

**RESTATED BYLAWS
CHICAGO ROOFING CONTRACTORS ASSOCIATION**

ARTICLE I: NAME AND OFFICES

Section 1. *Name.* The name of the association is the CHICAGO ROOFING CONTRACTORS ASSOCIATION, incorporated under the General Not for Profit Corporation Act of the State of Illinois (hereafter the "Association").

Section 2. *Offices.* The Association shall maintain a registered office in the State of Illinois and a registered agent at such office. The Association may have other offices within or without the State, as the Board of Directors shall determine.

ARTICLE II: PURPOSES AND OBJECTIVES

Section 1. *Purposes and Objectives.* The purposes and objectives of the Association are:

- a. To support, protect, and advance the Association goals and objectives for the benefit of the industry and its members, including but not limited to the support of legislation that is designed to benefit the members of the industry and the public as a whole, as well as the opposition of legislation that is deemed harmful to the members of the industry and the public as a whole;
- b. To sponsor programs directed towards the furtherance of the interests of the industry and its members;
- c. To perform such functions as shall promote and provide for the welfare of the industry and the public, and engage in all lawful activities appropriate for an industry trade association, including improving communication; conducting research and education activities; representing the industry in its contacts and relations with the government, building code officials and fire marshals, architects, specifiers, engineers, other organizations, and the general public; analyzing and discussing conditions and opportunities affecting or which may affect the roofing contractors industry; and promoting roofing contractors;
- d. To maintain a working relationship with related labor unions affecting the Association members, in particular, Local No. 11 of the International Union of Roofers, Waterproofers and Allied Workers (hereafter "Local No. 11"), or as may be determined by the Board of Directors from time to time; and
- e. To do any and all lawful acts and to perform and furnish any and all lawful services which may be deemed to be useful and desirable in order to carry out any of the above purposes and objectives or to conduct any of the above activities.

ARTICLE III: MEMBERS

Section 1. *Classes and Qualifications for Membership.* The Association shall have four (4) classes of members, as follows:

- a. **Contractor Members.** Any business entity, including an individual proprietor, partnership, company, or corporation (including a subsidiary corporation), which (i) has a regularly established place of business, (ii) has financial and legal responsibility sufficient to carry on the business, and (iii) is engaged in the installation of low slope and steep slope roofing, waterproofing, damp and weatherproofing and air barriers (collectively referred to as "Roofing") as its primary business, and is duly licensed by the State of Illinois as a Roofing Contractor as required by the type of services provided.

This entity must submit evidence that shows it is so qualified, is located in the State of Illinois, City of Chicago or Chicagoland vicinity as determined by the Board of Directors, and has been operating as an Illinois Licensed Roofing Contractor business during application for membership in the Association in the appropriate category. Contractor members may have branch locations.

- b. **Associate Members.** Any business entity, including an individual proprietor, partnership, company, or corporation (including a subsidiary corporation), which (i) has a regularly established place of business; (ii) has financial and legal responsibility sufficient to carry on the business; and (iii) is a manufacturer; consultant, representative, seller, or provider of services to Roofing Contractors; provider of allied products or accessories to the Roofing industry; or supplier of materials or significant components used in the Roofing industry, as its primary business. Associate members may have branch locations, but shall not be engaged in installation services or be Roofing Contractors. Associate members may participate in the Association and other such activities as prescribed by the Board of Directors. Associate members shall not be eligible to hold an elective office in the Association, shall not be counted for a quorum and shall not be entitled to vote for any purpose, except to elect no more than three Associates to serve as a director on the Board of Directors.
- c. **Honorary Members.** Honorary membership may be conferred upon an individual by the Board of Directors, acting by majority vote of all the members of the Board. Honorary members shall not be entitled to voting privileges, shall not hold office and shall not serve on the Board of Directors.
- d. **Friends of CRCA.** CRCA membership may be conveyed upon contractor companies located outside of the CRCA Service Area, who attend CRCA events, participate in committees, and support the association through special assignments at CRCA. There will be no membership fee charged and will not be recognized in the CRCA membership directory or website listing and do not need to be duly licensed by the State of Illinois as a Roofing Contractor. Friends of CRCA members shall not be entitled to voting privileges, shall not hold office and shall not serve on the Board of Directors.

