

BYLAWS
OF
CORVETTES UNLIMITED
A Nonprofit Corporation

ARTICLE I

Registered Office and Registered Agent

- 1.1 The registered office of Corvettes Unlimited shall be located in the State of Washington at such place as may be fixed from time to time by the Board of Directors ("Board") upon filing such notices as may be required by law, and the registered agent shall have a business office identical with such registered office. Any change in the registered agent or registered office shall be effective upon filing such change with the Office of the Secretary of State of the State of Washington unless a later date is specified.

ARTICLE II

Members

- 2.1 Meeting Place. All meetings of the members shall be held at the principal place of business of Corvettes Unlimited, or at such other place, within or without the State of Washington, as shall be determined from time to time by the Board, and the place at which any such meeting shall be held shall be stated in the notice of the meeting.
- 2.2 Annual Meeting. The annual meeting of members for election of directors and for transaction of such other business as may properly come before the meeting shall be held the **Last Tuesday in September** in each year at the hour of **7:30 p.m.** if not a legal holiday, and if a legal holiday, then on the day following at the same hour. The time and place of holding any annual meeting may be changed by resolution of the Board of Directors, provided the notification of such change shall meet the notice requirements pursuant to Section 2.4 of this Article.
- 2.3 Special Meetings. Special meetings for any purpose may be called at any time by the President, the Board or by the members having one-twentieth of the votes entitled to be cast at such meeting as set forth in RCW 24.03.075.
- 2.4 Notice of Meeting.

- 2.4.1 Notice of the time and place of the annual meeting of the members shall be given by mail, private carrier, personal delivery, telegram, teletype, wire or wireless of a written or printed notice of the same to each member of record entitled to vote at the meeting, at least ten (10) days and not more than fifty (50) days prior to the meeting.
- 2.4.2 At least ten (10) days and not more than fifty (50) days prior to the meeting, written or printed notice of each special meeting of the members, stating the place, day and hour of such meeting and the purpose or purposes for which the meeting is called, shall be given by mail, private carrier, personal delivery, telegram, teletype, wire or wireless to each member of record entitled to vote at such meeting.
- 2.5 Voting Record. At least ten (10) days before each meeting of the members, a complete record of members entitled to vote at such meeting, or any adjournment thereof, shall be made, arranged in alphabetical order, which record shall be kept on file at the principal office of Corvettes Unlimited or at a place identified in the meeting notice in the city where the meeting will be held for a period of ten (10) days prior to such meeting. The record shall be kept open at the time and place of such meeting for inspection by any member during regular business hours. Failure to comply with the requirements of this subsection shall not affect the validity of any action taken at a meeting.
- 2.6 Quorum and Adjourned Meetings. Members holding one-tenth of the votes entitled to be cast represented in person or by proxy shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the members. If less than a majority of the members entitled to vote are represented at a meeting, a majority of the members so represented may adjourn the meeting from time to time without further notice. If a quorum is present or represented at a reconvened meeting following such an adjournment, any business may be transacted that might have been transacted at the meeting as originally called. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.
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- 2.7 Manner of Acting. Except as may be otherwise provided in the Washington Nonprofit Corporation Act, if a quorum is present, the affirmative vote of the majority of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the members, unless the vote of a greater number is required by these Bylaws, the Articles of Incorporation or the Washington Nonprofit Corporation Act.

- 2.8 Voting of Shares. Except as otherwise provided in these Bylaws on each matter submitted to a vote at a meeting of members, each member shall have one (1) vote. Only members in good standing are entitled to vote.
- 2.9 Fixing of Record Date for Determining Members. For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment thereof, the Board may fix in advance a date as the record date for any such determination. Such record date shall be not more than seventy (70) days, and in case of a meeting of members, not less than twenty (20) days prior to the date on which the particular action requiring such determination is to be taken. If no record date is fixed for the determination of members entitled to notice of or to vote at a meeting, the date and hour on which the notice of meeting is mailed shall be the record date and time for such determination. Such determination shall apply to any adjournment of the meeting.
- 2.10 Proxies. A member may not vote by proxy.
- 2.11 Waiver of Notice. A waiver of any required member notice signed either before or after the time stated therein for the meeting by the person or persons entitled to such notice shall be equivalent to giving notice.
- 2.12 Voting for Directors. Each member entitled to vote at an election of Directors may vote, in person, for as many persons as there are Directors to be elected and for whose election such member has a right to vote, or, unless otherwise provided in the Articles of Incorporation, each such member may cumulate his or her votes and give one candidate a number of votes equal to his vote multiplied by the number of directors to be elected, or by distributing such votes on the same principle among any number of such candidates pursuant to RCW 24.03.085.
- 2.13 Action by Members without a Meeting. Any action required or which may be taken at a members meeting may be taken without a meeting if a written consent setting forth the action so taken is signed by all members entitled to vote with respect to the subject matter thereof. Such consent shall be inserted in the minute book as if it were the minutes of a meeting of the members.
- 2.14 Dues. The annual dues are set by the Board.
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- 2.15 Fees. Fees for various activities will be set by the Board.

