

WOODLAND LAKE SHORE HOME OWNERS ASSOCIATION, INC.
RE-STATED AND AMENDED BY-LAWS

ARTICLE I - ARTICLES OF INCORPORATION

The Articles of Incorporation of WOODLAND LAKE SHORE HOME OWNERS ASSOCIATION, INC., a Michigan non-profit homeowners' association, as filed with the Corporation and Securities Bureau of the Michigan Department of Commerce on August 10, 1959 under the Summer Resort Act, Act 137 Public Acts of 1929, amended by Act 133 Public Acts of 1939, and as further amended, are hereby incorporated by reference and adopted in their entirety as a part of the By Laws of the Association.

ARTICLE II - DEFINITIONS

SECTION 1. "Association" shall mean and refers to WOODLAND LAKE SHORE HOME OWNERS ASSOCIATION, INC. a Michigan non-profit summer resort corporation, its successors and assigns.

SECTION 2. "Member" shall refer to the titleholder of a Lot within the subdivision platted as "Woodland Lake Estates No. 1" as recorded in Liber 4 of Plats Page 44 of Livingston County Register of Deeds, and the titleholder of a Lot within the subdivision platted as Woodland Lake Estates No. 2" as recorded in Liber 5 of Plats Page 29 of Livingston County Register of Deeds, except in the instance of a sale on land contract, in which case the land contract purchaser/vendee shall be the Member in lieu of the titleholder.

SECTION 3. "Purpose(s) of the Association" shall refer to the purposes set forth in Article II and IV of the Articles of Incorporation of WOODLAND LAKE SHORE HOME OWNERS ASSOCIATION, INC.

SECTION 4. "Deed Restrictions" shall refer to the Building and Use Restrictions recorded on or about August 18, 1945, in Liber 217, Page 160 – 162, Livingston County Records, and all subsequently recorded amendments. The recording of these Restated and Amended By-laws, shall affirm the Building and Use Restrictions bind Woodland Lake Estates No. 1 and Woodland Lake Estates No. 2.

SECTION 5. "Subdivision" shall mean and refer to the real property located within Woodland Lake Estates No. 1" as recorded in Liber 4 of Plats Page 44 of Livingston County Register of Deeds, or Woodland Lake Estates No. 2" as recorded in Liber 5 of Plats Page 29 of Livingston County Register of Deeds, both of which are residential developments located in the Township of Brighton, Livingston County, Michigan. Each Subdivision is legally described, respectively, in the plat copies attached as Exhibits 1 and 2 to these Restated and Amended Bylaws, and incorporated by reference.

Unless otherwise expressly indicated, a reference to "Subdivision" refers to both Subdivisions collectively.

ARTICLE III - MEMBERSHIP

SECTION 1. Membership in the Association is mandatory and shall be appurtenant to and may not be separated from the titleholder or land contract vendee of any Lot in the Subdivision. No person without title as described above in Article II, Section 2 shall be eligible for membership.

SECTION 2. Membership shall be automatically evidenced by a Member's ownership of a lot in the Subdivision.

ARTICLE IV - VOTING RIGHTS AND PRIVILEGES

SECTION 1. One Vote per Lot: Each titleholder of a Lot within the Subdivision is entitled to one vote on any Association Member matter put to vote, except that Lots owned by husband and wife in tenancy by the entireties shall only be entitled to one vote between them. Any Lot combined by its titleholder with another Lot for the purpose of development and/or combined tax identification shall only constitute one Lot for the purposes of eligibility to vote.

SECTION 2. Eligibility to Vote: The rights of a Member to vote and exercise the privileges to use Association property and facilities, are subject to compliance with all of the following:

- A. timely payment of all duly adopted annual general or special assessments;
- B. compliance with the Deed Restrictions, as amended; and
- C. compliance with all Rules and Regulations of the Association, as shall be promulgated and published to the Membership by the Board of Trustees from time-to-time.

SECTION 3. Member Rights Suspension: The rights and privileges of any Member shall be **AUTOMATICALLY** suspended during any period when such Member is not in compliance with Article IV, Section 2 above. Rights and privileges of the Member shall be automatically restored upon the Member's curing of the non-compliance(s).

