unexpired portion of the term of such office by a majority of the Directors then in office, although less than a quorum.
- 5.6 President.** The President shall preside over all meetings of the general membership and the Board and the Executive Committee, and shall have such other powers and duties as may be assigned by the Board, subject to restrictions imposed by statute or these bylaws.
- 5.7 Vice President(s).** The Vice President(s) shall, in the absence of the President, have all of the powers and duties normally vested in the President, as well as such other powers and duties as may be assigned by the Board.
- 5.8 Secretary.** The Secretary shall:
- (a) Keep minutes of all meetings of the Board and the Annual Meeting;
 - (b) Be responsible for providing notice to each Director of all meetings as required by law, the Articles, or these Bylaws;
 - (c) Keep a register containing the address of each officer and Director as provided by those individuals;
 - (d) Attend to all correspondence of the Association as requested by the board;
 - (e) Maintain a complete, current, and accurate register of the Members of the association;
 - (f) Oversee regular review, no less than once every three (3) years, of these bylaws and recommend any possible changes or modifications to the Board;

- (g) Maintain the Association's records; and
- (h) Perform all duties incident to the office of Secretary, or any other duties assigned to the Secretary from time to time by the Board or the President.
- (i) Serve on the Executive Committee.

5.9 Treasurer. The Treasurer shall:

- (a) Have charge and custody over all the funds and securities of the Association;
- (b) Receive and issue receipts for any money due and payable to the Association;
- (c) Report to the Board at each meeting and as otherwise needed regarding financial records, financial status, and other matters within the responsibility of the office;
- (d) Exhibit financial records and documentation to Board members on request;
- (e) Provide the Board with an annual financial report which shall be subject to independent audit at the direction of the Board;
- (f) Attend to required or necessary annual Association reports with the State of Michigan, tax returns or reports, and related documentation;
- (g) Assure that accurate books and records are kept of corporate receipts and disbursements; and
- (h) Perform all duties incident to the office of Treasurer or any duties designated from time to time by the Board or the President.
- (i) Serve on the Executive Committee.

A R T I C L E V I C O M M I T T E E S

6.1 General Powers. The Board may designate one or more committees in addition to those specified in this Article VI, each committee to consist of one or more of the members of the Board (other than any advisory committees provided for below which may, but need not, have one or more Directors as members) and such other persons as the Board deems appropriate. A committee and each member thereof shall serve at the pleasure of the Board. Committee members shall be appointed by the President subject to the approval of the Board. A committee so designated by the Board, to the extent provided in the resolution by the Board, may exercise all powers and authority of the Board in the management of the business and affairs of the Association, except that no committee of the Board, including those committees specified in this Article VI, shall have the power or authority to:

- (a) Amend the Articles;
- (b) Approve the dissolution, merger or consolidation, or pledge or transfer all or substantially all of the assets of the Association;
- (c) Amend the Bylaws; or
- (d) Fill vacancies on the Board, or committees.

- 6.2 Standing Committees.** Except as specifically provided elsewhere in these bylaws, the President shall, with the approval of the Board, appoint a director to act as chair of each of the following standing committees:
- a) Nominating Committee
 - b) Finance Committee
- 6.2 Advisory Committee(s).** The Board may create one or more Advisory Committee(s) to serve as a valuable complement to the staff and the Board. An Advisory Committee shall be a group of one or more members of the Board, Regular Members, Provisional Members, or other interested individuals, appointed by the President, subject to the approval of the Board, for the purpose of offering advice and support on a wide range of issues relevant to the Association and its purposes. No Advisory Committee will have management authority. No Advisory Committee will get involved in issues involving the administration or operation of the Association unless specifically requested to do so by the Board. The exact number of members of any Advisory Committee shall be determined from time to time by the Board.
- 6.3 Meetings.** Committees shall meet as needed. Minutes shall be recorded at each committee meeting and shall be presented to the Secretary of the Board.
- 6.4 Consent to Committee Actions.** Any action required or permitted to be taken by authorization of a committee may be taken without a meeting if, before or after the action, all members of the committee consent to the action in writing. For purposes of this Section 6.04, consent communicated via electronic means such as facsimile, email or pdf format shall constitute written consent. Written consents shall be filed with the minutes of the committee's proceedings.

