

Restatement of By-Laws
of the
Country Club Estates Property Owners Association, Inc.

Adopted by the Board of Directors, August 20, 2022

Presented at the Annual Meeting on September 10, 2022

I. The **Country Club Estates Property Owners Association, Inc.** (Association) is regulated by operation of law and established Articles of Incorporation in Delaware. It has written by-laws that are administrated in accordance with a recorded Declaration of Restriction filed as a set of restrictive covenants for and on behalf of the Association.

II. By-laws - The by-laws of the Association are established:

- A. To promote the community welfare of the property owners in the subdivision known as Country Club Estates, Rehoboth Beach, Delaware, and to serve as the civic Association.
- B. To engage in programs of civic improvement and advancement, to endeavor to protect the property values in the community as set forth in the Declaration of Restrictions, referenced in the Sussex County Recorder of Deeds @ Book 630, pages 970 - 977.
- C. To engage in any lawful act or activity for which corporation may be organized under the General Corporation Law of Delaware that are not inconsistent with the above purposes, and to possess and exercise all the powers and privileges granted by the General Corporation Law of Delaware or by its Certificate of Incorporation, together with the powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business and purpose of the Association.

III. Franchise:

This Association is not organized for profit and shall not have the authority to issue capital stock. No dividend, earnings or pecuniary profit in any form shall incur to the

benefit of any Association member: Except, this shall not be deemed to prevent or preclude the Association from authorizing compensation to elected officers and agents of the Association.

IV. Membership:

Every person who acquires legal title to any lot in the subdivision shall be an Association member during the period that person holds legal or equitable title to the property.

V. Board of Directors (Board):

The Board shall consist of not more than seven (7) Association members who shall be duly elected at an Annual meeting 'Noticed' to all Association members.

A. Officers

The Board shall select from its body a President, Vice-President, a Secretary and a Treasurer or a combined Secretary-Treasurer position.

B. Terms

Members of the Board shall serve terms of three (3) years.

C. Elections

Votes are tallied from Association members, present at the Annual meeting after having announced the purpose and intent of electing Board members. Each lot is entitled one (1) vote. Proxies are NOT allowed.

D. . Quorums

At any meeting four (4) Directors present shall constitute a quorum to give rise to and conduct any Association business.

E. Notices

The President of the Board or a designee committee Chair shall give thirty (30) days' notice in advance of the date, time and place of the Annual meeting. The Annual and other meetings shall take place at the time and place at the discretion of the Board.

F. Assessments and Dues –

Each lot shall have an annual assessment for dues and an Association member having title to the said lot shall be required to pay the annual dues, for each lot owned. The purpose of the dues shall be to settle expenses incurred in the normal course of operation of the Association. Dues may be used to support activities, common property, and nonprofit organizations in the City of Rehoboth Beach that benefit members of Country Club Estates. (Amended August 20, 2022). The dues amount shall be determined annually, by the Board, based on actual operating expenses and shall be declared at the Annual meeting. Payment shall be made to the Country Club Estates Property Owners Association, Inc. general fund and shall be due from January 1 of each calendar year following the declaration. There shall be added to the dues amount assessed to a lot all charges and fines for non-payment of dues as shall be determined annually, by the Board, and all costs of collection thereof. (Amended November 4, 2017).

VI. Board of Directors – Duties:

A. President

- Is the ‘official’ representative of the Association on all matters,
- Presides over meetings,
- Shall have the authority, in consultation with the board, to create committees to be designated as either a standing committee or ad hoc,
- Recruits Board members and committee Chairs,
- Acts as liaison/coordinator to all committees,
- Acts as the tie breaker in any stalled Board or committee vote,
- Reviews/approves any correspondence, from the Board or Committee,
- Appoints Committee members and Chairs
- Assigns tasks/projects to various committee Chairs,
- Serves as liaison to the Rehoboth Beach Homeowners Association

B. Vice President

- Acts on behalf of President in the event of absence or as requested by the President in any assignment or responsibility,
- Acts as liaison to external committees/Boards/government agencies, etc. as may be requested or required by the President,

C. Secretary

- Posts/advertises or otherwise gives 'Notice' for Annual and other meetings of the Board of Directors,
- Takes and records notes/minutes of all Board of Director meetings,
- Prepares minutes for public review by print or electronic media,
- Addresses correspondence on behalf of Board/Committee Chairs as requested or required,
- Coordinates with Web Master for CCEPOA org.

