

The Plainville Camp Grounds Association, Inc.

**Amended and Restated By-Laws
Through August 20, 2016**

Index

Article 1: Organization	2
Article 2: Purpose and Authority	2
Article 3: Membership	2
Article 4: Order of Business	3
Article 5: Meetings	3
Article 6: Voting.....	4
Article 7: Duties of Officers, Directors and Other Elected Officials.....	4
Article 8: Leases & Leaseholders	6
Article 9: Finances	8
Article 10: By-Laws & Miscellany	9
Article 11: Ground Rules.....	9

Article 1: Organization

Section 1

The organization shall be called The Plainville Camp Grounds Association, Inc. and shall be referred to as the Association in the following Articles.

Section 2

The Association is a domestic, non-profit religious group organized under the laws of the State of Connecticut. The Connecticut Historical Commission announced the official listing of the former "New Haven District Methodist Campgrounds (now the Plainville Camp Grounds Association, Inc.)" on the National Register of Historic Places during June of 1980. The Association owns all the land in the Campgrounds and those buildings in the Campgrounds that are owned by the Association.

Section 3

Membership in the Association will not be denied based on race, sex, national origin, or religion.

Article 2: Purpose and Authority

Section 1

The purpose of the organization is the operation of a summer residence, officially opened from May 1 to October 31 of each year. The residents occupy the privately-owned cottages situated on land leased from the Association.

Section 2

Year round occupancy is restricted to those cottages having permanent residency prior to August 1957, *i.e.*, 7 Bristol Avenue, 33 Bristol Avenue, 37 Bristol Avenue, 316 Camp Street and 24 Circle Avenue.

Section 3

The Association shall be empowered to purchase real property and to hold, lease, rent, exchange, or sell real property within the Plainville Campgrounds.

Section 4

The Association shall maintain the Chapel, the Auditorium, the Dining Hall, the Stone House and other buildings deemed necessary. It shall perform any necessary acts to ensure the proper administration of the above.

Section 5

New leases shall be issued or transferred on the books of the Association only to persons who have appeared before the Admissions Committee and been recommended for approval by the Admissions Committee and approved by the Board of Directors before occupancy can take place.

Article 3: Membership

Section 1

The Parker Memorial Chapel is the Physical and Spiritual Center for the Organization. It is expected that only those who wish to uphold the traditions laid down by its founders as embodied in the Chapel will become members of the Association.

Section 2

Only owners of cottages on the Campgrounds shall be members of the Association, and only members of the Association shall own cottages. If a person owns an interest in a cottage as a joint tenant and is not a member of the Association, that person shall be required to apply for membership as provided in Article 8 (including payment of all applicable fees) if either (a) no other joint tenant of the cottage is a member or (b) the non-member joint tenant resides in the cottage for more than 30 consecutive days in any calendar year.

Article 4: Order of Business

Section 1

Roberts Rules of Order shall be the guide to Parliamentary procedure.

- A. Roll Call
- B. Reading of Minutes of previous meeting
- C. Financial Secretary's Report
- D. Treasurer's Report
- E. Committee Reports
- F. Old and Unfinished Business
- G. New Business
- H. Good and Welfare
- I. Adjournment

Section 2

Should a conflict arise as to the interpretation or meaning of any By-Law, it will be resolved at a meeting by a majority vote of the entire Board of Directors. Board Members will be notified about the subject at least three days prior to the scheduled meeting.

Article 5: Meetings

Section 1

The Association shall meet annually on the third Saturday in August at a pre-announced location on the grounds.

Section 2

Until September 1, 2017, the Board of Directors shall consist of five Officers and nine Directors elected in accordance with these By-Laws. On and after September 1, 2017, the Board shall consist of five Officers and six Directors elected in accordance with these By-Laws. The Board of Directors shall meet twice a month during June through September (approximately two weeks apart) with the final meeting being held at the discretion of the Board of Directors. A complete schedule must be posted at the beginning of each season. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through, the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 3

Special meetings of the Board of Directors may be called at any time by the President and the Board may be polled at any time when urgent matters arise that would make waiting for the next regular meeting impractical. As always, a quorum is needed.

Section 4

A meeting must be held, if requested in writing delivered to the President or Secretary by three or more Directors or upon written request delivered to the President or Secretary by 15 members of the Association. Written notice of all special Association meetings shall be sent by the Secretary at least ten days in advance of such a meeting to members at their last known address.