A R T I C L E V I I M E M B E R S

- 7.1 Eligibility for Membership.** To be eligible for Regular Membership in the Association, an individual must satisfy the following requirements: completion of the Master Gardener training course offered by MSU Extension, completion of all education and annual recertification requirements. To be eligible for Provisional Membership in the Association, an individual must satisfy all the requirements for a Regular Membership, other than the prior completion of the required certification requirements. Regular and Provisional Members may be collectively referred to hereinafter as "Members".
- 7.2 Regular Membership.** Regular membership shall be granted to any person who has requested regular membership, has met the requirements of Section 7.01 above, and who has paid applicable dues and costs for the current year. Regular memberships are non-transferable.

- 7.2 Provisional Membership.** Provisional membership shall be for one calendar year following successful completion of the MSU Extension Master Gardener training course to any person who has requested provisional membership pending full completion of the requirements of Section 7.01 above and who has paid applicable dues and costs for that year. During this year the Provisional Member must complete the Master Gardener certification requirements. Provisional memberships are non-transferable.
- 7.3 Membership Dues.** The Board shall establish the initial and annual dues for Regular and Provisional Membership in the Association. The billing and collection of dues shall be in a manner prescribed by the Board.
- 7.4 Termination of Membership.** Membership may be terminated by a Member upon submission of a written resignation to the Association, or by the Board on the occurrence of any of the following events:
- (a) Failure to pay dues within forty five (45) days after written notice of payment due.
 - (b) Failure to satisfy the requirements of section 7.01 of this article.
- 7.5 List of Members.** The secretary of the Association or the agent of the Association having charge of the membership records of the Association shall keep a complete list of the Members.
- 7.6 Voting.** No Member, except Directors and Officers, is entitled to vote on any matter pertaining to the business of the Association.
- 7.7 Property.** No property rights shall accrue to any Member or person and no incorporator or Member shall be responsible for, or individually liable for, any debts or obligations of the Association.
- 7.8 8 Open to All.** The Association is open to all without regard to race, national origin, gender, gender identity, religion, age, height, weight, disability, political beliefs, sexual orientation, marital status, family status, or veteran status.

A R T I C L E V I I I L O C A L C H A P T E R S

- 8.1 Formation.** Members may organize or join a local chapter, affiliate, or other organization of Members (hereinafter collectively referred to as “Chapter” or “Chapters”). Such organization shall be organized and operated exclusively for charitable purposes and for purposes and within a mission that is consistent and compatible with the Purpose and Mission of the Association.
- 8.2 Limitation on Chapter Membership.** Only Members of the Association may be members of any local chapter. Any Member of the Association may, but is not required to, participate in one or more Chapters.

- 8.3 Chapter Governance.** Chapter governing rules must be consistent with, but not be limited to, the Bylaws, policies, and procedures of the Association. The Association Board shall adopt and distribute specific policies and procedures establishing the general supervisory power of the Association over the operations of each Chapter to ensure operations of Chapters are consistent with the Association's tax exempt purposes.
- 8.4 Annual Reporting.** Each Chapter shall report annually to the Association, on forms provided, and with information requested by the Association. Such reports shall include at a minimum financial reporting, membership, and projects and activities of the Chapter.

A R T I C L E I X I N D E M N I F I C A T I O N

- 9.1 Indemnification; Third Party Action.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or complete action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a Director, officer, employee, non-director volunteer or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, non-director volunteer or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.
- 9.2 Indemnification; Action By or In Right of the Association.** The Association shall indemnify any person who was or is a party to or is threatened to be made a party to any threatened or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, employee, non-director volunteer or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, non-director volunteer or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in its performance of his or her duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the

adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

9.3 Reimbursement. An indemnification pursuant to this Article IX, unless ordered by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee, non-director volunteer or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 9.01 and 9.02. This determination shall be made in any of the following ways:

- (a) By the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding.
- (b) If such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

9.4 Advancement of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Sections 9.01 and 9.02 may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Section 9.03 upon receipt of and undertaking by or on behalf of the Director, officer, employee, non-director volunteer or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association.