ARTICLE III

Members

- 3.1 Certificates. Pursuant to RCW 24.03.065, Corvettes Unlimited shall have one (1) class of members and shall issue a certificate of membership. Membership is open to all individuals, whether owners of Corvette automobiles or non-owners, so long as said Members have an interest in promoting fellowship among those interested in the ownership, history and memorabilia of the Corvette automobile.
- 3.2 Members maintain their good standing in Corvettes Unlimited by proper payment of dues and by conduct consistent with the Bylaws.
- 3.3 Members of Corvettes Unlimited are responsible for their own individual actions including but not limited to maintaining, in full force and effect, a policy of insurance on said Member's vehicle utilized in a Corvettes Unlimited's event.

ARTICLE IV

Board of Directors

- 4.1 General Powers. All Corvettes Unlimited powers shall be exercised by or under the authority of, and the business and affairs of Corvettes Unlimited shall be managed under the direction of the Board, except as may be otherwise provided in the Articles of Incorporation or the Washington Nonprofit Corporation Act.
- 4.2 Number and Tenure. The Board shall be composed of four (4) Director(s) the specific number to be set by resolution of the Board or the members. The number of Directors may be changed from time to time by amendment to these Bylaws, but no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director. Unless a Director dies, resigns or is removed he or she shall hold office until the next annual meeting of members or until his or her successor is elected, whichever is later.
- 4.3 Vacancies. Pursuant to RCW 24.03.105, all vacancies on the Board, whether caused by resignation, death or otherwise, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board. A director elected to fill any vacancy shall hold office for the unexpired term of his or her predecessor and until his or her successor is elected and qualified. Any directorship to be filled by reason of an increase in the number of directors may be filled by the Board for a term of office continuing only until the next election of directors by the members.

- 4.4 Removal of Directors. At a meeting of members called expressly for that purpose, the entire Board or any director thereof may be removed, with or without cause, by a vote of the holders of a majority of members then entitled to vote at an election of directors. If the Articles of Incorporation permit cumulative voting in the election of Directors, then if less than the entire Board is to be removed, no one (1) of the Directors may be removed if the votes cast against his or her removal would be sufficient to elect such Director if then cumulatively voted at an election of the entire Board.
- 4.5 Annual and Regular Meetings. An annual Board meeting shall be held without notice immediately after and at the same place as the annual meeting of members. By resolution the Board, or any committee thereof, may specify the time and place either within or without the State of Washington for holding regular meetings thereof without other notice than such resolution.
- 4.6 Special Meetings. Special meetings of the Board or any committee appointed by the Board may be called by or at the request of the President, the Secretary or, in the case of special Board meetings, any two (2) Directors and, in the case of any special meeting of any committee appointed by the Board or President thereof. The person or persons authorized to call special meetings may fix any place either within or without the State of Washington as the place for holding any special Board or committee meeting called by them.
- 4.7 Notice of Special Meetings. Notice of a special Board or committee meeting stating the place, day and hour of the meeting shall be given to a Director in writing or orally by telephone or in person. Neither the business to be transacted at, nor the purpose of, any special meeting need be specified in the notice of such meeting.
- 4.7.1 Personal Delivery. If notice is given by personal delivery, the notice shall be effective if delivered to a Director at least two (2) days before the meeting.
- 4.7.2 Delivery by Mail or Private Carrier. If notice is delivered by mail or private carrier, the notice shall be deemed effective if deposited in the official government mail or private carrier properly addressed to a Director at the Director's address shown on the records of Corvettes Unlimited with postage prepaid at least five (5) days before the meeting.
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- 4.7.3 Delivery by Telegraph. If notice is delivered by telegraph, the notice shall be deemed effective if the content thereof is delivered to the telegraph company for delivery to a Director at his or her address shown on the records of Corvettes Unlimited at least three (3) days before the meeting.
- 4.7.4 Oral, Telephone, Teletype, Wire or Wireless Notice. If notice is delivered orally, by telephone, teletype, wire or wireless, or in person, the notice shall be deemed effective if given to the Director at least two (2) days before the meeting.

