

**BYLAWS OF THE BRUTUS MAINTENANCE ASSOCIATION**

**PREAMBLE**

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The Brutus Maintenance Association (“BMA” or “Association”) is a Non-Profit Corporation formed pursuant to Chapters 24.03 and 64.38 of the Revised Code of Washington, its Articles of Incorporation dated November 26, 1980 (file number D304905) and the BMA Covenants, Conditions and Restrictions (CC&R’s) recorded under Island County file number 377290, originally dated August 14, 1980 and filed on December 15, 1980, as amended. The CC&R’s were substantially revised on April 22, 2006, and filed under Island County file number 4177189, dated 07/27/2006. The CC&R’s were further amended on April 18, 2009, and filed under Island County file number 4269838, dated 03/04/2010. The CC&R’s were amended on April 20, 2019, and filed under Island County file number 4471395, dated 09/16/2019.

Any provision within these Bylaws which is inconsistent with these governing statutes and documents shall be unenforceable, but shall not affect the validity of the other portions of these Bylaws.

Amendment	Date	Event	Section(s)	Purpose
1.0	4-18-09	2009 Annual meeting	8.5	Removed reference to Peter & Laura Hall
2.0	6-12-14	2014 Special Meeting	8.2 ,8.5, 8.6, 8.9	8.2 Revised wording, 8.5 Darlene Waite beach and water needed revision, 8.6 Remove reference to Jean Waite, 8.9 Revised wording
3.0	4-18-15	2015 Annual Meeting	4.1, Article 5, 8.2 8.5, 8.6, 8.9	4.1 changed annual meeting month, ARTICLE 5 changed Brutus to Building (BLC), 8.2 revised wording 8.5 & 8.6 property owners changed, 8.9 revised wording
4.0	4-20-19	2019 Annual Meeting	5.1,6.6,8.1,8.5, 8.7-8.9, 9.2,9.4,9.5	5.1 Include CCCP, 6.6 Gender neutral, 8.1 Add Special Assessment, 8.5 Remove names, 8.7 Delete, 8.7-8.9 Renumbered, 9.2 BLC Chair or Board member, 9.4 Add Article 8.0, 9.5 clarify
5.0	7-18-20	2020 Annual Meeting	4.3, 4.7, 4.4, 5, 8.5,8.6,8.8, 8.10	4.5 and 4.7 for 60 days notice; 4.4 conduct virtual meetings; 5 open Board mtgs; 8.5 and 8.6 strike names and add tax parcel numbers. 8.8 collection of interest 8.10 NEW Interests & Costs of Collection

**ARTICLE I**

Purposes

- 1.1** The purpose of the Brutus Maintenance Association is described in Article IV of the Articles of incorporation, and Section 1.0 of the Covenants, Conditions & Restrictions (CC&R’s). In general, the Association, its CC&R’s and these Bylaws are to provide, maintain and operate a non-profit Maintenance Association for the benefit of the owners of property located within the Plat of Brutus, Camano Island, Island County, Washington, and such additional properties as may hereinafter be included.

- 1.2 These Bylaws establish organization and operating procedures necessary to conduct the business of the Association.
- 1.3 Definitions of the terms used throughout these Bylaws are contained in Section 2.0 of the CC&R's referenced in 1.1 above.

## **ARTICLE II**

### **Registered Office**

The address of the registered office of the Association shall be: 3469 Timothy Way, Camano Island, WA 98282.

## **ARTICLE III**

### **Membership**

#### **3.1 Definitions**

"Successor", as used herein, shall include any successor in title by gift or inheritance or by operation of law, grantee or contract purchaser.

#### **3.2 Multiples**

If there is more than one person in interest in the ownership of fee simple title or a contract purchaser's interest, all such interested persons shall be considered as a single member.

The right to cast the vote attributable to such membership shall be determined by those interested in the membership. Proof of the right to vote shall be evidenced by an affidavit signed by a majority of those interested in the ownership if there is a dispute with respect to the right to cast such vote. Any dispute with respect to the right of any member to vote shall be determined by the President of the Association, and his or her determination shall be final.

#### **3.3 Relief From Charges**

If a member transfers or contracts to sell his entire ownership, or if his membership is terminated as provided in 4.2 of the CC&R's, members shall be relieved of the personal obligation of thereafter paying future service charges and assessments, only which future charges and assessments shall be the personal obligation to the member succeeding him in ownership.