Section 5

Written notice of the first Directors' meeting of each year shall be sent at least ten days in advance to the last known address of each director. This notice shall be deemed given if it is sent by email and receipt of the email is acknowledged by the recipient.

Section 6

At all Board of Directors meetings until September 1, 2017, nine Directors and/or Officers shall constitute a quorum for the transaction of business. On and after September 1, 2017, seven Directors and/or Officers shall constitute a quorum.

Section 7

Actions required or permitted to be taken by the Board of Directors may be taken without a meeting if each Director signs a consent describing the action taken or to be taken and delivers it to the Secretary of the Association. An action taken under this section is the act of the Board of Directors when one or more consents signed by all the Directors are delivered to the Secretary of the Association. The consent may specify the time at which the action is to be effective. A Director's consent may be withdrawn by a revocation signed by the Director and delivered to the Secretary of the Association prior to delivery to the Secretary of the Association of unrevoked written consents signed by all the Directors. For purposes of this section, an email from a Director to the Secretary of the Association shall be deemed a sufficient writing for an action taken by unanimous written consent. Each action taken by unanimous written consent shall be ratified by the Board of Directors at its next Regular Meeting at which a quorum is present.

Article 6: Voting

Section 1

At the Association Annual Meetings, members shall vote in person or by Absentee Ballot form. No cottage owner delinquent in his/her Association dues, fees, penalties, special assessments, or any other payment required to be paid to the Association or delinquent in delivering to the Association any document required to be delivered by the member will be allowed to vote or hold office. Absentee ballot forms may only be obtained from and must be returned to the Association Secretary who will submit them to the Inspector of Elections.

Section 2

Each cottage represents one vote regardless of the number of owners of the cottage.

Section 3

The presence of not less than 20 members of the Association shall constitute a quorum necessary to conduct the business of the Association at the Annual Meeting.

Section 4

An Inspector of Elections shall not be a candidate for office or have a personal interest in the election/motion being voted upon.

Section 5

At all meetings, except for the election of Officers and Directors, voting shall be by a show of hands. Voting at the Annual Meeting for each contested Office and to elect Directors (if there are more nominees for Director than there are vacancies) shall be by written ballot. In contested elections for Officers and for Directors, persons who receive a plurality of the valid votes cast shall be elected. A majority of the persons present at any meeting may also request that voting be conducted by written ballot for any other matter on which a vote is taken.

Section 6

No two members of a household shall serve on the Board of Directors at the same time.

Article 7: Duties of Officers, Directors and Other Elected Officials

Section 1

At the Association Annual Meetings, the members of the Association shall elect by ballot individuals to fill the following positions: President, Vice-President, Secretary, Treasurer, Financial Secretary and for all Annual Meetings commencing with the August 19, 2017 Annual Meeting, that number of Directors so that the Association will have six non-Officer Directors for the next fiscal year. A Nominating Committee of five plus two alternates will also be elected. Immediately following the Annual Meeting, this Committee shall meet and choose a chairperson and notify the Secretary of the Board of their decision. All of these will assume their offices on September 1 following the Annual Meeting.

No Association member who will be a candidate for office shall serve on the Nominating Committee. If running for office, he/she must resign from the Committee immediately.

- A. All officers will be elected to one year terms; each may succeed themselves for three additional terms. The officers, *i.e.*, President, Vice-President, Secretary, Treasurer, and Financial Secretary, upon their election shall become members of the Board of Directors, acting in such capacity during their term in office.
- B. The Board is intended to be staggered so that the terms of one-third of the non-Officer Directors expires each year. If more than one third of the non-Officer Directors' terms expire in any year, these positions shall be filled in such a manner that one-third of the non-Officer Directors positions expire in each of the next three years. No Director shall serve more than six consecutive years.
- C. Vacancies in the office of President, Vice-President, Secretary, Treasurer, and Financial Secretary or Directors shall be filled by the Directors at the earliest possible time. In the case of a vacancy in any office, appointees elected by the Board shall act to the end of the present term year.
- D. Any Officer or Director who is absent for four regularly called meetings of the Board of Directors in the same fiscal year shall have his/her office declared vacant. Absences caused by illness or family emergencies will be taken into consideration by the Board. A successor will be chosen at the fourth inexcusable absence by the Board of Directors to fill the position until the next election.