4.8 Quorum and Manner of Acting.

4.8.1 A majority of the number of Directors shall constitute a quorum for the transaction of business at any Board meeting but, if less than a majority are present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. In no event shall a quorum consist of less than one-third of the number of directors.

4.8.2 The act of the majority of the Directors present at a Board meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by these Bylaws, the Articles of Incorporation or the Washington Nonprofit Corporation Act. The directors present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum.

4.9 Waiver of Notice.

4.9.1 In Writing. Whenever notice is required to be given to any director or committee member under these Bylaws, the Articles of Incorporation or the Washington Nonprofit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board or committee appointed by the Board need be specified in the waiver of notice of such meeting.

4.9.2 By Attendance. The attendance of a director or committee member at a meeting shall constitute a waiver of notice of such meeting, except where the director or committee member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4.10 Presumption of Assent. A director present at a Board meeting at which action on any Corvettes Unlimited matter is taken shall be presumed to have assented to the action taken unless his dissent is entered in the minutes of the meeting, unless he files his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or unless he forwards such dissent by registered mail to the Secretary immediately after adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

4.11 Resignation. Any director may resign at any time by delivering written notice to the President, Secretary or registered office of Corvettes Unlimited, or by giving oral notice at any directors or members meeting.

- 4.12 Executive and Other Committees. The Board, by resolution adopted by a majority of the full Board, may designate from among its members one or more committees pursuant to RCW 24.03.115.
- 4.13 Action by Board or Committee Without a Meeting. Any action required or which may be taken at a meeting of the Board or a committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken or to be taken, shall be signed by all directors or committee members as the case may be.
- 4.14 Participation of Directors by Communication Equipment. Members of the Board or committees thereof may participate in a meeting of the Board or a committee by means by which all directors participating can hear each other during the meeting. Participation by such means shall constitute presence in person at a meeting.

ARTICLE V

Officers

- 5.1 Designations. The officers of Corvettes Unlimited shall be a President, Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board. One or more Vice Presidents and such other officers and assistant officers may be elected or appointed by the Board, such officers and assistant officers to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board. Any officer may be assigned by the Board any additional title that the Board deems appropriate. The Board may delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective terms of office, authority and duties. Any two (2) or more offices may be held by the same person except the offices of President and Secretary.
- 5.2 Election and Term of Office. The officers of Corvettes Unlimited shall be elected annually by the Board at the meeting of the Board held after the annual meeting of the members. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as a Board meeting conveniently may be held. Unless an officer dies, resigns or is removed from office, the officer shall hold office until the next annual meeting of the Board or until his or her successor is elected, ~~provided that, any officer who misses five consecutive meetings may be removed by the Board.~~ Only members in good standing may be elected as Officers.
- 5.3 President. The President shall preside at all meetings of members and directors, shall have general supervision of the affairs of Corvettes Unlimited, and shall perform all such other duties as are incident to such office or are properly required of the President by the Board of Directors. When present, the President shall preside over all meetings of members and directors. With the Secretary or other officer of Corvettes Unlimited authorized by the Board of Directors, the President may sign certificates of Corvettes Unlimited, deeds, mortgages, bonds, contracts, or other instruments that the Board has

authorized to be executed, except when the signing and execution thereof has been expressly delegated by the Board or by these bylaws to some other officer or agent of Corvettes Unlimited or as required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