D. Treasurer

- Sends Association members 'Notice' of the current dues,
- Collects, records, and prepares financial reports, balance sheets and checking account reports of the association,
- Prepares and disburses accounts payable, donations and other liabilities of the Association,

VII. Standing Committees:

- A. The President shall have the authority, in consultation with the board, to create committees which may be designated as either a standing committee or a committee established to serve a single issue
- B. The role of the Environmental Control Standing Committee to review plans for building and construction has been superseded by authority & control of the City of Rehoboth Beach and its Building & Licensing Department, thereby making this committee obsolete. However, if the need arises to reconstitute the Environmental Control Standing Committee, the President shall reinstate this standing committee in accordance with the restrictive covenants.

The following covenants are part of the deed to each property in the area of the City of Rehoboth Beach, Delaware designated as Country Club Estates.

For the purpose of promulgation and enforcement of the 'restrictive covenants' of the Country Club Estates Property Owners (Association) the amended, changed and altered Declaration of Restrictions are hereby declared to be adopted and approved by a sixty percent (60%) majority of the membership of the Association.

Country Club Estates Property Owners Association
Country Club Estates is located in downtown Rehoboth Beach

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Restrictive Covenants

DECLARATION OF RESTRICTIONS

SCHEDULE A

COUNTRY CLUB ESTATES

THIS DECLARATION, made this 1st day of January, 1968, by SERCA LAND COMPANY INC., a Delaware corporation, herein referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of all the real. property set forth and described on that certain plat (herein called the plat" entitled Country Club Estates which plat is recorded in the Office of the Recorder of Deeds among the Land Records of Sussex County, Delaware, in Plat Book at page , and is made a part hereof and incorporated herein by reference, and

WHEREAS, all of the real property described in the plat comprises in the aggregate, the Country Club Estates subdivision (herein called Subdivision), and

WHEREAS, there are subdivided numbered lots set forth and described in the recorded plat, which numbered lots comprise in the aggregate a single subdivision:
and

WHEREAS, Declarant is about to sell said lots and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants conditions, and charges, hereinafter collectively referred to as "Restrictions," under a general plan or scheme of improvement for the benefit and complement of all of the lots in the Subdivision, and the future owners of said lots;

NOW, THEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision. Improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the plat and of the Subdivision as a whole. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions.

1. Applicability

A. These Restrictions shall apply to all lots within the Subdivision.

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2. Duration and Amendments

A. The foregoing Restrictive Covenants and Reservations shall run with the land, and the title thereto, as herein and hereby conveyed, and the same shall be binding upon all persons claiming hereunder, as well as their respective heirs, successors, and assigns, as the case may be, in perpetuity: **SUBJECT HOWEVER, TO THE PROVISIO** that Country Club Estates Property Owners Association Inc., by and with the vote or written consent of no less than sixty percent (60%) of the then owners of all the Lots in Country Club Estates, shall have the power to waive, abandon, terminate, modify, alter, change, amend, or add to these Restrictive Covenants and Reservations, or any of them, at any time hereafter. Any such waiver, abandonment, termination modification, alteration, change, amendment, or addition shall take effect when a copy thereof, executed and acknowledged by Country Club Estates Property Owners Association. Inc., in accord with the usual form of execution and acknowledgment of Deeds to land by a Delaware corporation, together with the written consents of the requisite number of Lot owners, or a certificate by the Association verified under oath by the President thereof, or in the case of his absence or inability, by any Vice—president thereof. setting forth the time, manner and result of the taking of the vote of all the Lot owners in Country Club Estates, have been filed for record in the Office of the Recorder of Deeds of the State of Delaware, in

and for Sussex County, and the same shall thereafter remain in effect in Perpetuity, unless and until the same shall thereafter be waived, abandoned, terminated, modified, altered, changed, amended, or added to, as the case may be. In the taking of any such 'vote, or the obtaining of any such written consent, of the Lot owners in Country Club Estates, each owner shall have as many votes or consents as he, she, it, or they may own Lots situate in Country Club Estates.

3. Mutuality of Benefit and Obligation

- A. The Restrictions and agreements set forth herein are made for the mutual-and reciprocal benefit of each and every lot in the Subdivision and are intended to create mutual, equitable servitude: upon each of said lots in favor of each and all of the other lots therein, to create reciprocal rights between the respective owners of all of said lots to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots and their respective owners.

4. Exclusive Zoned Use and Improvement

- A. No lot shall be used except in agreement with the Rehoboth Beach Zoning Ordinance as it now exists or as it may exist, including variances, at any time in the future. At no time shall any garage or carport be used as a place of temporary or permanent human abode.