ARTICLE V - MEETINGS OF MEMBERS

SECTION 1. Annual Meeting/Quorum: There shall be an annual meeting of the Members which shall be held during the months of August, September or October of each year, as determined by the Board of Trustees, but not on a legal holiday. The meeting shall be held within Livingston County, Michigan. The purpose of the annual meeting shall be to transact such business as may be properly brought before the Members including the election of the Board of Trustees of the Association, or the election of any Trustees if there are vacancies on the Board of Trustees. The Members present shall constitute a quorum for the transaction of business, except as otherwise provided by-law or these By-laws. Whenever a quorum is present, a vote shall carry if fifty-one (51%) percent of the quorum approves except for those matters enumerated below in Section 7 of this Article.

There shall be an exception to this quorum requirement where a business agenda item deals with the disposition of title in real property held collectively by the owners of one or the other Subdivision that make up the Membership, in which case a quorum shall be fifty-one (51%) percent of those Members who own Lots within the Subdivision where the real property at issue lies.

SECTION 2. Location / Conduct of Meetings: All meetings of the Members, whether annual meetings or special meetings, shall be held within Livingston County, Michigan and shall be conducted in accordance with the **AGENDA**.

SECTION 3. Proxy Voting: Except as otherwise provided in the Articles of Incorporation or in a by-law adopted by the Members, a Member entitled to vote at a meeting may vote by a written proxy. The written proxy form shall be created and issued by the Board of Trustees and provided to the Members by the Secretary, along with and at the time of providing the notice of the annual and/or special meeting. A proxy shall be signed by the Member or an authorized agent or representative of the Member. A proxy is valid only for designated meeting. All proxy votes must be submitted to the Secretary before the meeting for the business for which the proxy is exercised.

SECTION 4. Special Meetings: Special meetings of the Members may be called at the written request of the Board of Trustees, or by written petition signed by Members in good standing and representing 15 Lots within the Subdivision. The written petition shall state the purpose or purposes of the proposed special meeting. A quorum shall consist of fifty-one (51%) percent of the Members (in physical attendance or in attendance by written proxy) and a vote shall carry upon fifty-one (51%) percent of the quorum approving other than for those matters enumerated below in Section 7 of this Article.

ANY QUESTION OF MEMBERSHIP SHOULD BE SETTLED BY A DEED OR LAND CONTRACT, NOT A MEMBERSHIP VOTE.

SECTION 5. Duty of Member to Keep Address Current: Each Member shall confirm his/her/their mailing address with the Secretary of the Association. Each member that sells his/her lot, shall provide notice to the Secretary upon sale. Said notice shall provide the name and mailing address of the new member. A complete list of the membership arranged in alphabetical order, with the Lot number and mailing address of each, shall be prepared by the Secretary not less than once annually, and shall be copied and provided to any Member upon written request to the Board of Trustees. The list of all Members shall be made available for inspection by the Members at the annual meeting of the Members.

SECTION 6. Notice Timing: Notice of the annual or any special meetings of the Members shall be given to the Members by the Secretary at least ten (10) days, but no more than sixty (60) days, before any annual or special meeting. Notice of meetings shall be posted at the entrance to the subdivision.

SECTION 7. Annual Meeting Agenda: The Agenda at each Annual Meeting shall include the following business:

- A. Presentation of a full and clear financial statement of the Association, which financial report shall be put to a vote and approved by fifty-one (51%) of the quorum to be accepted;
- B. The assessment of annual dues or special assessments assigned the Membership, and approved by fifty-one (51%) of the quorum to be effective, unless an increase over the previous year's assessment is less than a 10% increase, in which case, only presentation of the annual dues assessment is necessary and no further vote is required;
- C. The election of the Board of Trustees from the Members and approved by a majority of members who vote;
- D. Any proposal to sell land or other property owned by the Association, which shall require approval of fifty-one (51%) of all Members eligible to vote and who own Lots within the Subdivision in which the real property at issue is situated;
- E. Any other business noticed to the Members, which shall only require approval by fifty-one (51%) of the quorum;
- F. New and old business.