- 5.4 Vice-Presidents. During the absence or disability of the President, the Executive Vice-Presidents, if any, and the Vice-Presidents, if any, in the order designated by the Board, shall exercise all functions of the President. Each Vice-President shall have such powers and discharge such duties as may be assigned to him from time to time by the Board.
- 5.5 Secretary and Assistant Secretaries. The Secretary shall issue notices for all meetings, except notices for special members meetings and special directors meetings called by the requisite number of members or directors, shall keep minutes of all meetings, shall have charge of the seal and the corporate books, and shall make such reports and perform such other duties as are incident to such office or as are properly required of the Secretary by the Board. The Assistant Secretary, or Assistant Secretaries in the order designated by the Board, shall perform all duties of Secretary during the absence or disability of the Secretary, and at other times shall perform such duties as are directed by the President or the Board.
- 5.6 Treasurer. The Treasurer shall have the custody of all monies and securities of Corvettes Unlimited and shall keep regular books of account. The Treasurer shall disburse the funds of Corvettes Unlimited in payment of the just demands against Corvettes Unlimited or as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Board, from time to time as may be required of the Treasurer, an account of all transactions as Treasurer and of Corvettes Unlimited's financial condition. The Treasurer shall perform other duties incident to his office as are properly required of him by the Board. The Assistant Treasurer, or Assistant Treasurers in the order designated by the Board, shall perform all duties of Treasurer in the absence or disability of the Treasurer, and at other times shall perform such other duties as are directed by the President or the Board.
- 5.7 Delegation. In the case of absence or inability to act of any officer of Corvettes Unlimited and, or any person herein authorized to act in the place of such person, the Board may from time to time delegate the powers or duties of such officer to any other officer, director or person whom it may select.

- 5.8 Other Officers. The Board may appoint such other officers and agents as it shall deem necessary or expedient, who shall hold offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.
- 5.9 Resignation. Any officer may resign at any time by delivering written notice to the Chairman of the Board, the President, a Vice-President, the Secretary, or the Board, or by giving oral notice at any meeting of the Board. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 5.10 Removal. Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of Corvettes Unlimited would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.
- 5.11 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Board for the unexpired portion of the term or for a new term established by the Board.

ARTICLE VI

Contracts, Loans, Checks and Deposits

- 6.1 Contracts. The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of Corvettes Unlimited. Such authority may be general or confined to specific instances.
- 6.2 Loans to Corvettes Unlimited. No loans shall be contracted on behalf of Corvettes Unlimited and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.
- 6.3 Limitations. Corvettes Unlimited's powers shall be limited as set forth in RCW 24.03.030.
- 6.4 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of Corvettes Unlimited shall be signed by such officer or officers, and agent or agents, of Corvettes Unlimited and in such manner as shall from time to time be determined by resolution of the Board.

- 6.5 Deposits. All funds of Corvettes Unlimited not otherwise employed shall be deposited from time to time to the credit of Corvettes Unlimited in such banks, trust companies or other depositories as the Board may select.

ARTICLE VII

Indemnification of Officers, Directors, Employees, and Other Agents

- 7.1 Directors and Officers. Corvettes Unlimited shall indemnify its directors and officers to the fullest extent permitted by the Washington Nonprofit Corporation Act (Act), as the same exists or may hereafter be amended (but, in the case of alleged occurrences of actions of omissions preceding any such amendment, only to the extent that such amendment permits Corvettes Unlimited to provide broader indemnification rights than the Act permitted Corvettes Unlimited to provide prior to such amendment).
- 7.2 Employees and Other Agents. Corvettes Unlimited shall have power to indemnify its employees and other agents as set forth in the Act.
- 7.3 No Presumption of Bad Faith. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed, in the case of conduct in the person's official capacity, the person's conduct was in Corvettes Unlimited's best interests and in all other cases, the person's conduct was at least not opposed to Corvettes Unlimited's best interests, and with respect to any criminal proceeding, that the person had reasonable cause to believe that the conduct was lawful.
- 7.4 Advances of Expenses. The expenses incurred by a director or officer in any proceeding shall be paid by Corvettes Unlimited in advance at the written request of the director or officer, if the director or officer:
- (a) furnishes Corvettes Unlimited a written affirmation of such person's good faith belief that such person is entitled to be indemnified by Corvettes Unlimited; and
 - (b) furnishes Corvettes Unlimited a written undertaking to repay such advance to the extent that it is ultimately determined by a court that such person is not entitled to be indemnified by the expenses and without regard to the person's ultimate entitlement to indemnification under this bylaw or otherwise.