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5. Environmental Control Committee

- A. All plans and specifications for any structure or improvement whatsoever to be erected on any lot, the construction material. the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling. reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Environmental Control Committee (herein called Committee as the same is from time to time composed.
- B. The Committee shall be composed of three (3) members to be appointed by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of

Declarant, or in the event of Declarant's failure to so appoint within two (2) months after any such vacancy, then by the Board of Directors of the Country Club Estates Property Owners Association, Inc. (hereinafter called "Association"); provided, however, that at any time hereafter the Declarant may, at its sole option, relinquish to the Board of Directors of the Association the power of appointment and removal reserved herein to the Declarant. Such transfer of power must be evidenced in writing.

- C. There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting. At the discretion of the Committee, a filing fee of \$10.00 shall accompany the submission of such plans to defray Committee expenses. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations.
- D. The Committee shall approve or disapprove plans, specifications and details within fifteen (15) days from the receipt thereof. One (1) set of said plans and specifications and details, with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.
- E. The Committee shall have the right to disapprove any plans, specifications, or details submitted to it in the event the same are not in accordance with all of the provisions of these Restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with the general surrounding: of such lot or with the adjacent building: or structures:

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If the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specifications or details or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property

subject hereto, or the owners thereof. The decisions of the Committee shall be final.

- F. Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

6. Placement of Residences and Structures

- A. The Committee shall have the authority to set up regulations as to the height, size and placement requirements for all types of buildings and structures, including fences, walls, copings, etc.

7. General prohibitions and Requirements

- A. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Subdivision:
 - a. No outside toilet or individual water well shall be constructed on any lot. All plumbing fixtures, dish washers, toilets or sewage disposal systems shall be connected to the municipal sewage system.
 - b. No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any lot. provided, however., that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.
 - c. Once construction of any building has been started. such construction shall proceed without delay until the same is completed, unless such delay is attributable to a cause or causes beyond control of the owner, builder or contractor, as the case may be. - Cessation of work upon the construction of any building once started and before completion thereof for a continuous period of sixty (60) days shall be prima facie evidence of an attempt to abandon the same in its partially completed state, and the same shall be deemed to be a public nuisance.
 - d. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

- e. No animals or livestock of any description, except the usual household pets, shall be kept on any lot.

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- f. All signs billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the Committee. excepting FOR SALE or FOR RENT signs. which may be displayed upon any given lot if the does not exceed the size permitted by the Zoning ordinance of the City of Rehoboth Beach.
- g. No stripped down, partially wrecked, or junk motor vehicle, or sizeable part thereof, shall be permitted to be parked on any street in the Subdivision or on any lot in such manner as to be visible to the occupants of other lots within the Subdivision.
- h. Every tank for the storage of fuel installed outside any building in the Subdivision shall be located inside, buried below the surface of the ground or - screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground screened or so placed against the rear the house and kept as not to be visible from any within the Subdivision at any time except during refuse collections.
- i. All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street within the Subdivision
- j. No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Committee.
- k. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or-the accumulation of rubbish or debris thereon.
- l. No noxious, offensive or illegal activities shall be carried on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
- m. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

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- n. Any dwelling or outbuilding on any lot in the Subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than three (3) months.
- o. No trees shall be removed from any lot in the Subdivision without the written consent of the Environmental Control Committee.
- p. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot. No outside burning of wood, trash, garbage, household refuse shall be permitted.

8. Variances

- A. The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, or the Subdivision.

9. Easements

- A. Declarant has dedicated, or will dedicate to the City of Rehoboth Beach, Sussex County. and/or the appropriate utility company or companies rights-of-way and easement areas for the installation and maintenance of public utilities.
- B. On each lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the lot owner but no structures plantings or other material- shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities.

10. Country Club Estates Property Owners Association, Inc.

- A. Every person who acquires title, legal or equitable, to any lot in the Subdivision shall become a member of the Country Club Estates Property Owners Association, Inc., a Delaware non profit corporation, herein referred to as "Association", provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust, or real estate contract purchases, however,

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if such a person should realize upon his security and become the real owner of a lot within the Subdivision, he will then be subject to all the requirements and limitations imposed in these Restrictions on owners of lots within the Subdivision and on members of the Association, including those provisions with respect to alienation and the payment of an annual charge.

- B. The general purpose of the Association is to further and promote the community welfare of property owners in the Subdivision.
- C. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the Subdivision.
- D. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law.
- E. The Board of Directors of the Association shall have the right to suspend the voting rights (if any) of any member (or associate member):
- a. For any period during which any Association charge owed by the member or associate member remains unpaid;
 - b. During the period of any continuing violation of the restriction covenants for the Subdivision, after the existence of the violation shall have been declared by the Board of Directors of the Association.