9.5 Limitations. The Association shall make no provisions to indemnify Directors, officers, employees, non-director volunteers or agents in any action, suit or proceeding referred to in Sections 9.01 or 9.02 which shall be in conflict with the provisions of this Article. Nothing contained in this Article shall affect any rights to indemnification to which persons other than Directors and officers may be entitled by contract or otherwise by law. The indemnifications provided for in this Article continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

9.6 Insurance. The Board may, in the exercise of its discretion, from time to time authorized by resolutions duly adopted, purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, non-director volunteer or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, non-director volunteer or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have power to indemnify him or her against such liability under Sections 1 and 2 of this Article.

- 9.7 Merger and Reorganization.** For the purposes of Sections 1 through 6 of this Article, references to the Association include all constituent Associations absorbed in a consolidation or merger and the resulting or surviving Association or business Association, so that a person who is or was a director, officer, employee, non-director volunteer or agent of such constituent Association or is or was serving at the request of such constituent Association as a director, officer, employee, non-director volunteer or agent of another Association, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this section with respect to the resulting or surviving Association as he or she would if he had served the resulting or surviving Association in the same capacity.
- 9.8 Application of this Article.** The provisions of this Article shall apply except to the extent they may be inconsistent and prohibited by the Internal Revenue Code or any other applicable law or regulation.

A R T I C L E X C O R P O R A T E A C T I O N S

- 10.1 Contracts.** The Board may authorize any officer or agent of the Association to enter into any contract or execute and deliver any instrument on behalf of and in the name of the Association, and such authority may be general or confined to specific instances.
- 10.2 Checks and Drafts.** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or agent of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer, the President, or any agent of the Treasurer.
- 10.3 Deposits.** Any funds of the Association not being used in any other manner for the benefit of the Association shall be deposited to the credit of the Association in any such banks, trust companies, or other depositories the Board may select.
- 10.4 Loans.** No loan shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.
- 10.5 Books of Accounts, Minutes, and Records.** Except as otherwise provided by law, the Association:
- (a) Shall keep as permanent records minutes of all meetings of the Board , a record of all actions taken by the Board without a meeting, and a record of all actions taken by a committee of the Board exercising the authority of the Board on behalf of the Association;
 - (b) Shall maintain appropriate accounting records;
 - (c) Shall keep a copy of the following records at its principal office:

- i. The Articles or Restated Articles, as amended;
- ii. The Bylaws or Restated Bylaws, as amended;
- iii. A copy of the Association's IRS Form 1023 Application for Tax Exempt Status and application narratives, attachments, amendments, as well as IRS prosecution letters and the Association's responses to prosecution letters in connection with its Form 1023 application;
- iv. A copy of the Association's IRS Determination Letter granting 501(c)(3) Tax Exempt Status;
- v. The Association's financial statements for the past three (3) years;
- vi. The Association's tax returns (IRS Form 990 or other tax filings required by applicable law and regulation) for the past seven (7) years;
- vii. A list of the names and business addresses of the current Directors and officers of the Association; and
- viii. The Association's most recent annual report delivered to the State of Michigan.

**A R T I C L E X I R E P R E S E N T A T I V E S A N D
A G E N T S**

11.1 Appointment of Agents, Representatives and Employees. The Board may appoint such other agents and representatives with authority to perform such acts or duties on behalf of the Association as the Board may from time to time delegate, so far as may be consistent with the Articles of Incorporation , Bylaws, and permitted by law.