Section 2. *Application Procedure and Admission of Members.* An applicant for membership shall complete and sign the application form provided by the Association and submit it to Association Management, who shall forward it to the Membership Committee Chair for his/her recommendation to the Board of Directors. The application and the Membership Committee Chair's recommendation shall then be submitted to the Board of Directors for consideration at its next regular or special meeting, or by mail ballot or electronic ballot.

The affirmative vote of a majority of the directors shall be required to approve the application at a meeting. The unanimous vote of the directors shall be required to approve the application by mail ballot or electronic ballot. The applicant shall become a Contractor or an Associate member (as appropriate) of the Association, upon approval and receipt of the initial dues payment.

Section 3. *Voting Rights.* Each Contractor member shall be represented in the Association by one Voting Representative and shall be entitled to one vote on each matter submitted to a vote of the general Association membership.

Associate members shall have no voting rights on matters submitted to a vote of the general Association membership with the exception of the election of the one Associate member to the Board of Directors. This elected Associate Board of Directors member shall have voting rights on matters submitted to the Board of Directors.

All subsidiaries and branches of one company, under common ownership or economic control, shall have only one vote among them for all matters submitted for vote.

Section 4. *Voluntary Resignation.* Any member may resign from membership in the Association by filing a written resignation with Association Management, giving sixty (60) days notice of such intention to resign. Such resignation shall not entitle the member to a refund of prepaid dues or relieve the member of its unpaid financial obligations. Proof of delivery of the notice of resignation shall comply with Article XII, Section 7. A resigned member shall immediately cease and desist from using or making reference to the Chicago Roofing Contractors Association in website, literature, advertising, guarantees, social media, etc.

a. No such resignation from any Contractor member who has delegated its bargaining rights to the Association shall become effective, within the three (3) months prior to the termination date of any existing labor contract to which the Association is a party (as bargaining agent) or during negotiations for such a contract. In the event of such resignation, such members shall not thereafter have any right or interest in or to any records, assets, or other property of the Association.

b. A timely resignation, effective within the limitations provided above, shall not serve to change the former members' rights and obligations as an Employer under any existing labor contract negotiated by the Association for such former member (as its bargaining agent) for the remainder of the term of that labor contract. A release with specificity, if any, from such rights and obligations under such labor contract, shall be accomplished only by written agreement of the Association and written agreement of the labor union concerned, pursuant to a written request (for such a release) from the former member, addressed to both the Association and the labor union.

Section 5. Suspension for Failure to Pay Financial Obligations. Any member, who shall be in default for two (2) months or more in the payment of Association dues or financial obligations from the due date, shall be suspended from membership unless the Board of Directors, by a majority vote of all the members of the Board, directs other action. The membership of any member suspended for failure to pay its financial obligations shall terminate at the conclusion of a period of sixty (60) calendar days after its suspension, unless such period is extended by the Board of Directors. In which case, the membership shall, without further action, terminate at the end of the extended period if the financial obligations have not been paid.

Section 6. Termination of Membership. The Board of Directors, by affirmative vote of two-thirds (2/3) of all of the members of the Board, may expel a member for cause after an appropriate hearing, conducted in accordance with due process procedures adopted and approved by the Board of Directors and Legal Counsel. Termination of membership, for whatever reason, shall not relieve the member of its obligations for dues or other financial obligations accrued and unpaid. Upon such termination, the terminated member shall not thereafter have any right or interest in or to any records, assets, privileges, or other property of the Association, and shall cease and desist from using or making reference to the Chicago Roofing Contractors Association in any website, literature, advertising, guarantees, social media, etc.

a. Such expulsion from the Association shall not relieve the expelled member from obligations as an Employer, nor cause the expelled member to lose rights as an Employer under any currently effective collective bargaining agreement (for the remainder of the term of such agreement) for which the Association was the bargaining agent when the agreement was being negotiated or when it was executed. A release with specificity, if any, from such rights and obligations shall be accomplished only by written agreement of the Association and written agreement of the labor union, pursuant to a written request (for such release) from the expelled member addressed to both the Association and labor union.