ARTICLE VI - BOARD OF TRUSTEES

SECTION 1. Trustee Management: The affairs of the Association shall be governed by a Board of Trustees, which shall have the power and duties necessary for the administration of the affairs of the Association as required and permitted by the Articles of Incorporation and may do all such acts and things as are not prohibited by law, the Deed Restrictions or these By-Laws.

SECTION 2. Eligibility/Number: Only those Members in good standing shall be eligible to serve on the Board of Trustees. The number of Trustees shall be not less than five (5) and not more than seven (7). The Board of Trustees shall be elected by a vote of the Members at the annual meeting, as set forth in Article V, Section 7.

SECTION 3. Enumerated Powers: The powers and duties of the Board of Trustees shall include, but not be limited to, the following:

- A. Create and appoint Members who will serve on an Architectural Control Committee as provided for in the Deed Restrictions, which committee shall be established at the discretion of the Board of Trustees.
- B. Enforce compliance with the Deed Restrictions, Bylaws and Rules and Regulations, as amended, including the institution of legal proceedings.
- C. Establish rules and regulations regarding use of Association property and facilities, and enforce compliance with same, including if necessary, the authority to institute legal proceedings.

- D. Acquire, insure, maintain, upkeep and improve Association property and facilities, including timely paying all insurance premiums and other expenses associated therewith.
- E. Hire, retain, dismiss, and supervise any personnel, consultants or professionals necessary for the maintenance and operation of the Association or its property and facilities.
- F. Prepare and provide to each member by mail and/or by email an Association budget prior to the commencement of each fiscal year and revise such budget as shall be necessary from time to time.
- G. Assess and collect annual and/or special assessments to be paid by each Member.
- H. Implement the purposes of the Association by conduct and acts necessary or incidental to their achievement.

SECTION 4. Terms. Each Trustee shall serve on the Board for three-year terms, which shall be staggered, or until any of the following occur:

- A. such Trustee tenders his/her resignation;
- B. removal as provided in Section 5 below;
- C. said Trustee no longer holds an interest as a title holder or land contract vendee in any portion of the Subdivision.

Upon the occurrence of such resignation, death, incompetence, and/or withdrawal of a Trustee, a new Trustee shall be elected by the Board of Trustees to serve until the next annual meeting. The new Trustee elected by the Board of Trustees shall commence his/her duties as a Trustee immediately upon his/her election.

SECTION 5. Removal: At any special meeting of the Members duly called for the purpose of removal of a Trustee or Trustees, any one or more of the Trustees may be removed, with or without cause, by a vote of two-thirds (2/3rds) of the Members having voting rights. Voting by a Member may be by physical attendance at the special meeting or by written proxy. Any Trustee whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. The Board of Directors may select a replacement Trustee at their option. The elected Trustee shall serve the remaining portion of the removed Trustee's unexpired term. The failure or neglect of the Board of Trustees to call a special meeting of the Members shall not invalidate any lawful action taken by the Board of Trustees thereafter, notwithstanding there may be less Trustees than the number of Trustees required by Section 2, above.

ARTICLE VII - MEETINGS OF THE BOARD OF TRUSTEES

SECTION 1. Regular Meetings: Regular meetings of the Board of Trustees may be held at such time and place as shall be determined, from time to time, by a majority of the Trustees. All meetings of the Board of Trustees shall be open to Members, except that the Board may, by majority vote, hold an executive session when the best interests of the Association require confidentiality related to legal or personnel claims. Written notice of meetings shall be mailed or emailed to each Trustee at least two (2) days prior to the meeting. Any meeting of the Board of Trustees may be held electronically or virtually.

SECTION 2. Special Meetings: Special meetings of the Board of Trustees may be called by the President or any two (2) Trustees. Written notice to each Trustee shall be provided at least two (2) days prior to the meeting by either personal delivery or by email of the notice, which notice shall state the time, place, and purpose of the meeting.

SECTION 3. Notice Waiver. Attendance by a Trustee at a meeting constitutes a waiver of notice of the meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened or called.