## **ARTICLE IV**

### **Membership Meetings and Voting**

#### **4.1 Annual Membership Meeting**

The Annual Meeting of members to transact Association business as may properly come before it and to elect Directors to succeed those whose terms expire shall be held ~~on or about the second Saturday of May of each and~~ every year in April at 1:00 in the afternoon, unless a different month ~~date and time~~ is specified in the Notice of the meeting. The Annual Membership Meeting shall be called by or at the direction of the President or any other member of the Board of Directors if the President is unable to call the meeting.

#### **4.2 Special Membership Meetings**

Special Meetings of the members for a purpose relating to the business of the Association may be called at any time by the President, a majority of the Board of Directors, or members of not less than ten percent (10%) of Association members eligible to vote. The date, time and place of a Special Membership Meeting shall be set by the member(s) calling the meeting.

**4.3 Notice of Meetings**

Not less than fourteen (14) nor more than ~~forty (40)~~ **sixty (60)** days before the date of an Annual or Special Membership Meeting, the Secretary or members calling the meeting shall give written notice personally or by U.S. Mail, or by e-mail to the address each member provided to the Secretary as their proper address, stating the place, date and time of the meeting, and the purpose(s) for which the meeting is called. Members may specify their preference of U.S. Mail or e-mail.

**4.4 Place of Meetings**

Annual and Special Meetings shall be held at a location suitable to the conduct of business. Meetings may also be held virtually to transact business in the absence of everyone gathering at the same time and location. The place of the meeting shall be within thirty (30) miles of the Plat of Brutus.

**4.5 Adjourned Meetings**

Any membership meeting may be adjourned to such time and place as those present determine, without giving a new meeting Notice.

**4.6 Quorum and Proxies**

At all membership meetings, Annual or Special, a quorum is reached if a simple majority of the voting members are present or represented by proxy. A member may vote in person or may vote by proxy executed in writing by the member or by his or her duly authorized attorney in fact, provided that such proxy must be filed with the Secretary prior to the time the proxy is to be exercised. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

**4.7 Record Date**

For the purpose of determining members entitled to Notice of any membership meeting, the Board of Directors of the Association may fix in advance a date as the record date for any such determination of members. Such date will not be more than ~~forty (40)~~ **sixty (60)** or less than fourteen (14) days prior to the date of a membership meeting. When a determination of members entitled to vote at any meeting has been made as provided in this section, such determination shall apply to any adjournment thereof.

**4.8 Voting List**

The Secretary shall maintain a complete list of members entitled to vote at a Regular or Special membership meeting or any adjournment thereof, with the address and number of votes entitled by each. This list shall be produced and kept open during any membership meeting, and shall be subject to the inspection of any member until the meeting is adjourned.

**4.9 Voting**

No fractional voting will be allowed. Cumulative voting for Directors shall not be allowed.

**ARTICLE V**

**Rules and Regulations**

The Board of Directors may make and enforce such rules and regulations governing the use of Association property, the water system, and any other facilities or property of the Association, including the determination of the charges and assessments which they shall consider to be proper. Board decisions may be appealed to the membership at an Annual or Special Meeting. A two-thirds majority vote of the full Membership is required to change the Board decision. **The meetings of the Board of Directors shall be open for observation by all owners of record and their authorized agents (RCW 64.38035).**

Building and Brutus Landscape Committee (BLC) decisions

At a formal meeting of the Board an appeals process will be followed to resolve complaints and issues arising from BLC decisions. Both the BLC and the complaining party may attend. A simple majority of the Board is required for the final decision.

**5.1 Brutus Water Usage ~~and Restriction~~ Plan**

The Brutus Water System Coordinator will prepare and maintain the Brutus Water Usage ~~and Restriction~~ Plan and the Cross-Contamination Control Program (CCCP). The plan will be updated and issued as necessary to comply with applicable permits, laws, regulations, and water quality requirements. The plan will also detail water monitoring, compliance and penalties. The plan must be approved by a simple majority of the Board and a simple majority of the membership quorum at each annual meeting.

**Article VI**

Board of Directors

**6.1 Purpose**

The business affairs and common property of the Association shall be managed by a Board of five (5) Directors, elected by the membership. The number of Directors may be changed by amendment to these Bylaws, but no decrease in the number of Directors shall shorten the term of an incumbent director.