11.2 Compensation. The Board or the Executive Committee shall establish salary ranges and guidelines for other compensation of the employees, representatives and agents of the Association. When authorized by the Board, a person may be reasonably compensated or reimbursed for services rendered to or monies paid on behalf of the Association as an employee, agent or independent contractor.

A R T I C L E X I I F I S C A L Y E A R

12.01 Fiscal Year. The Association's fiscal year shall begin on the first day of January and end on the 31st day of December of each and every year.

**A R T I C L E X I I I A U T H O R I T Y ,
L I M I T A T I O N S O N A U T H O R I T Y , A N D
P R O H I B I T I O N S**

13.1. Power to Vote Shares. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Association to vote either in person or by proxy at any meeting of shareholders of any corporation in which this Association may hold shares, and at any such meeting may possess and exercise all

of the rights and powers incident to the ownership of such shares which, as the owner thereof, this Association might have possessed and exercised if present. The Board may confer like powers upon any other person and may revoke any such powers as granted at its pleasure. Notwithstanding the above, no disqualified person (as that term is defined in the Internal Revenue Code) shall have the power to vote stock, held by the Association, in a closely held business in which such disqualified person has an interest.

- 13.2. Prohibition against Sharing in Corporate Earnings.** No Director, officer, employee or any other person connected with the Association, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the Association, provided that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Association in effecting any of its purposes as shall be fixed by the Board; and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Association.
- 13.3 Investments.** The Association shall have the right to retain all or any part of the securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board, without being restricted to the class of investments which a trustee is or may hereafter be permitted by law to make or any similar restrictions, provided, however, that no action shall be taken by or on behalf of the Association which would jeopardize the Association's tax exemption under Section 501 of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended or if such action is prohibited by these bylaws.
- 13.4 Maintenance of Exempt Status.** Notwithstanding any other provision of these bylaws, no Director, officer, employee or representative of this Association shall take any action or carry on any activity by or on behalf of the Association not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under Section 170(c)(2) of such Code and regulations as they now exist or as they may hereafter be amended.
- 13.5 Limitations on Political Activities.** No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in any political campaign on behalf of or in opposition to any candidate for public office.
- 13.6 Contracts with Directors or Officers.** No Director or officer shall have an interest, directly or indirectly, in any contract relating to the operations conducted by the Association, or in any contract for furnishing services or supplies to the Association, unless such contract is authorized by a majority of the Directors present in a meeting at which the presence of such Director is not necessary for its

authorization, and the fact and nature of the Director's interest is fully disclosed or known to the Directors voting on the authorization of the contract. No Director with a contract with the Association may vote on any matter which involves that contract, or which gives the appearance of being a conflict of interest. Conflict of interest shall be determined by the Board in accordance with the Association's Conflict of Interest Policy.

A R T I C L E X I V A M E N D M E N T S

14.01 Amendments. These bylaws may be amended, altered, changed, added to or repealed by the affirmative vote of at least two-thirds (2/3) of the Directors at any regular or special meeting of the Board if notice of the proposed amendment, alteration, change, addition or repeal be contained in the notice of the meeting.

A R T I C L E X V D I S S O L U T I O N

15.1 Dissolution. The Association shall be dissolved and its affairs wound up on the first to occur by (a) the affirmative vote of at least two-thirds (2/3) of the Directors at any regular or special meeting of the Board; or (b) by the entry of a decree of judicial dissolution. On the dissolution of the Association, the Board shall promptly commence the winding up of the Association's business and affairs pursuant to and in accordance with the Act. The dissolution of the Association shall be in compliance with all applicable federal, state, and local laws, the Association shall be liquidated.

15.2 Distribution of Assets upon Dissolution. As indicated in 6.01 in the Articles of Incorporation, upon the dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

CERTIFICATION

I, the undersigned, hereby certify that I am the duly elected Secretary of the Corporation and the foregoing is a true and correct copy of the resolution adopted by the Board of Directors of the Corporation on August 21, 2012 and amended by the Board of Directors on December 18, 2016

u

Ruth Steele Walker
Secretary

December 18, 2016
Date