SECTION 4. Quorum. At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business, and the acts of a majority of the Trustees present at a meeting at which a quorum is present shall be the act(s) of the Board of Trustees, except as may be otherwise specifically provided by law or by these By-Laws.

SECTION 5. Attendance: A Trustee may participate in any Board of Trustees meeting by a conference telephone or by other similar communication equipment through which all persons participating in the meeting may communicate with the other participants and hear each other. All participants shall be advised of the communications equipment and the names of the participants in the conference shall be divulged to all participants. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting. A Trustee may also vote 3 times per year by written proxy delivered to the Secretary before the call to business of the given Board of Trustee meeting.

SECTION 6. Meetings by Writing: The Board of Trustees may at any time act by a signed written consent, including email, of a majority of the Trustees. A signed copy of such fully executed consent shall be promptly forwarded to each Trustee and recorded in the minutes by the Secretary as a matter of record.

ARTICLE VIII - ELECTION OF OFFICERS

SECTION 1. Election of Officers: The principal Officers of the Association shall be a President, a Vice President, a Secretary, and Treasurer. The Secretary and Treasurer offices may be filled by the same person. All officers shall be elected by and from the Board of Trustees at the first meeting of the Trustees held after the annual meeting of the Members. The Trustees may appoint such other Officers as in their judgment may be necessary.

SECTION 2. Term of Officers: All elected Officers of the Association shall serve a term of one (1) year and shall hold office at the pleasure of the Board.

SECTION 3. Removal: Upon an affirmative vote of a majority of the Board of Trustees at a regular or special meeting, any Officer may be removed, either with or without cause. The successor officer shall be elected at the next regular meeting of the Board of Trustees, or at any special meeting of the Board called for such purpose.

ARTICLE IX- DUTIES OF OFFICERS

SECTION 1. President Duties: The President shall be the Chief Executive Officer of the Association. He/she shall preside at all meetings of the Members and of the Board of Trustees. He/she shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to see that all orders and resolutions of the Board are carried into effect and the power to appoint committees from among the Members from time to time as he/she may, in his/her discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

SECTION 2. Vice President Duties: The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Trustees may appoint another Member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Trustees.

SECTION 3. Secretary: The Secretary shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the Association. He/she shall have charge of such books and papers as the Board of Trustees may direct; and he/she shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall maintain the annual register of the names and addresses of the Members and shall be responsible for the authenticity and certification of the voting rights of the Members entitled to vote at the annual and/or special meeting. The Secretary shall likewise keep a copy of the annual membership registration in the minutes book of the Association.

SECTION 4. Treasurer: The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in the books belonging to the Association. He/she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may, from time to time, be designated by the Board of Trustees. Funds shall be withdrawn from depositories only by such Association Officers as may be from time to time designated and authorized by the Board of Trustees.

SECTION 5. Other Duties: The Officers shall have such other duties powers and responsibilities as shall, from time to time, be authorized by the Board of Trustees.

ARTICLE X - ANNUAL GENERAL ASSESSMENT

SECTION 1. Annual Dues: The Board of Trustees shall determine for each fiscal year the total amount required to operate and carry out Association purposes for such year and shall present the proposed assessment to the Members at the annual meeting but shall not be levied by the Board of Trustees unless approved by fifty-one (51%) of the Members present to vote at any meeting where the annual assessment put up for vote.

SECTION 2. Timing: Once the annual dues are approved as required in Section 1 above, the Board of Trustees shall levy the assessment assigned each Lot within 10 days of approval by the Members. The Board of Trustees shall determine whether the annual general assessment will be payable on a monthly, quarterly, semi-annual, or annual basis. Written notice of the annual general assessment shall be sent by first class mail to the last registered address of each Member by the Secretary or the person appointed for such purpose by the Board of Trustees.

SECTION 3. No Exemptions: No Member may exempt him/herself from liability for annual general assessments assigned his/her Lot by claiming a waiver of the use or enjoyment of any of the Association services, property or facilities, or his/her cessation of occupation of the Lot, or by the sale or transfer of Lot to person or entity.