**6.2 Qualifications**

Any Association member is eligible to be elected as a Director. Incumbent Directors are eligible for reelection. An individual's position as a Director ceases concurrent with termination of their membership. Two or more owners from the same building site are not eligible to serve on the Board concurrently.

**6.3 Manner of Election**

The members of the Association shall elect Directors to fill expired positions at each Annual Meeting. Directors will hold office until their respective successors are elected. In the event of failure to hold an election of Directors or to hold an Annual Meeting, Directors may be elected at a Special Meeting of the members called for that purpose.

**6.4 Term of Office**

Directors shall be elected for a term of three (3) years or as required to create at least one (1) vacancy per year. The election of Directors shall be staggered to maintain continuity and create at least one vacancy per year.

**6.5 Vacancies**

Any vacancy on the Board arising from any cause occurring prior to the end of an elected three-year term may be filled by the affirmative vote of a simple majority of the remaining Directors at any Regular or Special Board Meeting. A Director appointed to fill a vacancy shall serve the remainder of the three-year term of his or her predecessor.

**6.6 Positions**

The Officers of the Association shall be President, Vice President, Secretary, Treasurer and Water System Coordinator. These five (5) Officers comprise the Board of Directors. The positions of Secretary and Treasurer may be combined at the discretion of the Board, if the effect of combining these two positions does not decrease the number of Board members. Any Board member not acting as one of the above Officers shall be a Board Member at Large.

- 6.6.1 President: The President shall exercise the usual executive powers pertaining to the office of President. ~~She~~ President shall preside at meetings of the Board of Directors and of members and perform such other duties as the Board may designate.
- 6.6.2 Vice President: If the President is unable to perform his or her duties, the Vice President may act as President and shall perform such other duties as the Directors may designate.
- 6.6.3 Secretary: The Secretary shall keep records of the proceedings of the Directors and owners; all deeds, bonds, contracts and other obligations or instruments in the name of the Association; property transfers; and the names, addresses and telephone numbers of property owners. The Secretary shall sign and execute with the President all deeds, bonds, contracts and other obligations or instruments in the name of the Association; and perform other duties as the Board of Directors may designate.
- 6.6.4 Treasurer: The Treasurer shall have the care, custody and responsibility for all funds and securities of the Association, and shall keep regular books of account. ~~She~~ Treasurer shall deposit all funds and other valuable effects in the name of the Association in such depositories as may be designated by the Board of Directors. In general, ~~she~~ Treasurer shall perform the entire duties incident to the office of Treasurer, and such other duties as may be assigned by the Board of Directors.
- 6.6.5 Water System Coordinator: The Water System Coordinator shall have the care, custody and responsibility for the water system and such other duties as may be assigned by the Board of Directors.

#### **6.7 Board Meetings**

Notice to Directors as to the time and place of Board Meetings shall be given in person or in writing by the President or Secretary at least three (3) days prior to the date the meeting is to be held. Any meeting of the Board shall be a legal meeting without any notice given if all of the Directors are present when the time and date of the meeting is set.

- 6.7.1 Annual Board Meeting. The Board of Directors shall meet for the election or appointment of Officers and for the transaction of any other business as soon as practicable after the adjournment of the Annual Member Meeting.
- 6.7.2 Regular Board Meetings. The Board shall hold regular meetings to attend to Association business. The schedule of Regular Board Meetings shall be determined by the Board based on business needs. No notice is required if a recurring time and place is fixed by resolution of the Board.
- 6.7.3 Special Board Meetings. Special Board Meetings may be held whenever called by the President, or any Board member. A quorum is required to conduct official Board business.

#### **6.8 Quorum**

A majority of the number of the Directors, as fixed by the Articles or Bylaws, shall be necessary to constitute a quorum for the transaction of business. The action of the majority of the Directors present at any meeting at which there is a quorum when duly assembled is valid as an act. Directors may meet without a quorum, but may not transact any business.

#### **6.9 Removal of Directors**

The Board of Directors may remove any Director whenever in its judgment the best interest of the Association will be served. At any members' meeting, any Director may be removed, with or without cause, by a vote of a majority of the members attending such meeting; PROVIDED, that notice of such purpose is stated in the notice of such meeting. Any such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Election or appointment of a Director shall not of itself create contract rights.

## ARTICLE VII

### Finances and Records

#### 7.1 Fiscal Year

The fiscal year of the Association shall run from January 1st of each year to the following December 31st.