Section 2

The President shall:

- A. Preside at meetings of the Association and Board of Directors and have general supervision of the Association
- B. Present a written report of the work of the Association to the Annual Meeting
- C. Appoint the following standing committees and any other committees that may be deemed necessary. Such committees shall consist of at least three members of different households: ADMISSIONS, AUDIT, BY- LAWS, CHAPEL, FINANCES & BUDGET, IMPROVEMENTS, LEASES, LONG-RANGE PLANNING, OPERATIONS and TOWN AFFAIRS
- D. See that all books, reports, and certificates – as required – are properly kept on file
- E. Serve as ex-officio member of all committees except Nominating
- F. Have such powers as may seem reasonably construed as belonging to the Chief Executive of any operation
- G. Be one of the officers who may sign checks for the organization

Section 3

The Vice-President shall:

- A. In the event of absence or inability of the President to exercise the office for a short period of time, become the acting President with all the rights, privileges and powers of a duly-elected President
- B. Be assigned projects to oversee and/or perform
- C. Assume responsibility for the grounds and supervision of the Grounds Keeper

Section 4

The Secretary shall:

- A. Keep the minutes and records in appropriate books and be the official custodian of the records
- B. Serve all notices of the Association
- C. Present all communications to the membership
- D. Attend to all correspondence of the Association and perform all other duties incident to the office of Secretary
- E. Cast one vote (if no objections) when only one nominee is presented for office

Section 5

The Treasurer shall:

- A. Under the supervision of the President and Board of Directors, have the care and custody of all the monies belonging to the Association and be solely responsible for such monies or securities
- B. Sign checks and pay duly authorized bills and keep permanent records. Each check over \$400.00 will require two signatures (of the Treasurer, Financial Secretary, or President)
- C. Keep the checkbook and other bank books. Make deposits in Association-designated banks if necessary
- D. In collaboration with the Accountant, supervise the preparation of the Annual Income Tax and in collaboration with the Financial Secretary, make an Annual Report to the Association
- E. Submit all records to the Auditing Committee on an annual or unscheduled basis. Submit a summary report showing all the transactions of the Association at the Annual Meeting in August
- F. Be bonded at the expense of the Association
- G. Provide an up-to-date cumulative report of expenditures at the first Board of Directors Meeting each month during the season and once monthly to the President while the Campgrounds are not open
- H. Provide a written report for all members at the Annual Meeting

Section 6

The Financial Secretary shall:

- A. Under the supervision and direction of the President send out bills to members
- B. Upon receipt of monies, deposit them in a checking account, or other holding account, designated by the Board of Directors
- C. Furnish the Treasurer with a list of sources and amounts of money received and deposited and maintain duplicate records of same
- D. Be bonded at the expense of the Association
- E. Provide an up-to-date cumulative report of receipts at the first Board of Directors Meeting each month during the season and once monthly to the President while the Campgrounds are not open
- F. Provide a written report for all members at the Annual Meeting
- G. Be one of the officers who may sign checks for the Association
- H. Assume responsibilities of the Treasurer if he/she is absent or incapacitated

Section 7

The Directors shall have the authority to appoint a Grounds Keeper (who shall not serve on the Board of Directors) and conduct the affairs of the Association within the scope of its Certificate of Incorporation. They shall have the power to adopt rules to protect and promote the health, welfare and safety of the community. Their authority shall not extend to matters affecting the existence of the corporation or any fundamental changes in its business and powers, or the purchase of real estate and/or sale of the Dining Hall, Auditorium, Chapel, Stone Workshop and/or Association land.

Section 8

The Nominating Committee shall, prior to the Annual Meeting, present to the Secretary for distribution to the members of the Association a list of all candidates running for open positions as Officers and to fill vacancies on the Board of Directors. If more than the minimum required number of candidates is seeking election to any office or to the Board, the candidates shall be listed by office and for the Board in alphabetical order. Nominations from the floor will also be accepted at the Annual Meeting. Elections of Officers and Directors shall be determined in the manner specified in Article 6, Section 5 of these By-Laws.

