

BYLAWS OF THE KRAFT TENNIS PARTNERS, INC.

DATED 19 Oct 2008

AMENDED: 19 April 2009, 1 November 2009, 25 April 2010, 13 Nov 2011

11 November 2012, 10 November 2013, 8 June 2014, 2 August 2015, 13 November 2016

TYPOGRAPHICAL ERRORS CORRECTED 2 February 2016

ADDENDUM (A): 25 April 2010

APPENDIX [A] : 10 November 2013 APPENDIX [B] 2 August 2015

ARTICLE 1- BYLAWS

ARTICLE 1.1: BYLAWS. These bylaws provide the procedures for the operation of the Kraft Tennis Partners, Inc. (hereinafter called the KTP), incorporated on 28 July 2008, in the state of Florida.

ARTICLE 1.2: LEGISLATIVE BASIS. The members of the KTP are governed by these bylaws.

ARTICLE 1.3: GOVERNANCE. The KTP shall be governed by its members within the terms and conditions set forth in the bylaws. A Board of Directors shall enact decisions of the members and ensure that all provisions of the BYLAWS are properly enacted.

ARTICLE 1.4: NONPROFIT STATUS. The KTP is not empowered to engage, except as an insubstantial part of its activities, in endeavors other than those related to the purposes outlined in the Articles of Incorporation. No part of the funds received by the KTP shall inure to the benefit of any member; and no Officer, Director or member shall receive or be entitled to any pecuniary profit from the operations thereof, except for reimbursement of expenses incurred by them on behalf of the KTP and as authorized by the Board of Directors.

ARTICLE II – MEMBERSHIP

ARTICLE 2.1: MEMBERSHIP. Each individual who is a legal member of the KTP is an owner of an undivided proportionate interest in the funds and assets of the corporation. Decisions of the KTP will be taken by vote of the members with one (1) vote allocated to each member. All expenses of KTP shall be assessed as a common expense of the members, proportionate to the number of current members. Membership is limited by court availability. Membership additions are recommended by the KTP Board and subject to the vote of the current membership. A waiting list of potential new members will be maintained by date received and will be posted on the KTP website as well as in the KTP Clubhouse. The cost remains free for all players currently on the KTP waiting list. However, when someone's name comes up, declining to join KTP but wishing to remain on the waiting list will only be possible with a \$200 nonrefundable deposit. This deposit will go toward the initiation fee when becoming a member at the next offer join; declining again will forfeit the deposit and wanting to stay on the waiting list will require a new \$200 nonrefundable deposit applicable toward initiation fee as stated above. For those currently on the waiting list, this rule will take effect at the time they decline to join but desire to be placed back on the waiting list. Members having resigned KTP and wishing to join KTP again will have to pay the \$200 nonrefundable deposit to be placed on the waiting list.

ARTICLE 2.1 a: Each KTP member must also become a member of and remain in good standing with the Kraft Athletic Club (KAC).

ARTICLE 2.1 a.1 All KTP members must agree to and sign the Tennis Membership Agreement shown in Appendix A of the KTP By-Laws dated 15 November 2015.

ARTICLE 2.1 b: Members wishing to terminate their membership may do so in any of the following manners: (1) Transfer membership by name to a relative (2) Transfer it to the KTP for resale to the first individual on the KTP waiting list and be refunded their initial membership fee (3) Sell it on the open market if options 1 & 2 are unavailable.

Article 2.1 b.1: A member wishing to terminate a KTP membership will officially notify the KTP Membership Chairman either by Email (KTPBoard@gmail.com) or US Postal service of the intent to terminate. The KTP Membership Chairman will confirm receipt of this resignation by reply e-mail or by regular mail. This reply will serve as confirmation of resignation and officially establish the date of resignation. Under the rules of ARTICLE 2.1.b: if option (1) is selected, resigning member will provide name, address, and phone number of relative. There will be no reimbursement of current quarter maintenance fees paid or initial membership fee. If option (2) is selected, resigning member will receive refund of his/her initial membership fee from KTP without waiting for a "replacement" member provided that the number of currently retained initiation fees is 185*(or adjusted per provision below*) or more. If the number of retained initiation fees is 184(or adjusted per provision below*) or less when the member resigns, then the resigning member will receive refund of his/her initial membership fee from KTP upon payment of initial membership fee by a new member, and only after all resigned members have had their initiation fees refunded. In no case will retained initiation fees fall below 185 members (or adjusted per provision below*).