Section 7. Reinstatement. Upon written request, signed by a former member and filed with Association Management, the Board of Directors may, by the affirmative vote of two-thirds (2/3) of the members of the Board, reinstate such former member to membership upon such terms as the Board of Directors may deem appropriate. These terms may include payment of previously delinquent dues and other financial obligations.

Section 8. Transfer of Membership. Membership in the Association is not transferable or assignable.

Section 9. Additional Classes of Membership. Additional classifications of non-voting members may be created by the Board of Directors, from time to time, to accommodate special needs, contractors not located in Chicago or the Chicagoland vicinity, and/or changes within the Roofing industry.

Article IV: MEETING OF MEMBERS

Section 1. *Annual Meeting.* An annual meeting of the Association shall be held as directed by the Board of Directors for the purpose of electing officers and directors and for the transaction of such other business as may come before the meeting. The Board of Directors may designate the place for any annual meeting. If no designation is made, the place shall be the registered office of the Association in the State of Illinois.

Section 2. *Regular Meetings.* Regular meetings of the Association shall be held at such time and place as designated by the Board of Directors.

Section 3. *Special Meetings.* Special meetings of the Contractor members of the Association may be called by the President, the Board of Directors, the Executive Committee, or upon written request of ten (10) Contractor members having voting rights and filed with the President and Association Management, for the purpose(s) stated in the notice and call of the meeting. The person(s) calling such a meeting shall fix the place and time of the special meeting.

Section 4. *Notice of Meetings.* The Association Management shall deliver written notice stating the place, date and hour of any meeting of members to each member not less than ten (10) calendar days before the date of each Annual or regular meeting, and five (5) calendar days before each special meeting. In the case of a special meeting, the purpose(s) for which the meeting is called shall be stated in the notice. When a meeting is adjourned to another time or place, notice of the adjourned meeting need not be given if the time and place of the rescheduled meeting are announced at the meeting at which the adjournment is taken.

Section 5. *Attendance at Meetings.* Notwithstanding the fact that a Contractor member shall be entitled to only one vote from its Voting Representative on each matter submitted to a vote of the general Association membership, any number or persons regularly employed for a Contractor member may attend at the invitation of the member at any meeting of members, unless otherwise required by these Bylaws.

Section 6. *Quorum.* Twenty-five percent (25%) of the designated Voting Representatives in attendance at the meeting, represented in person or by proxy, shall constitute a quorum at any Association meeting. If a quorum is not present, a majority of the voting members present may adjourn the meeting to another time without further notice. Withdrawal of members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

Section 7. *Manner of Action.* If a quorum is present, the affirmative vote of a majority of the members present and voting shall be the act of the members, unless the vote of a greater number is required by law or these Bylaws.

Section 8. *Proxies.* At any meeting of the general Association membership, a member entitled to vote may vote either in person or by proxy executed in writing by the Association member or by his/her duly authorized Voting Representative. A proxy shall be valid only with respect to the specific meeting for which it is given.

Section 9. *Voting by Mail or Other Means.* Any vote, including the election of directors and officers, may be conducted by mail, facsimile or other electronic means in such manner as the Board of Directors shall determine, consistent with these Bylaws, or as may otherwise be allowed by law.

Section 10. *Informal Action by Members.* Any action required to be taken at a meeting of the Association, or any other action which may be taken without a meeting of the Association, may be taken without a meeting by mail, email, or other electronic means, provided such action receives approval of a majority of the members, or such larger number required by the Bylaws, provided that the number of members casting votes would constitute a quorum if such action had been taken at a meeting of the

members.

ARTICLE V: BOARD OF DIRECTORS

Section 1. *General Powers.* The Board of Directors shall manage the affairs of the Association and shall have general strategic planning and policy-making authority with respect to the interests of the Association as a whole.