Article 8: Leases & Leaseholders

Section 1

Leases of land will be issued for 25-year periods with the privilege of renewal. The first year of the lease is a probationary period. An initial processing charge of \$300.00 will be assessed. This charge will be refunded if the applicant does not become a member of the Association for any reason. Each applicant will also be required to reimburse the Association for the actual cost of a background check on the applicant if a background check is required by the rules of the Board in effect at that time. The lease is revocable at the sole discretion of the Board of Directors in the event of any continued violation of the By-Laws and/or Rules and Regulations of the Association or State/Town laws/regulations effective now or in the future.

A lease provides the cottage owner only the right to occupy and use the ground on which their cottage stands. There are no provisions to purchase or rent extra lots. Parking will be available for two cars per cottage at no additional cost to the owner. Parking spaces are not necessarily next to the owner's cottage or near the cottage.

An Association member, while still in the one-year probationary period, will not be allowed to own more than one cottage.

Section 2

Leases may be issued or transferred by the Lease Committee, only by persons recommended by the Admissions Committee and approved by the Board of Directors and by adhering to the provisions of Article 8, Sections 1, 2 and 3.

Section 3

A newly-proposed leaseholder who is not a member of the Association must apply for membership through the Admissions Committee and present the following:

- A. A letter of reference from a person who has known the proposed leaseholder for at least five years, preferably from a resident of the Camp Grounds
- B. A letter from his/her pastor a spiritual leader or other document confirming that the proposed leaseholder intends to attend Campground Chapel Services whenever possible
- C. Documentation from a bank or employer containing the leaseholder's name and address
- D. A signed application for membership

The Admissions Committee shall meet with the proposed leaseholder and make any inquiries they deem pertinent and report findings to the Board of Directors.

Prior to meeting with the Admissions Committee and before the new lease is issued, the proposed leaseholder shall be presented with a current copy of the By-Laws of the Association.

The proposed leaseholder shall subsequently sign a written statement indicating that he/she has read, understands and agrees to abide with all the By-Laws and Rules of the Association.

Section 4

Cottages may be transferred between Association members in good standing after they (a) pay all required fees to the Association for processing the transfer and (b) give written notification to the Board of Directors and Lease Committee so that necessary documents can be filed with the Town of Plainville.

Section 5

Upon approval of a sale or transfer, the Chairman of the Lease Committee shall:

- A. Notify the present leaseholder
- B. Obtain a signed Termination of the existing lease
- C. Make sure the present leaseholder has paid all indebtedness to the Financial Secretary
- D. Report to the Directors
- E. Issue a new lease
- F. Notify the Town of Plainville in writing of the change in ownership of the cottage

Section 6

Leaseholders who wish to (a) rent their cottage for any period of time or (b) have a guest or adult family member reside in the cottage for more than 30 days in a calendar year must notify the Secretary of the Association in writing in advance and obtain the approval of the Board of Directors in writing before occupancy takes place. Except for those cottages listed in Article 2, Section 2, no rentals will be permitted from November 1 to May 1. Leaseholders are responsible and liable for the conduct of their lessees and guests.

- A. No person or family is permitted to rent a cottage (or combination of cottages) from an owner (or owners) for more than two months in any calendar year.
- B. No person or family is permitted to rent a cottage (or combination of cottages) from an owner or owners for more than two years.
- C. No owner of a cottage may rent a cottage to other persons for more than an aggregate of two months in any calendar year.
- D. No owner of a cottage may rent the cottage in more than two consecutive years.

These restrictions are intended to prevent cottages from being used primarily as vehicles for income and to prevent long term and multiple-year rentals of cottages.

Section 7

The Board of Directors or the Improvements Committee must approve, in writing, plans and specifications for construction or changes to present buildings and the grounds surrounding a member's cottage. In considering requests for changes, the Improvements Committee and the Board shall give due regard to the historical and existing character of the Campgrounds. For matters requiring Board approval, work cannot begin before Board approval. Permits may also be required from the Town of Plainville.

Section 8

Leaseholders must keep the grounds leased from the Association and all structures standing on those grounds in good order. When, in the opinion of 2/3 of the quorum present at the Board of Directors meeting, a leaseholder allows either his grounds or building to deteriorate to the point that it detracts from the beauty and safety of the Plainville Camp Grounds, the leaseholder shall be informed, by the President, in writing, of the specific repairs that are needed. If an ongoing effort to make the repairs has not started within 30 days of the written notice, and completed within 60 days, the Board of Directors may cancel the lease unless the Board of Directors grants additional time if the situation warrants.