*This number will be adjusted for initiation fees collected from Non-equity Members as follows: for every \$2000 in initiation fees collected from Non-equity Members this number will be reduced by ONE.

ARTICLE 2.1 b.2: The following procedure will be used with option (2): Upon notification of membership termination, the Membership Chairman will contact the first person on the waiting list. That individual will have seven days to accept and submit application and membership payment. If individual declines, the membership offer will go to the next person on the waiting list. The declining individual must reapply for membership and if so, will be placed at the bottom of the waiting list. This process will continue until an individual accepts a KTP membership.

Article 2.1 b.3: Non-equity Membership

A second membership category called 'Non-equity Membership' is established. References in the Bylaws to 'Members' or 'Membership' shall not apply to those in the Non-equity Membership category. The following will apply to Non-equity Members:

- Will not be an equity partner in KTP; in particular, the initiation fee will not be refundable and the non-equity member will have no claim on the equity of the Club should the Club be dissolved
- Will sign a separate 'Non-equity Membership' agreement
- Will become and remain a member in good standing of KAC
- Will have voting rights and be eligible for elected office
- Termination of Non-equity Membership will be by e-mail or US Postal Service mail directed to the KTP Membership Chairperson. There will be no reimbursement of current quarter maintenance fees paid.
- A quarterly maintenance fee will be paid as designated by the Board of Directors with stipulations the same as for Members in Article 5.2. As of 8/2/2015 this quarterly maintenance fee will be \$120 (\$40/month) and with the guarantee that any future increases will not be greater than the percentage increase imposed on Equity members.
- Will be eligible to play on KTP teams without restriction.
- The total number of equity and non-equity members will not exceed 195.
- Restrictions regarding court reservations for play will apply as stipulated in the Non-Equity Membership Agreement. As of 8/2/2015 Non-equity Members may reserve a court no more than three (3) days in advance of play. (Example: a Monday reservation may be made no sooner than the previous Friday.)
- May convert to an Equity Membership within 3 months with full credit of Non-equity initiation fee applied to the Equity Initiation Fee

Article 2.1 b.4: KAC Grandfathered Players Membership

Kraft Athletic Club will be allowed to designate a maximum of 12 KAC members ('Grandfathered Players) who will be permitted access to courts six and seven (adjacent to the KAC Lounge). These Grandfathered Players will be subject to the following rules:

- i. \$30/quarter dues paid to KTP
- ii. Reservations required using KTP reservation system.
- iii. All KTP rules apply to these 12 KAC Grandfathered Players
- iiii. One of these 12 KAC Grandfathered Players may be designated as a 'tennis teacher' and may give lessons on the new courts, one court per time-period, during non-prime time hours as designated by KTP
- v. These KAC Grandfathered Players will sign a membership agreement consistent with the above points.

If one of the originally designated Grandfathered Players elects to resign his/her membership in

KTP, then KAC may designate a replacement member from the pool of current KAC members who were members of KAC prior to 31 December 2012 and have held that membership continuously from that date to the date of designation as a Grandfathered Player.

Article 2.1.b.5. Reinstatement of Resigned Equity Members. A resigned equity member who has not received his/her initiation fee refund may revive his/her membership by: 1) notifying the KTP Treasurer or Membership Chair by e-mail or regular mail of his/her intention restore his/her membership privileges, and 2) paying a pro-rate portion of the maintenance fee for the current quarter plus the fee for the following quarter. An equity member may only restore his/her membership ONCE prior to receiving a full refund of his/her initiation fee and only if, at the time or re-instatement, the total dues-paying Equity and non-Equity members does not exceed 195.

Article 2.1 c: Limited Access of Courts Six and Seven Granted to KAC Governing Members

The KAC President is granted 4 hours of court time/month total on courts six and seven for use by KAC 'Governing Members' and their guests. These hours must be reserved using the usual court reservation process of KTP. KTP will facilitate these reservations when given proper advance notification by the President of KAC.