#### 7.2 Obligations

Actual obligations of the Association, except such as are incurred in the routine performance of its affairs, shall be incurred only by the Board of Directors.

#### 7.3 Books of Account

The Association shall keep appropriate and complete books of account.

## ARTICLE VIII

### Assessments and Collections

#### 8.1 Costs

The costs of operation, maintenance, replacement and extension of the water system and common areas inclusive, but not limited to bulkhead and trail shall be paid from Annual and Special Assessments made as provided in this Article VIII. If such Annual and/or Special Assessments are not sufficient to cover expenditures approved by the membership, such costs shall be paid from Contingency Funds or an Assessment imposed by the Board of Directors, in the amount, at the time, and in the manner provided for in this Article VIII. Other costs of the Association may be paid by the levying of other charges or assessments as provided herein.

#### 8.2 Initial Water Hookup Charge

The Board may establish an initial water hookup charge in an amount of \$10,000.00 per hookup per lot. ~~In the event of a catastrophic Disaster each lot owner will be responsible for the actual cost of repairs and reconnection of water on their individual lots.~~ In addition to the \$10,000.00 fee, the new lot owner will pay all hook-up charges from the main water line and will use an association approved meter and shut-off valve.

#### 8.3 Annual Assessments

The Treasurer will perform a financial analysis of the prior year's performance, reserves, future commitments, proposed expenditures, and create a budget forecast and an Annual Assessment value. The proposed budget forecast and Annual Assessment value must be approved by a simple majority of the Board and presented to the membership at an Annual Meeting. A simple majority of the membership quorum is required to approve. Any change to the Board approved proposed Annual Assessment must include a revised budget forecast during the Annual Meeting to ensure that all membership approved commitments for the upcoming year are covered.

In the event that unforeseen expenses arise between Annual Meetings that cannot be covered by the approved Annual Assessment, the Board will utilize contingency funds to cover the shortfall. Any shortfall beyond the contingency funds must be addressed in a Special meeting as a Special Assessment. The Association will maintain a Contingency Fund of a minimum of \$10,000 to cover unforeseen expenses.

#### 8.4 Special Assessments

Proposed Special Assessments require two-thirds majority vote of the full Membership, at an annual or special meeting. Special Assessments may be used for capital improvement projects for the purpose of defraying in whole or in part the cost of construction or reconstruction or expected repair or replacement of a described capital improvement upon the Association properties or for properties on which the association has an easement and/or other major expenses not adequately covered by the Annual Assessments. Special Assessments may only be expended for the purpose(s) approved by the membership. Funds collected through Special Assessments shall be disbursed at the time payment for service is due, regardless of when the Special Assessment was authorized or collected. In the event that additional funds are required to complete an approved project, a two-thirds majority vote of the full Membership at an Annual or Special meeting is required for the additional Special Assessment.

## 8.5 Out-of-Plat Water Customers

Out of Plat water users shall be assessed 70% of the value assessed each lot for the Annual Assessment. In addition, out-of-plat water customers are subject to 100% of the value that each lot owner is assessed for Special Assessments related to the improvement, repair or replacement of the water system and/or components. Out of Plat water users include: ~~The John R. Hoppe~~ Tax Parcel number R33014-374-0170 property (3307 S. Bernie Road), Tax Parcel number S7125-00-0016-0 ~~Jim Waite~~ property (3902 S. Camano Drive), Tax Parcel number R33014-190-0500 ~~Jack Archibald Lisa Aumann~~ property (3995 S. Camano Drive) and, Tax Parcel number R33014-272-0270 ~~Richard and Bernadine Haas~~ property (3393 S. Bernie Road). Tax Parcel number S7125-00-00020-4 ~~Darlene Waite~~ property (3905 S. Camano Drive) receives complimentary water and beach rights.