Section 9

Leaseholders must obtain liability insurance on their cottage. In addition, fire insurance is strongly recommended.

Section 10

Each household shall be restricted to owning the cottage in which they reside and not more than one additional cottage.

Section 11

No private cottage shall be used for other than residential purposes. The use of any cottage for dead storage or for activity not considered residential is strictly prohibited.

Article 9: Finances

Section 1

The Association fiscal year shall begin on September 1, commencing with the fiscal year beginning September 1, 2017.

Section 2

Prior to the Annual Meeting, the books of the Association shall be examined by the Auditing Committee consisting of three non-Directors appointed by the President.

Section 3

The Annual Budget and member's dues will be discussed at the Directors' meeting held in August before the Annual Meeting date and the Board will make a recommendation to the general membership. The Board will review the annual financial report in making its recommendation.

Section 4

Each year the Association may continue to collect dues which are the same or less. The Association may not increase the dues or charge an assessment without specific authorization by the members. Town related fees (water and sewer) may be subject to increases approved by the Board of Directors.

Section 5

Association membership fees and dues shall be due and payable on July 1 for the ensuing year. Association dues, land lease fees, and water and sewer fees that are unpaid on August 1 of that calendar year shall be assessed \$50.00 with an additional \$50.00 assessment each ensuing month. At the discretion of the Board of Directors, and upon a claim by the member of financial hardship, the Board may allow dues, fees and penalties to be paid by the particular member in installments, the timing and number of which shall be fixed by the Board in its discretion.

Section 6

Leaseholders who (a) have not completed repairs within the time limits set by the Board of Directors under Article 8, Section 8 or (b) are delinquent by one year or more for Association dues, fees, penalties, sewer assessment, taxes etc. shall forfeit their lease 30 days after written notification from the Board of Directors is mailed to the leaseholder's last known addresses. In such case, the leaseholder's cottage and all other improvements on the property will become property owned by the Association and will be sold by the Association. Any balance left after paying the leaseholder's indebtedness, expenses of sale, interest and Association legal fees will be paid by the Association to the leaseholder. In implementing this Section, extenuating circumstances may be considered by the Board in its discretion.

Article 10: By-Laws & Miscellany

Section 1

These By-Laws may be altered, amended, repealed, or added to following the affirming vote of not less than two-thirds of the quorum present at the Annual Meeting of the Association, provided members are notified by a notice posted on the camp bulletin board at least two weeks prior to the anticipated meeting.

Section 2

All By-Laws shall take effect upon adoption.

Section 3

ALL OFFICERS AND DIRECTORS AND MEMBERS OF THE ASSOCIATION ARE EXPECTED TO ATTEND AND SUPPORT THE SOCIAL AND RELIGIOUS FUNCTIONS OF THE ASSOCIATION.

Section 4

As provided in Article 2 of the Articles of the Association, in the event of the dissolution of the Plainville Camp Grounds Association, Inc., after all debts of the Association are paid, the remaining assets of the Association shall be donated to a charitable organization that is exempt from tax under section 501 (c) (3) of the Internal Revenue Code. The action to be taken at that time will be decided by the Association members at a duly called meeting. In any such donation of the remaining assets of the Association, the Christian roots and heritage of the Camp Grounds are to be kept in mind in the distribution of the assets.

Article 11: Ground Rules

Section 1

All leaseholders are required to conform to the Association By-Laws and Ground Rules. Failure to abide by them may result in revocation of the lease upon a vote of 2/3 of the majority of the quorum at a legal Board of Directors Meeting. Other appropriate measures, such as liens, fines, or loss of voting privileges may be invoked.

Section 2

No vehicles shall be left standing on any Avenue or Street AND NO UNREGISTERED VEHICLES WILL BE ALLOWED ON THE CAMP GROUNDS AT ANY TIME. Off season parking of one currently registered automobile per cottage will be allowed in a designated area and removed by June 1st of the current camp year.