ARTICLE III – BOARD OF DIRECTORS

ARTICLE 3.1: COMPOSITION. The affairs of the KTP will be managed by a Board of Directors of seven (7) members (hereinafter called the Board) elected by the members. The Elected Board of Directors will elect the following six [6] officer positions: President, Vice President, Secretary; Treasurer, Membership Chairperson and Facilities Officer to run the day to day operations of the KTP. All Board Members shall be active dues paying KTP members. The President and Vice President shall be Board Members.

President: Chief Executive Officer responsible for overall management and supervision of KTP to include relationship with KAC. Call/preside over board meetings, annual membership meeting, and special meetings. Prepare annual report. Appoint committees as required.

Vice President: Responsible for performing President's duties when the President is unable, due to medical or other reasons.

Secretary: Responsible for keeping minutes of all meetings, maintaining all records and documents, insuring members are notified by whatever means of all meetings.

Treasurer: Responsible for maintaining all fiscal assets, collecting membership fees and monthly maintenance fees, paying all bills, preparing financial reports.

Membership Chairperson: Responsible for maintaining and validating membership roster, resolving all membership disputes, enforcing membership play rules, maintaining membership waiting list.

Facilities Officer: Responsible for insuring courts, club house and equipment are maintained properly.

ARTICLE 3.2: BOARD MEETINGS. A meeting of the Board of Directors occurs whenever a quorum (a minimum of five (5) members) of the Board gathers to conduct KTP business. All meetings of the Board shall be open to all members except as noted in article 3.2.1 below. Notices of all Board meetings must be e-mailed, mailed or delivered to members at least 72 hours prior to such meeting, except in the case of an emergency [emergency is defined as a crisis situation requiring administrative or funding action by the KTP Board Members that has to be resolved in less than 72 hours.] Any actions conducted on an emergency basis must be reported to membership in the following Board minutes. In an emergency case, members must be notified by e-mail or telephone or otherwise at least twenty-four (24) hours prior to such meeting. A special assessment may not be levied at a Board meeting without membership approval. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This Article applies to the meeting of any committee formed by the Board, including anybody vested with the power to act in behalf of the Board, to authorize expenditure of KTP funds, or property owned by KTP. Minutes of the Board meetings must be posted at the clubhouse and the KTP web site or Emailed to the members.

Article 3.2.1: The Board may meet in closed session for the following purposes only:

- 1) To meet with an attorney. No motions may be made or voted on at these meetings.
- 2) To discuss the conduct of an individual member. The member will be notified and be permitted to attend the meeting. Any motion made at this meeting may be re-worded in the minutes distributed to members to protect the privacy of the individual member.
- 3) To discuss information that might be of competitive, legal or strategic value to a competitor, potential litigant, or landlord. No motions may be made or voted on at meetings held for this reason. All Board members must agree that the subject of the meeting warrants a closed meeting.

Article 3.3: DUTIES AND RESPONSIBILITIES OF THE BOARD. The Board shall be responsible for preparation and maintenance of the following documents and records of the Association:

- (A) Notices of all meetings;
- (B) Minutes of all meetings (for a 7-year period) of the KTP or the Board in written form. A vote or abstention from voting on each matter voted upon by each Director must be recorded in the minutes;
- (C) All plans, specifications, permits and warranties related to the areas that the KTP is obligated to maintain, repair, or replace;
- (D) Copy of the Bylaws and amendments thereto;
- (E) Copy of the Articles of Incorporation and amendments thereto;
- (F) Current roster of all members and their mailing addresses;
- (G) All of the KTP insurance policies for 7 years;
- (H) Current copies of all contracts to which the KTP is a party, including without limitation: any management agreements, lease, or other contract under which the KTP has an obligation or responsibility for one year, for work to be performed are to be retained until the item has been reviewed by the members at the annual meeting
- (I) All financial and accounting records of the KTP (for 7 years) which must include:
 - a. Accurate, itemized and detailed records of all receipts and disbursements;
 - b. Current periodic statements of the accounts for each member, designating the name and current mailing & Email address of each member who is obligated to pay assessments, the due date, the received date, and amount of each assessment or other charge against the member and the balance due;
 - c. All tax returns, financial statements and financial reports; and,
 - d. All other records that identify, measure, record or communicate financial information and any other records the Board deems necessary.

ARTICLE 3.4: RESIGNATIONS, REMOVALS AND VACANCIES.