Section 2. *Number and Qualifications.* The number of Contractor directors shall be no less than nine (9) and no more than fourteen (14). Additionally, there shall be at least one (1) and no more than three Associate Directors. Each director must be a full-time employee of a member firm. No two (2) individuals representing one Contractor or Associate member firm are to serve as a director or officer during the same year or at the same time.

Section 3. *Election and Tenure.* Members of the Board of Directors shall be elected at the Annual Meeting of the Association members. All Directors (Contractor and Associate) shall serve three (3) year terms of office to succeed directors whose terms then expire, or until election of their successors. No director shall be eligible to serve consecutive three (3) year terms without the interruption of at least one year, with the exception of a director who is an officer. This provision shall not prevent any Contractor member from serving on the Board of Directors as an officer. All directors elected at the Annual Meeting shall take office on January 1st, following the Annual Meeting.

Section 4. *Annual and Regular Meetings.* The annual meeting of the Board of Directors shall be held, without other notice than these Bylaws, in conjunction with the Annual Meeting of the members. The Board of Directors may also meet at such other times as may be determined by the Board. Notice of such regular meetings shall not be required if the time and place of such meetings are fixed by the Board.

Section 5. *Special Meetings.* Special meetings of the Board of Directors and Executive Committee may be called by the President or at the written request of any two (2) directors. The person(s) calling a special meeting of the Board shall fix the time and place of any such meeting and shall state in the notice the purpose(s) for which the meeting is called.

Section 6. *Quorum.* A majority of the Board of Directors, then in office, shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a quorum is present at the meeting, a majority of the directors present may adjourn the meeting to another time without further notice. Withdrawal of directors from any meeting shall not cause failure of a duly constituted quorum at that meeting.

Section 7. *Manner of Action.* If a quorum is present, the affirmative vote of two-thirds (2/3) of the directors present shall be the act of the Board of Directors, except where otherwise provided by law or by these Bylaws. All directors are entitled to cast one vote, including the Immediate Past President and the director elected by the Associate members.

Section 8. *Proxies.* No director may act by proxy on any matter.

Section 9. *Attendance Alternatives.* Members of the Board of Directors may participate in any meeting of the Board through use of a conference telephone or similar interactive technology by means of which all persons participating in the meeting can communicate with each other or through any technology or equipment allowable under law. Such participation in the meeting shall constitute attendance in person at the meeting.

Section 10. *Voting by Mail or Other Means.* Any vote may be conducted by mail, facsimile or other electronic means in such manner as the Board of Directors, in its discretion, shall determine, consistent with these Bylaws, or as may otherwise be allowed by law.

Section 11. *Informal Action.* Directors may take any action that they could take at any meeting of the directors without a meeting by mail, email or other electronic means if a fax, email or other written record of approval of the action so taken is submitted by all the directors entitled to vote on the subject. Such consent shall have the same force and effect as a unanimous vote.

Section 12. *Vacancies.* Any vacancy occurring in the Board of Directors shall be filled by appointment of the President. A director appointed to fill a vacancy shall be appointed for the unexpired term of his/her predecessor, and shall take office immediately upon said appointment.

Section 13. *Removal.* A director may be removed with or without cause, by the affirmative vote of two-thirds (2/3) of the board members entitled to vote on removal of directors, at a meeting at which a quorum is present, provided written notice of the meeting is delivered to all such members at least twenty (20) calendar days before the meeting stating that a purpose of the meeting is to vote on removal of the named director(s).

Section 14. *Compensation.* Directors shall not receive any compensation for their services as directors.

ARTICLE VI: OFFICERS

Section 1. *Officers.* The elective officers of the Association shall be a President, a 1st Vice-President, a 2nd Vice-President, a Secretary, a Treasurer, and the Immediate Past President, all of whom serve by virtue of their office as voting members of the Board of Directors. Officers whose authority and duties are not prescribed in these Bylaws shall have the authority and perform the duties assigned, from time to time, by the Board of Directors.

Section 2. *Election and Term of Office.* The officers of the Association shall be elected by the Contractor members at the Annual Meeting of the Association. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until his/her successor shall have been duly elected. All officers shall take office on January 1st following the Annual Meeting.