Section 3

Cottage owners of recreation vehicles, trailers and boats shall not be parked at the cottage site except for loading and unloading up to 24 hours except upon the approval of the Board of Directors. As long as designated space is available near the stone house, year round parking will be provided for vehicles no longer than 36 feet. The Association denies responsibility for all vehicles. NO ONE WILL BE ALLOWED TO SLEEP IN ANY VEHICLE AT ANY TIME, REGARDLESS OF SIZE.

Section 4

No person shall cut any trees or limbs from any tree without the authorization of the Operations Committee.

Section 5

Trash will be picked up at each cottage twice weekly from May 1 to October 1. All garbage should be contained in plastic bags, properly secured and placed near the road for pick-up at a time determined by the Operations Committee. If trash is placed for pickup the evening before, it must be placed in a covered container. No trash will be picked up on holidays. Individual cottage owners will be responsible for proper disposal at all other times. NO BURNING OF TRASH WILL BE ALLOWED. No tree limbs, branches, leaves, etc. may be disposed of in the wooded areas of the Association property.

Section 6

- A. No smoking will be allowed in Association-owned buildings.
- B. Alcoholic beverages will not be allowed in the Chapel.

Section 7

The Association reserves the right to exclude all disorderly or undesirable persons. Association members should consider it their duty to report any persons conducting themselves in an unbecoming manner.

Section 8

The use of intoxicating liquor or drugs, to the detriment of other residents, shall be sufficient cause for presentation to the Board of Directors for proper action.

Section 9

No new buildings or major additions to existing buildings, or outbuildings or temporary structures may be moved, placed, or constructed at any cottage site. Alterations which will physically change the architectural appearance of the unit will not be allowed, and will be strictly enforced, as we are bound by the regulations set up by the Town of Plainville's Building Department and the Secretary of the Interior under the provisions of the National Historic Preservation Act of 1966.

All structural changes must be submitted to the Improvement Committee and are subject to approval by the Board.

The following exceptions are noted:

A. Attached Sheds

An attached exterior shed to an existing cottage shall not exceed 3 ft deep X 6 ft long X 8 ft high. It must be constructed of wood, attached to the building and must have been properly submitted to the Improvements Committee, approved by the Board of Directors and building permits obtained if necessary. There shall be no egress from the interior of the cottage since that would change the footprint of the building which is against town building codes.

B. Free Standing Sheds

None will be allowed in accordance with edicts from the Town of Plainville's Building Department.

C. Decks

Ground level decks (patios) must be submitted to the Improvements Committee and approved by the Board and do not require a building permit. Raised decks require a building permit, after Board approval, but cannot be attached to the building. Specifications are set forth in the Town of Plainville's Deck Requirements. Copies are available from the Secretary of the Association.

Section 10

The conducting of a retail or wholesale business of any kind from the cottages or Association-owned buildings is prohibited.

Section 11

Dogs MUST be kept on a leash at all times. Lease holders are limited to the possession of two animals in any one cottage. Owners must promptly clean up after their animals.

Section 12

A speed limit of 5 MILES PER HOUR must be observed on all roads within the Campgrounds for safety purposes.

Section 13

No cottage will be listed for sale with a Real Estate agent and/or advertised in any publication. No "For Sale" or "For Rent" signs will be permitted on any privately-owned or Association-owned property. Owners of cottages for sale will be assisted in their selling by an Association-designated committee.

Section 14

No outside or inside work which is noisy will be allowed between 2:00 PM and 5:00 PM on Sunday during the period when Chapel is taking place, or before 8:00 AM or after 8:00 PM at any time.

Section 15

Use of Association-owned buildings by Association members will be allowed for a nominal donation after application form and approval by the President of the Ladies Guild. Persons wishing to conduct a tag sale or reserve an Association-owned building for private use should advise the President of the Ladies Guild to avoid scheduling conflicts.

Section 16

No repair to motor vehicles or motorized equipment that takes more than two days to complete is allowed.

Section 17

After June 1, if the cottage owner does not properly maintain the yard around the cottage by mowing the grass, trimming bushes and raking leaves, the Grounds Keeper will be required to perform these actions and the cottage owner billed accordingly.

Section 18

Monetary fines, liens, or loss of voting privileges will be levied by the Board of Directors for failure to abide by these By-Laws or for lateness in the payment of assessments.

These By-Laws were adopted as printed above. They were last amended at the Annual Meeting of Members held on August 20, 2016.