Section 1. Resignation. Any director, officer, employee, agent or committee member of the KTP may resign at any time by giving written notice to the Board of Directors. Any such resignation shall take effect on the date of the resignation. Any officer, employee or agent of KTP may be removed by the Board of Directors whenever in its judgment the best interests of KTP will be served thereby.

Section 3. Vacancies. Any vacancy in the office of any officer or Board member arising from death, resignation, removal or other cause may be filled at any time by the Board of Directors at any meeting, and the officer or Board member so appointed shall hold office until the next membership meeting and until his successor has been elected.

ARTICLE 3.5: INSPECTION AND COPYING OF RECORDS. Records shall be maintained and must be open for inspection and available for photocopy by members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access.

ARTICLE 3.6: BUDGETS. The Board of Directors shall prepare an annual budget for the following year for presentation to the members at the Annual Meeting. The budget must include the estimated revenues and administrative and operating expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget will include the cost (following bidding) of proposals of members of items to be considered by all members and the impact. The budget and assessments must be approved by two thirds of the total voting membership [per Articles 6.7 and 6.8].

ARTICLE 3.6 a: SCHOLARSHIPS. A Memorial Scholar Fund in the amount of \$500 each may be budgeted at the discretion of the Board and awarded to two Fernandina Beach High School seniors. The High School seniors must have participated in High School sport activities and have been enrolled in an advanced degree program upon High School graduation. (bold face and italics to be eliminated in the version amended to the bylaws)

ARTICLE 3.7: BUDGET AUTHORIZATION: Approval of the budget will be the authorization to the Board to implement the activities so approved. Special assessments for expenditures over and above the budget shall be approved by a quorum of members. The members of the Board of Directors are fully accountable to the members of KTP. See ADDENDUM: DTD 25 April 2010

ARTICLE 3.8: DISCRETIONARY FUNDING. No more than 10% of the operating and administrative budget shall be designated as a reserve fund for the purpose of non-capital improvements at the discretion of the Board upon their majority approval.

ARTICLE 3.9: EMERGENCY FUNDING. Shall a situation arise requiring the expenditure of funds not contained in the budget approved by members, a special meeting of the members will be called to decide on the actions to be taken and the additional amount, if any, which may be required from the members by way of special assessment.

Article 3.10: FINANCIAL REPORTING. The Board of Directors will prepare an annual financial report within (60) days after the close of the calendar year and distribute it to the members. The financial report must consist of a financial report on actual receipts and expenditures, on a cash basis, which report shall minimally show the amount of receipts and expenditures by classification; and the beginning and ending cash balances.

ARTICLE 3.11: COMMITTEES. The Board of Directors shall establish such Committees as they deem necessary to fulfill their obligations under these bylaws. Committees empowered to exercise any authority of the Board must have at least one (1) Board members seated on that committee.

ARTICLE 3.12: SPECIAL EVENTS. The Board of Directors is authorized to periodically conduct special events to raise funds and community tennis awareness at the KTP facilities. The Board may also authorize Jr USTA league play at KTP that may include children who do not have a parent who is a member of KTP IF the Board concludes that such league play will not compromise access to KTP courts by KTP members.

ARTICLE 3.13: LEAGUE PLAY. All League Play must be approved by the Board at the beginning of each season. Team Captains are required to obtain approval for their planned league play from the Board to ensure the club has the capacity to support authorized league play while still allowing member access for play.

ARTICLE 3.14: PILOT PROGRAMS. The Board of Directors is authorized to conduct tennis pilot programs to test the feasibility of incorporating that program into our Bylaws and Rules & Regulations. Such programs will not impact prime time or team play and shall not continue beyond the next scheduled membership meeting without membership approval.

ARTICLE IV - ASSOCIATION MEMBERS

ARTICLE 4.1: OBLIGATIONS OF THE MEMBERS. Each member and the member's guests are governed by and must comply with the governing documents of the KTP.

ARTICLE 4.2: RULES AND REGULATIONS. Stated in Membership Application and attached hereto.

ARTICLE 4.3: VOTING RIGHTS. The KTP may not suspend the voting rights of a member, except the KTP may suspend voting rights of a member who fails to pay monthly maintenance or guest fees, or otherwise fails to be a member in good standing.