- 7.5 **Enforcement.** Without the necessity of entering into an express contract, all rights to indemnification and advances under this bylaw shall be deemed to be contractual rights and be effective to the same extent and as if provided for in a contract between Corvettes Unlimited and the director or officer who serves in such capacity at any time while this bylaw and relevant provisions of the Act and other applicable law, if any, are in effect. Any right to indemnification or advances granted by this bylaw to a director or officer shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction if (a) the claim for indemnification or advances is denied, in whole or in part, or (b) no disposition of such claim is made within ninety (90) days of request therefor. The claimant in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting a claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in connection with an proceeding in advance of its final disposition when the required affirmation and undertaking have been tendered to Corvettes Unlimited) that the claimant has not met the standards of conduct which make it permissible under the Act for Corvettes Unlimited to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on Corvettes Unlimited. Neither the failure of Corvettes Unlimited (including its Board of Directors, independent legal counsel or its members) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because the claimant has met the applicable standard of conduct set forth in the Act, nor an actual determination by Corvettes Unlimited (including its Board of Directors, independent legal counsel or its members) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.
- 7.6 **Non-Exclusivity of Rights.** The rights conferred on any person by this bylaw shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, bylaws, agreement, vote of members or disinterested Directors or otherwise, both as to action in the person's official capacity and as to action in another capacity while holding office. Corvettes Unlimited is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the fullest extent permitted by the law.
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- 7.7 **Survival of Rights.** The rights conferred on any person by this bylaw shall continue as to a person who has ceased to be a director, officer, employee or other agent and shall inure to the benefit of the heirs, executors and administrators of such a person.
- 7.8 **Insurance.** To the fullest extent permitted by the Act, Corvettes Unlimited upon approval by the Board of Directors, may purchase insurance on behalf of any person required or permitted to be indemnified pursuant to this bylaw.

- 7.9 Amendments. Any repeal of this bylaw shall only be prospective and no repeal or modification hereof shall adversely affect the rights under this bylaw in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any agent of Corvettes Unlimited.
- 7.10 Savings Clause. If this bylaw or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, Corvettes Unlimited shall indemnify each director, officer or other agent to the fullest extent permitted by any applicable portion of this bylaw that shall not have been invalidated, or by any other applicable law.
- 7.11 Certain Definitions. For the purposes of this bylaw, the following definitions shall apply:
- (a) "Corvettes Unlimited" includes any domestic or foreign predecessor entity of Corvettes Unlimited in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.
 - (b) "director" means an individual who is or was a director of Corvettes Unlimited or an individual who, while a director of Corvettes Unlimited, is or was serving at Corvettes Unlimited's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic Corvettes Unlimited, partnership, joint venture, trust, employee benefit plan, or other enterprise. A director is considered to be serving an employee benefit plan at Corvettes Unlimited's request if the director's duties to Corvettes Unlimited also impose duties on, or otherwise involve services by, the director to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context requires otherwise, the estate of personal representative of a director.
 - (c) "expenses" include counsel fees.
 - (d) "official capacity" means: (i) when used with respect to a director, the office of director in Corvettes Unlimited; and (ii) when used with respect to an individual other than a director, as contemplated in the Act, the office in Corvettes Unlimited held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of Corvettes Unlimited. ~~"Official capacity" does not include service for any other foreign or domestic Corvettes Unlimited or any partnership, joint venture, trust, employee benefit plan, or other enterprise.~~
 - (e) "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

ARTICLE VIII

Books and Records

- 8.1 Books of Accounts, Minutes, and Share Register. Corvettes Unlimited shall keep books and records of accounts and minutes of the proceedings of the Board and members and shall keep at its registered office or principal place of business, a certificate register giving the names of the members in alphabetical order and showing their respective addresses.
- 8.2 Copies of Resolutions. Any person dealing with Corvettes Unlimited may rely upon a copy of any of the records of the proceedings, resolutions, or votes of the Board or members, when certified by the President or Secretary.

ARTICLE IX

Accounting Fiscal Year

- 9.1 The accounting year of Corvettes Unlimited shall be the calendar year, provided that if a different accounting year is at any time selected for purposes of federal income taxes, the accounting year shall be the year so selected.

ARTICLE X

Amendments

- 10.1 These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board. The members may also alter, amend and repeal these Bylaws or adopt new Bylaws. All Bylaws made by the Board may be amended, repealed, altered or modified by the members.
- 10.2 The foregoing Bylaws were adopted by the Board of Directors on this ^{19th} day of ~~October~~, 1996.
September



Jeff Jones, Director



Jim Doidge, Director



Renee Byrnes, Director



Dave Webb, Director