## 8.6 Out-of-Plat Beach Rights Users

Out-of-Plat beach right users shall be assessed 20% of the value assessed each lot for the Annual Assessment. In addition, out-of-plat beach rights users are subject to 100% of the value that each lot owner is assessed for Special Assessments related to the improvement, repair or replacement of the bulkhead and/or access trail. Note that Tax Parcel number S7125-00-00017-0 ~~Sue Anderson/Steve Moody~~ property (3922 S. Camano Drive) is not subject to Brutus Special Assessments because they pay 100% of the cost to maintain the Bulkhead on their own property which protects the Brutus Beach access trail. Beach access users include: Tax Parcel number S7125-00-0016-0 ~~Jim Waite~~ property (3902 S. Camano Drive), Tax Parcel number R33014-190-0500 ~~Jack Archibald Lisa Aumann~~ property (3995 S. Camano Drive) and Tax Parcel number S7125-00-00017-0 ~~Sue Anderson/Steve Moody~~ ~~Chris Sweeney~~ property (3922 S. Camano Drive). Note that even though Jim Waite (Tax Parcel number S7125-00-0016-0) is included in the Waite family beach access grant (see 8.7 below), they chose to sign a beach access agreement so that future owners of their property would have Brutus Beach Access rights, therefore they pay ~~full fare~~ full cost of any regular or special assessments.

## 8.7 Annual Fee Beach Access Users

~~By special agreement Jack Archibald and Karen Prasse at 4015 S. Camano Drive have been granted beach access for a fixed annual fee of \$100. Currently not required because he owns 3995 S. Camano Drive.~~

## 8.7 Special Beach Access Users

The Waite family members were accorded free beach access by the Island County Court at the inception of the development. This right applies to Waite family members only, not to renters, leases, or future owners of the adjacent Waite properties.

## 8.8 Date of Commencement of Annual or Special Assessment

The annual assessments shall commence on the first day of such month as determined by the Board of Directors of the Association, and shall be made for the balance of the calendar year and shall be due and payable on the date fixed by the Board. Annual assessments for any year after the first year shall become due and payable on June 1 of such year. If the annual assessment is not paid within thirty (30) days, the Secretary of the Association shall notify the owner by certified mail with return receipt that the annual assessment is overdue, and request immediate payment. If payment is not then made within the specified thirty (30) days, the Secretary of the Association shall give final notice to the owner by certified mail with return receipt that the annual assessment is overdue, and request payment within fifteen (15) days or the water will be shut off and a \$100 reconnection fee be assessed. The water will not be turned back on until all past annual assessments, special assessments and fines have been paid. ~~If payment is not then made within the specified fifteen (15) days, the President of the Association will notify the water system manager, who will contact the County Sheriff to proceed with water shut off. If, after 6 months, the assessments and fines remain unpaid, the Secretary of the Association shall notify the owner by certified mail with return receipt that the water meter will be removed immediately and the water hook-up charge of \$10,000.00 shall be assessed.~~ If payment is not made within fifteen (15) days, the President of the Association will notify the Water Systems Manager to proceed with water shut off. If after 6 months, the assessments and fines remain unpaid, the Secretary of the Association shall notify the owner by certified mail, with return receipt that the water meter will be removed immediately and a reasonable water hook-up charge of up to \$10,000.00 shall be assessed.

The amount of the initial annual assessment for the first year in which assessments are made for any property which become subject to assessment for the first time shall be prorated on a calendar year basis according to the date of the first assessment or the date on which property first became subject to assessment.

The due date or dates of any special assessment and any interest thereon shall be fixed in the resolution authorizing such assessment.

## 8.9 Subordination of Liens to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or Deed of Trust. Sale or transfer of any building site or living unit shall not affect the assessment lien. However, the sale or transfer of any building site or living unit which is subject to any mortgage or Deed of Trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, including sale under a Deed of Trust, shall extinguish any lien of an assessment which became a lien prior to such sale or transfer. Such sale or transfer shall not release such building site or living unit from liability for any assessments thereafter becoming due or from the lien thereof.

## 8.10 Interest and Costs of Collection

The Association shall be entitled to collect interest on any unpaid annual or special assessment, or any special assessment for which interest or carrying costs are approved, from the date due until paid, at the rate set out in the special assessment (if any), or otherwise at ten percent (10.0%) per annum. In addition, the Association shall be entitled to recover all of its reasonable costs of collection, including, but not limited to, reasonable attorney's fees, lien or recording fees, or collection agency fees resulting from any enforcement action taken by the Association

# ARTICLE IX

## Buildings and Landscaping Committee

### 9.1 Committee Membership

The Buildings and Landscaping Committee (BLC) shall be comprised of three members of the Association. The Board of Directors shall appoint members to the BLC for a term of three (3) years. The appointment of committee members shall be staggered to maintain continuity and create at least one vacancy per year.