Section 3. *Vacancies.* The President may fill any vacancy in any office for the unexpired portion of the term. An officer appointed to fill a vacancy shall be appointed for the unexpired term of his/her predecessor, and shall take office immediately upon such appointment.

Section 4. *Removal.* An officer may be removed with or without cause, by the affirmative vote of two-thirds (2/3) of the members of the Board of Directors entitled to vote on removal of officers, at a meeting at which a quorum is present, provided written notice of the meeting is delivered to all such members at least twenty (20) calendar days before the meeting stating that a purpose of the meeting is to vote on removal of the named officer(s).

Section 5. *President.* The President shall be the principal executive officer of the Association and shall preside at all meetings of the members and of the Board of Directors. Subject to the direction and control of the Board of Directors, the President shall perform all duties incident to the office of President and such other duties as may be assigned by the Board of Directors from time to time. The President shall be party to a labor contract negotiated by the Association and shall be represented by the Labor Negotiating Committee.

Section 6. *Vice Presidents.* In the absence of the President, or in the event of his/her inability or refusal to act, then the 1st Vice President shall perform the duties of the President until the President can resume the duties of his/her office. In the event that the President or 1st Vice President cannot perform their duties, then the 2nd Vice President shall perform the duties of the President until the President or the 1st Vice President can resume their duties of office. The terms of the Vice President shall run concurrently with the other officers and they shall serve without seniority and without automatic succession to the

office of President. The Vice Presidents shall have such other duties as assigned by the President or the Board of Directors from time to time. The 1st Vice President shall be party to a labor contract negotiated by the Association and shall be represented by the Labor Negotiating Committee.

Section 7. Secretary. The Secretary shall cause to be made minutes of meetings and a general report of the Association during the preceding year. He/She shall perform such other duties as assigned by the President or by the Board of Directors from time to time.

Section 8. Treasurer. The Treasurer shall review the activities of Association Management pertaining to the finances of the Association and shall cause to be made regular reports to the Board of Directors on the financial conditions of the Association and the adequacy of the accounting records of the Association. The Treasurer shall have such other duties as assigned by the President or the Board of Directors from time to time.

Section 9. Immediate Past President. The Immediate Past President shall be ex-officio and be a full voting member of the Board of Directors, and shall remain the Immediate Past President as long as his/her immediate successor in such office shall continue to be President of the Association. During such time, he/she shall also be a member of the Executive Committee. The Immediate Past President shall perform all other duties as may be assigned by the President or Board of Directors from time to time.

ARTICLE VII: COMMITTEES

Section 1. Executive Committee. The Executive Committee of the Board of Directors shall consist of the current officers of the Association and the Immediate Past President. During any period between meetings of the Board, the Executive Committee shall be authorized to take any action which the Board itself might take in the management of the Association, except as specifically limited by law or by the Board of Directors. The Executive Committee shall report actions taken and/or make recommendations to the Board by communication or at the next scheduled meeting of the Board of Directors. Meetings of the Executive Committee may be held upon such notice and call as determined by the President or the Board of Directors. The President shall be the Chair of the Executive Committee.

Section 2. Other Committees. The President may appoint one or more committees to accomplish the Association's goals and objectives, each of which shall consist of one (1) or more directors. The President shall designate a least one Chair of each Committee who shall be a director. All such Committees shall make periodic reports to the Board of Directors. The activities of these Committees shall be subject to limitations as may be prescribed by the President or the Board of Directors.

Section 3. Committee Terms. Each member of a committee shall continue until his/her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or ceases to qualify as a member.

Section 4. Trustees. Trustees to any fund of Contractor members, party to an effective collective bargaining agreement, are appointed by the President as established by the terms of the Trust. The terms of the Trust additionally mandate procedures such as Trustee's terms of office, vacancies, removal and other operational procedures. Each Trustee shall continue in office until his/her successor is appointed, or such Trustee ceases to qualify as a member, or a Trust is dissolved.

ARTICLE VIII: DUES, FEES AND ASSESSMENTS

Dues, fees and assessments shall be determined from time to time by the Board of Directors.