ARTICLE V - FEES, PAYMENTS AND ASSESSMENTS

ARTICLE 5.1: INITIAL MEMBERSHIP FEE. Payment of initial membership fee, as determined by the Board and approved by the membership, shall be due within 7 days of joining the KTP.

ARTICLE 5.2: QUARTERLY MEMBERSHIP FEE: Payment of quarterly maintenance fee as determined by the Board and approved by the membership will be paid within the first ten days of the quarter. Failure to pay will result in suspension of right to play until arrears are corrected. KTP Treasurer and KTP Website Manager are exempt from quarterly maintenance fees.

ARTICLE 5.2.a: Upon termination of membership, member will only be reimbursed for maintenance fees paid in excess of the current quarter in which termination is requested.

ARTICLE 5.2.b: A resigned equity member who has not received his/her initiation fee refund and is not continuing to pay maintenance fees may continue to have unlimited access to KTP courts provided that a guest fee is paid for each occasion of play.

ARTICLE 5.3: SPECIAL ASSESSMENT. Any special assessment as determined by the Board of Directors must be approved by the KTP membership at a special meeting.

Article 5.4: Guest Passes. The Board of Directors is authorized to issue guest passes to members who perform volunteer work at KTP. The total value of guest passes issued during a calendar year will not exceed \$1000.

Article 5.5: Pickle Ball. Courts 4 and 5 may be used for Pickle Ball Play on Sunday afternoons after 2PM. The Board is authorized to expand the program to additional afternoons on courts 4 and 5 if such expansion does not interfere with league play and there is sufficient interest among members.

Article 5.6: Cardio Tennis. A Cardio Tennis Program is authorized at KTP within the following guidelines:

A. Instructor to be certified and appointed by the Board.

B. Times: 7-8A or 6-7P (Jan and Feb: 8-9A and after 4P) Board may authorize other times with the approval of the membership at the next membership meeting.

C. Duration of class: 45-60 minutes

D. Frequency: No > 4x/wk, no > 2x/wk at 7A

E. Location: Court 4. A Cardio Tennis reservation in the 7-8am time slot Tues and Thursday (8-10A Jan/Feb) and the 6-7pm time slot Monday and Wednesday will be made on the reservations calendar. These reservations will be made by the instructor.

F. In the event that a member wishes to use the ball machine at 6P the Cardio Tennis instructor will work with the member to find an agreeable solution. If acceptable to the member, the ball machine may be used on court 5. If this is unacceptable to the member then Cardio Tennis will move to another bank of courts, preferably ct 1 if ct 2 is not in use.

G. Cancellations: If a Cardio Tennis class is cancelled the court reservation will be promptly cancelled.

H. Court Grooming: The court utilized must be swept and lined after use and before the next reservation is scheduled to start.

I. Non-KTP members must pay a \$5 fee to KTP for each session and the instructor will be responsible for collecting this fee and placing it in the guest fee envelopes and mailbox in the clubhouse immediately before or after class.

J. Fees charged by the instructor will be negotiated between the instructor and the participants. In the interest of encouraging this program KTP will not, at this time, request any sharing of revenues generated by this program beyond the \$5 fee noted above.

K. The Board reserves the right to modify or cancel this program at any time based on feedback from membership.

L. The program will be 'branded' and marketed by the instructor or KTP as 'Cardio Tennis at Kraft Tennis Partners'.

ARTICLE VI - MEETINGS, VOTING AND ELECTION PROCEDURES

ARTICLE 6.1: ANNUAL MEETING. The KTP shall hold a meeting of its members annually for the transaction of any and all proper business at a time, date not later than thirty days prior to the close of the calendar year at a location designated by the Board of Directors. The place shall not be outside of Amelia Island. The election of Directors, if required, shall be held at or in conjunction with the annual meeting by secret ballot.

ARTICLE 6.2: SPECIAL MEMBER MEETINGS. Special meetings of members shall be held when called by the President or by a least twenty-five (25) per cent of the total-voting members.

ARTICLE 6.3: CONTENT OF NOTICE. Notice of the annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of special meeting must include a description of the purpose or purposes for which the meeting is called and copies of pertinent documentation as appropriate

ARTICLE 6.4: FISCAL YEAR. The fiscal year shall be a calendar year.

ARTICLE 6.5: QUORUM. The number of voting interests required to constitute a quorum at meeting of the members shall be thirty three (33) percent of the total voting interest, in person or by absentee ballot.