SECTION 4. Lien: An annual general assessment (including any accrued interest and expenses incurred in its collection) shall constitute a lien on such Lot from the date of assessment until payment thereof, prior to all other liens except liens for taxes by any federal, state, county, or local government and all sums unpaid on a prior mortgage of record. In the event the assessment is not paid by the due date, it shall accrue interest at a rate of interest determined from time to time by the Board of Trustees but in no event more than 1% per month. The Board of Trustees may, at its sole discretion, cause a lien to be recorded in the Livingston County Register of Deeds for any delinquency of an annual or special assessment after the delinquency has continued for 45 days from the due date.

SECTION 5. Enforcement: The Board of Trustees may enforce collection for delinquent annual general assessments by suit at law for a money judgment or by the equitable remedy of foreclosure of the lien securing payment. The remedy selected for enforcement of the lien shall be determined by the Board of Trustees. The expenses incurred in preparing and filing the lien, recording the lien, enforcing the lien, and discharging and recording the lien discharge, including interest, costs, and attorneys' fees, shall be chargeable and collected from the Member in default.

SECTION 6. Non-Dues Related Violations: In addition to the remedies within this Article for non-payment of assessments, the Board of Trustees shall enforce the Deed Restrictions, these By-laws, and all rules and regulations established by the Board of Trustees, from time to time, pursuant to Article IV, Section 3 above assigned any non-complying Member, by assessing fines for non-compliance. A Schedule of fines shall be published to the Member annually and shall become a lien assigned the Lot(s) of the violating Member(s). All expenses incurred in preparing and filing the lien, recording the lien, enforcing the lien, and discharging and recording the lien discharge, including interest, costs, and attorneys' fees, shall be chargeable and collected from the Member in default.

SECTION 7. The obligations for delinquent annual general assessments shall not pass to the Member's successors in title and shall remain a lien on the Lot until fully paid and satisfied.

SECTION 8. In the case of a Lot split, the assessments for such Lot shall be divided between the resulting titleholders. The resulting lots shall each count as one lot and the owners of the lots shall become members of the Association.

SECTION 9. In the case of a Lot combination with another Lot or Lots for development and/or tax parcel identification, the combined Lots shall only be assessed as one Lot.

ARTICLE XI - SPECIAL ASSESSMENTS

SECTION 1. Procedure to Levy: The Board of Trustees shall determine for each fiscal year whether a special assessment is necessary to operate or otherwise carry out Association purposes and shall present the proposed special assessment to the Members. Upon approval by fifty-one (51%) of the Members eligible to vote, the Board of Trustees shall then levy the special assessment assigned the Members.

SECTION 2. Notice: After a special assessment has been levied, the Board of Trustees shall set the due date of the special assessment and determine whether the special assessment is payable in a lump-sum or on an installment basis. Written notice of the special assessment levied shall be sent by first class mail **or email**, to the Member's registered address, or in the absence of a Member's registered address being available to the Board of Trustees, to the Lot address.

SECTION 3. No Member Exempt: A Member shall be liable for any special assessment assessed assigned his/her Lot which is assessed during the time he/she owns said Lot. No Member may exempt him/herself from liability for special assessments assigned his/her Lot in the Subdivision by waiver of the use or enjoyment of any of the Association services, property, or facilities, or by his/her abandonment of his/her Lot, or by the sale or transfer of his/her Lot to a third party, except that special assessments made after a third party becomes Owner shall be assessed to the third party.

SECTION 4. Lien. A special assessment (including any accrued interest and expenses incurred in its collection) shall constitute a lien on such lot from the date of assessment until payment thereof, prior to all other liens except liens for taxes by any federal, state, county, or local government and all sums unpaid on all prior mortgages of record. In the event the assessment is not paid by the due date, it shall accrue interest at not more than 1% per month.

SECTION 5. Enforcement: The Board of Trustees may enforce collection for delinquent special assessments by a suit at law for a money judgment or by the equitable remedy of foreclosure of the lien securing payment. The remedy selected for enforcement of the lien shall be determined by the Board of Trustees. The expenses incurred preparing and filing the lien, recording the lien, enforcing the lien, suit at law and discharging and recording the lien discharge, including interest, costs, and attorneys' fees, shall be chargeable and collected from the Member in default.