ARTICLE IX: ASSOCIATION MANAGEMENT FIRM

Section 1. Association Management. The services of an Association Management Firm may be engaged by the Board of Directors and shall have approval by a majority of the Board of Directors. The

Association Management Firm shall be paid such compensation as may be determined by the Management Committee.

Section 2. Duties. The Association Management Firm shall be an independent company and shall perform such duties as may be required by the Board of Directors. The Association Management Firm shall be responsible to and under the direct control of the President, except as the Board of Directors may otherwise specifically provide. It shall be the principal administrative officer of the Association and shall be custodians of the books, records, papers, seal and other articles of the Association as described in the Association Management agreement.

ARTICLE X: **THE LABOR RELATIONS GROUP AND THE LABOR NEGOTIATING COMMITTEE**

Section 1. Members. Contractor members of the Association, who are a party to the labor contract negotiated by the Association with Local No. 11 or any other union or associated unions, shall become members of the Labor Relations Group and delegate their bargaining rights to the Labor Negotiating Committee. New members of the Association become members of the Labor Relations Group by executing an agreement to be bound to the current agreement with Local No. 11 or any other union. The President shall appoint certain members of the Labor Relations Group to comprise the Labor Negotiating Committee.

Section 2. Responsibilities. The Labor Negotiating Committee shall be responsible for negotiating and administering the collective bargaining agreement for the Association with Local No. 11 or another appropriate bargaining unit as may be determined. Only Labor Negotiating Committee members may take part in the negotiation and administration of the collective bargaining agreement with Local No. 11 or any other union or association of unions. The Labor Negotiating Committee is the sole and exclusive bargaining representative of all members of the Labor Relations Group who have delegated their bargaining rights to the Association. No member of the Labor Relations Group, who has delegated bargaining rights to the Association, may enter into any separate negotiations, discussions or separate agreement (oral or written) with any labor union or association of labor unions which in any way conflicts with, amends or deviates from any collective bargaining agreement entered into by or on behalf of the Association with any union or association of unions. Members of the Labor Relations Group, who have delegated their bargaining rights to the Association, agree to support the Labor Negotiating Committee in its negotiations with any union and shall not enter into any separate negotiations or discussion or reach or attempt to reach any understandings, formal or informal, or execute any agreement with a union that the Labor Negotiating Committee is responsible for negotiating, without the express approval of the Labor Negotiating Committee.

Section 3. Resignation, Revocation, Termination. Members of the Labor Relations Group, whose bargaining rights have been delegated to the Labor Negotiation Committee, may not resign their membership from the Labor Relations Group or the Association or revoke or terminate any bargaining rights delegated to the Labor Negotiating Committee except during the period between one hundred eighty days (180) days and ninety (90) days before the expirations of any existing collective bargaining agreement which the Labor Negotiating Committee has acted as the bargaining representative for members of the Labor Relations Group or until the negotiations for a successor agreement have been concluded and a new agreement reached. For notice of revocation or termination of bargaining rights to be timely, such notice must be sent to the Association, by certified mail, return receipt requested, during the appropriate period set forth in this Article III, Section 4.

ARTICLE XI: LIABILITY, INDEMNIFICATION AND INSURANCE

Section 1. Limitation of Liability. No director, officer, employee, or agent of the Association acting in his/her official capacity shall be liable for damages resulting from the exercise of judgment or discretion in connection with the duties or responsibilities of such director, officer, employee or agent except to the extent dictated by law.

Section 2. *Indemnification.* The Association shall indemnify and hold harmless any person or entity to the full extent required by law, who is or was serving in his/her official capacity at the request of the Association as a director, officer, employee, or agent, and may otherwise indemnify any person or entity to the extent permitted by law.

Section 3. *Insurance.* The Association shall be required to purchase and maintain insurance for such indemnification of the directors, officers, employees, or agents against any liability asserted against the person and incurred in any such capacity, or arising out of the person's status as such, regardless of whether the Association would have the power to indemnify against such liability.