ARTICLE 6.6: ELECTIONS. All members of the KTP shall be eligible to serve on the Board of Directors. The term of elected members of the Board of Directors shall be two (2) years, with terms staggered to allow for the new Directors to join seasoned Directors. Members wishing to serve should present their names to the President at least thirty (30) days prior to the election. Elections will not be for a specific position on the Board but rather for a seat on the Board. The seven (7) members receiving the most votes will form the Board. Elected officials will determine the functions to be performed by each within the structure contained in Article 3.1. In the event that there are not five individuals nominated for the Board, voting members can nominate a member as a Board member whether he/she is present or not at the annual meeting, and that designated member will fill a Board position. A member may not serve on the Board for more than six (6) consecutive years. In the event of a vacancy on the Board, the member receiving the next highest vote at the previous annual meeting may serve for the balance of the term. The Secretary shall maintain a separate record of officer elections including date of election and date of term expiration.

ARTICLE 6.7: VOTING ENTITLEMENTS. Each member is entitled to one (1) vote in the KTP.

ARTICLE 6.8: ABSENTEE BALLOT. Members have the right to vote in person or by absentee ballot. The Board Secretary shall provide an absentee ballot to all members with the notice of the meeting at which the vote is to be taken. To be valid, an absentee ballot or an executed e-mail with an equivalent reproduction of the absentee ballot must be dated, signed and returned to the Board Secretary no later than 24 hours prior to the meeting to which the vote applies. Once submitted, an absentee ballot may not be revised.

ARTICLE 6.9: AMENDMENT OF BYLAWS AND MEMBERSHIP AGREEMENT. Any KTP member may propose amendments to these Bylaws and Membership Agreement by submission in writing to the Secretary at least thirty days prior to the annual business meeting or any regular business meeting. The Secretary shall give notice of proposed amendments in writing to all members at least two weeks prior to the meeting. An affirmative vote of at least two-thirds of members present and voting shall constitute adoption. Amendments shall take effect immediately upon adoption unless otherwise specified.

ARTICLE 6.9.1 No By-Laws shall be revised or amended by reference to the title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Law to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be in italics. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use the underlining and italics as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law: see By-law[#] for present text.

Article 6.10: e-Meetings. The Board is authorized to call an e-meeting of the membership subject to the following guidelines:

(A) An e-Meeting may not replace the Annual Meeting.

(B) Voting will be by e-mail only. If a member does not have an e-mail address, his/her ballot may be submitted under another e-mail address provided that that member has informed the Board secretary in writing or by phone that this will occur.

(C) Voting may not be closed until at least 2 weeks after the posting of the ballot.

(D) A blog will be established for the e-meeting to allow members to post opinions on the proposed ballot issues. The blog will be accessed from a link on the KTP website.

(E) Thirty-three percent of current Equity members will constitute a quorum for the e-meeting.

(F) If the amendment below (Article 2.1 b.3 - voting privileges for non-equity members) passes then 'E' above will be replaced by: Thirty-three percent of current Equity and Non-equity members will constitute a quorum for the e-meeting.

(G) The Board will designate at least two 'discussion' time periods between announcement of the meeting and the closure of voting. At least one Board member will be available in the Clubhouse to discuss the issues to be voted on during these designated time periods.

(H) The Secretary will confirm receipt of each vote by reply e-mail.

(I) The secretary will be in charge of counting votes and reporting the results to the Board. Copies of all e-mail votes will be retained for 60 days. Any member may challenge the vote count. If a vote count is challenged then a member agreeable to both the Board and the concerned member will be designated to view and tally the votes. No one other than the secretary and, if necessary, one additional designated member (if necessary) will have access to the e-mail votes. The secretary and this additional member will hold individual votes in strict confidence.

(J) Article 6.9.1 regarding the formatting of bylaw amendments on a ballot will apply to any e-mail voting on a bylaw amendment.

(K) The above establishes the complete rules of an e-Meeting. Rules pertaining to other meetings in these bylaws do not apply to an e-Meeting.

ADDENDUM(S):

A. 2010 Member Approved Budget: In addition to the member approved 2010 Budget, an amount up to \$5,000.00 shall be designated to meet unexpected capital expenditures, as needed, at the discretion of the Board upon their majority approval.