SECTION 6. Personal Debt: The special assessment together with interest, collection costs, including reasonable attorneys' fees, shall also be the personal obligation of the Member at

the time such special assessment fee was assessed. The personal obligation for delinquent assessments shall not pass to the successors in title of the Member.

ARTICLE XII – INDEMNIFICATION

SECTION 1. Scope of Indemnification. The Association shall indemnify to the fullest extent authorized or permitted by the Michigan Nonprofit Corporation Act, MCL 450.2101 et seq., any person, or the person’s estate or personal representative, who is made or threatened to be made a party to an action, suit, or proceeding (whether civil, criminal, administrative, or investigative) because the person is or was a Trustee or an Officer of the Association or serves or served in any other enterprise at the request of the Board of Trustees. Persons who are not Trustees or officers of the Association may be similarly indemnified in respect of services rendered to the Association or at the request of the Association to the extent authorized at any time by the Board of Trustees of the Association. The provisions of this section shall apply to Trustees and Officers who have ceased to render service and shall inure to the benefit of their heirs, personal representatives, executors, and administrators. This right of indemnify shall not be exclusive, and the Association may indemnify any person, by agreement or otherwise, on whatever terms and conditions the Board of Trustees of the Association approves. Any agreement for the indemnification of any Trustee, officer, employee, or other person may provide indemnification rights that are broader or otherwise different than those set forth in the Michigan Nonprofit Corporation Act, unless otherwise prohibited by law.

SECTION 2. Authorization of Indemnification. Any indemnification under this Article XII (unless ordered by a court) shall be made by the Association only when authorized in the specific case on a determination that indemnification of the Trustee, officer, employee, or agent is proper in the circumstances because that person has met the applicable standard of conduct set forth in this section and after 10 days’ written notice to all Members of the facts surrounding the request for indemnification. The determination shall be made (a) by the Board of Trustees by a majority vote of a quorum consisting of Trustees who were not parties to the action, suit, or proceeding; (b) if a quorum is not obtainable or, even if obtainable, when a quorum of disinterested Trustees directs, by independent legal counsel (who may be the regular counsel of the Association) in a written opinion; or (c) by the members by a majority vote of a quorum at a meeting of the members.

SECTION 3. Advancing of Expenses. The Association may pay expenses incurred in defending a civil or criminal action, suit, or proceeding described in this Article XII in advance of the final disposition of the action, suit, or proceeding as authorized by the Board of Trustees on receipt of an agreement by or on behalf of the Trustee, officer, employee, or agent to repay the amount unless it is ultimately determined that the person is entitled to be indemnified by the Association as authorized in this section.

SECTION 4. Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Trustee, an officer, an employee, or an agent of the Association or who is or was serving at the request of the Association as a Trustee, an officer, an employee, or an agent of another Association, partnership, joint venture, trust, or other enterprise

assigned any liability asserted assigned that person and incurred by that person in any capacity for the Association or arising out of that status, whether or not the Association would have the power to indemnify that person assigned the liability under the provisions of this section.

ARTICLE XIII – AMENDMENTS

SECTION 1. By-Law Amendment. These Re-Styled and Amended By-Laws may be amended by an affirmative vote by the majority of the Members eligible to vote (in person or by written proxy). The bylaws may be amended by an affirmative of 51% of the members who vote. All bylaw amendments shall be by mail. Members shall have not less than two weeks to return their vote to the Association Post Office Box.

ARTICLE XIV - MISCELLANEOUS

SECTION 1. In the event any of these By-Laws shall be in conflict with or fail to comply with Michigan law, including, but not limited to, the Michigan Non-Profit Corporation Act, the Articles of Incorporation or the Deed Restrictions, the provisions of the law, the Articles of Incorporation and/or the Deed Restrictions shall be controlling.

SECTION 2. The word “he” shall be used as synonymous with the word “she”, and the word “his” synonymous with the word “her”.

SECTION 3. The Association shall neither have nor use a corporate seal.

Adopted:

As Secretary and Officer of the Corporation, I swear and affirm that the above By-Laws were duly adopted on _____ by a vote of fifty-one (51%) percent of the Members eligible to vote.

By:
Secretary