### 9.2 Requests for Approval

Association members shall submit any requests for approval in writing. All such requests shall be submitted to the registered office of the Association, the Chairperson of the BLC, BLC member or a current Board member.

### 9.3 Notice of Approval

In the event the BLC fails to respond within thirty (30) days to an owner's written application and submittal with reference to proposed plans and specifications for new construction, additions, alterations or change, compliance will be deemed to have been granted by the BLC, formal written approval will not be required and this provision shall be deemed to have been fully complied with. In the event an owner enters into construction, addition, alteration or change of any building on a building site on the properties without having first submitted in writing the proposed plans and specifications to the BLC for such work and completes such work without any notice of non-compliance from the Association or BLC, then and in that event, after the lapse of six (6) months from the completion of such work with no suit or action having been brought to enjoin the construction, addition, alteration or change or to force compliance by change or removal of such work with this provision, then approval will not be required and this provision shall be deemed to have been fully complied with. The decision of a majority of the members of the BLC shall be the decision of the BLC.

### 9.4 Jurisdiction and Purpose

Enforcement of the Covenants and Bylaws shall be carried out by the Board.

In coordination with the Board, the BLC will monitor the intent of the Covenants (paragraphs 6.0, 7.0, 8.0 9.0) and the Bylaws (Article IX). The BLC will coordinate with the Board and notify the Board and Lot Owners in writing or e-mail of any concerns, issues and decisions.

The Board will administer an appeal process to resolve any issues arising from BLC decisions. Lot owners will notify the Board in writing or e-mail of BLC decisions that they wish to appeal. The Board will have 30 days to hold an appeals process meeting per Article V, and notify the Lot owners of their final decision. Both the BLC and the complaining party may attend. A simple majority of the Board is required for the final decision.

Board decisions may be appealed to the membership at an Annual or Special Meeting. A two-thirds majority vote of the full Membership is required to change the decision.



## **9.5 Objectivity and Fairness**

The BLC, in the discharge of its obligations ~~hereunder and in its deliberations~~, shall act objectively and fairly in making decisions concerning various plans, specifications, plot plans and landscaping plans submitted to it by various owners for consideration.

Further, the determination of the BLC, as to non-compliance, shall be in writing signed by the BLC chairperson, or BMA Board member if the chairperson is not available, and shall set forth in reasonable detail the reason of non-compliance.

## **9.6 Written Records**

The BLC shall maintain a file of plans and written records of its actions.

# **ARTICLE X**

## Agents and Employees

### **10.1 Agents and Employees**

The Board of Directors may appoint such agents and employees as it shall deem necessary or expedient, which shall hold their positions and exercise such powers and perform such duties as shall be determined by the Board.

### **10.2 Salaries**

The salaries of all agents and employees of the Association shall be fixed by the Board of Directors.

### **10.3 Removal**

The Board of Directors may remove any agent or employee whenever in its judgment the best interest of the Association will be served. Any such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment of an agent or employee shall not of itself create contract rights.

# **ARTICLE XI**

## Amendments to Bylaws

### **11.1 By the Members**

These Bylaws may be amended, altered or repealed at any regular or special meeting of members if notice of the proposed alteration or amendment is contained in the notice of the meeting.

### **11.2 By the Board of Directors**

These Bylaws may be adopted, altered, amended or repealed by the affirmative vote of a majority of the whole Board of Directors at any regular or special meeting of the Board, if a notice of the proposed, alteration or amendment is contained in the notice of the meeting; provided, however, that any amendment by the Board shall be submitted to the members for ratification at the next meeting of members following amendment by the Board.

THIS IS TO CERTIFY that the above and foregoing Bylaws were duly adopted by the members upon the recommendation of the Board of Directors at a duly called membership meeting held on the 22<sup>nd</sup> day of April 2006.

THIS IS TO CERTIFY that the above and foregoing Bylaws were duly adopted by the members upon the recommendation of the Board of Directors at a duly called membership meeting held on the 18<sup>th</sup> day of April 2015.

THIS WILL BE TO CERTIFY that the above and foregoing Bylaws were duly adopted by the members upon the recommendation of the Board of Directors at a duly call membership meeting held on the April 20, 2019,

THIS WILL BE TO CERTIFY that the above and foregoing Bylaws were duly adopted by the members upon the recommendation of the Board of Directors at a duly call membership meeting held on the July 18, 2020