ARTICLE XII: GENERAL PROVISIONS

Section 1. *Contracts.* The Board of Directors may authorize any officer(s) or agent(s) of the Association in addition to the officer(s) or agent(s) so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

Section 2. *Deposits, Checks, Drafts, Etc.* All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select and/or approve. All checks, drafts or other 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(s) or agent(s) of the Association and in such manner as shall, from time to time, be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, the Association Management Executive Director shall sign such instruments.

Section 3. *Fiscal Year.* The fiscal year of the Association shall be conducted on a calendar year from January 1st through December 31st.

Section 4. *Books and Records.* The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and Committees, and shall keep a record giving the names and addresses, both post office and electronic, of all members at the Association headquarters. Any voting member shall have the right to examine, in person or by agent, at any reasonable time or times, the Association's books and records of account and minutes, and to make extracts therefrom, but only for a proper purpose. In order to exercise this right, a voting member must make a written demand upon the Association, stating with particularity the records sought to be examined and the purpose therefore. If the Association refuses examination, the voting member may file suit in the circuit court of the county in which either the registered agent or principal office of the Association is located to compel by mandamus or otherwise such examination as may be proper. If a voting member seeks to examine books or records of account, the burden of proof is upon the voting member to establish a proper purpose. If the purpose is to examine minutes, the burden of proof is upon the Association to establish that the voting member does not have a proper purpose.

Section 5. *Audit.* The accounts of the Association shall be audited on a regular basis by an independent Certified Public Accountant approved by the Board of Directors.

Section 6. *Corporate Seal.* The corporate seal, if any, shall be in such form as the Board of Directors shall prescribe.

Section 7. *Delivery of Notice.* Any notice required to be given by law, or authorized or approved by the Articles of Incorporation or these Bylaws, shall be deemed to be delivered according to the following rules: upon personal delivery; if by mail, when deposited in the United States mail in a sealed envelope, properly addressed, with postage prepaid; if by facsimile, when the facsimile is sent via the facsimile number shown for the member/director in the records of the Association; if electronically, when transmitted to such email address shown for the member/director in the records of the Association; and if

by overnight mail, when deposited with the shipping company in a sealed envelope, properly addressed, with shipping charges prepaid or billed to sender's account.

Section 8. Waiver of Notice. A written waiver of any notice required to be given by statute, the Articles of Incorporation or these Bylaws, signed by the person(s) entitled to such notice whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at a meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the holding of the meeting because proper notice was not given.

Section 9. Use of Funds and Dissolution. The Association shall use its funds only to accomplish the objectives and purposes specified in its Articles of Incorporation, and no part of its funds shall inure or be distributed to the members of the Association. Upon dissolution of the Association, any funds remaining after payment of all debts and liabilities shall be distributed in the manner specified in the Articles of Incorporation of the Association.

Section 10. Compliance With I.R.C. Section 501(c)(6). The Association shall operate and conduct its activities in accordance with those permitted a nonprofit association under Internal Revenue Code Section 501(c)(6).

Section 11. Writing. Actions required to be "written" or "in writing," or to have written consent or written approval of, members, directors, or committee members shall include any communication transmitted or received by electronic means or by any other technology permitted by law and not prohibited in the article of incorporation or by policy or procedure of the Board of Directors. A requirement for a signature shall be satisfied by any means recognized by law, e.g., electronic signature, unless prohibited by policy or procedure of the Board of Directors.

Section 12. Legal Counsel. The Board of Directors shall retain Legal Counsel for the Association upon such terms and conditions as the Board shall deem advisable.

Section 13. Procedure. All meetings of the Association shall be governed by parliamentary law as set forth in the most recent edition of Robert's Rules of Order when not inconsistent with law or these Bylaws or any special rules of order the Association Board of Directors may adopt.

ARTICLE XIII: AMENDMENTS

The power to alter, amend, or repeal the Bylaws or to adopt new Bylaws shall be vested in the Board of Directors, acting by affirmative vote of two-thirds (2/3) of all of the directors. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given. The Bylaws may contain any provisions for the regulation and management of the affairs of the Association not inconsistent with law or the Articles of Incorporation.

Restated and Adopted: November 12, 2013, Restated and Adopted November 24, 2015, Restated and Adopted February 8, 2016

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