12. Association's Right to Perform Certain Maintenance

- A. In the event an owner of any lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association shall have the

right, through its agents and employees, to enter upon said lot and repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. Such right shall not be exercised unless two—thirds of such board of directors shall have voted in favor of its being exercised. The cost of such exterior maintenance shall be payable upon demand.

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13. Rights of First Refusal

- A. Whenever the owner of any lot in the subdivision receives a bona fide offer to purchase said lot, which offer is acceptable to said owner, or shall independently decide to put said lot on the market, said owner shall offer to sell said lot, at the price and on the same terms and contained in said bona fide offer (if said owner shall independently have decided to put said lot on the market) at the price and on the terms acceptable to said owner, to the Declarant, its successor or assigns. The Declarant shall have ten (10) days within which to accept or refuse such offer. If the Declarant refuses to purchase said lot at the price and on the terms proposed by the said owner, said owner shall be free, subject to the limitations contained herein requiring the purchaser to have been approved for membership in the Country Club Estates Property Owners Association, Inc. to sell said lot to the party who shall have made said bona fide offer of (if said owner shall independently have decided to put said lot on the market) to any third party, in either case at a price and on the terms not substantially more favorable to the purchaser than those offered, as aforesaid, to the Declarant or its successor or assigns.

[Section 13 was deleted in 1970.]

14. Remedies

- A. The Association or any party to whose benefit these Restrictions incur may proceed at law or in equity to prevent the occurrence, continuation or violation of any of those Restrictions and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorney fees.

- B. The remedies hereby specified are cumulative and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

15. Grantee's Acceptance

- A. The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantee, and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.
- B. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns all the risks and hazards of ownership or occupancy attendant to such lot.
- C. Each such grantee whose lots are adjacent to available underground electrical service also agrees to complete the underground secondary electrical service to their respective residences. All such extensions of underground electrical service shall be made by Delmarva Power and Light Company, its successors and assigns, who will be paid by the owners at the established rates for underground service, such payments to be made prior to the service being extended.

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16. Severability

- A. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one

of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" equality of any other one of the Restrictions.

17. Captions

- A. The underlined captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

IN WITNESS WHEREOF the Declarant has executed this Declaration the day and year first above written.

BE IT REMEMBERED. That on this 7th day of July A.D. 1968, personally came before me. the subscriber, a Notary Public or the State of Delaware, THOMAS H. FOOKS, V, President of SERCA LAND COMPANY. INC., party to this Indenture known to me personally to be such and acknowledged the said Indenture to be the act and deed of the said SERCA LAND COMPANY, INC.; that the seal thereto affixed is his common or corporation seal; that his signature as President thereto appended is his proper handwriting and that his act of acknowledging. executing and delivering the same was duly authorized by Resolution of the Board of Directors of Serca Land Company. Inc.

Given under my hand and seal of office, the day and year aforesaid.

Received

James H. Baxter, Jr.

May 24 2:00 PM '68

Recorder of Deeds

Sussex County

Amendment to the By-Laws, August 20, 2022 attached here:

Adopted 08.20.2022

AMENDMENT TO THE BY-LAWS
Of Country Club Estates Property Owners' Association, Inc.

To provide for a revision of the By-Laws pursuant to a motion made at the September 11, 2021, Annual Meeting that the By-Laws be reviewed and revised to better reflect what the association should do.

WHEREAS, Article Nine of the Certificate of Incorporation of Country Club Estates Property Owners' Association, Inc. provides the Board of Directors is expressly or authorized to make, alter, or repeal the By-Laws of the corporation.

NOW THEREFORE, the Board of Directors hereby amends the following sections of the By-Laws:

Article II, Section B:

To engage in programs of civic improvement and advancement, to endeavor to protect the property values in the community as set forth in the Declaration of Restrictions, referenced in the Sussex County Recorder of Deeds.

Article V

Section B (Terms),

Members of the Board shall serve terms of three (3) years

Section F (Assessments & Dues),

Each lot shall have an annual assessment for dues and an Association member having title to the said lot shall be required to pay the annual dues, for each lot owned. The purpose of the dues shall be to settle expenses incurred in the normal course of operation of the Association. Dues may be used to support activities, common property, and nonprofit organizations in the City of Rehoboth Beach that benefit members of Country Club Estates. (Amended August 20, 2022). The dues amount shall be determined annually, by the Board, based on actual operating expenses and shall be declared at the Annual meeting. Payment shall be made to the Country Club Estates Property Owners Association, Inc. general fund and shall be due from January 1 of each calendar year following the declaration. There shall be added to the dues amount assessed to a lot all charges and fines for non-payment of dues as shall be determined annually, by the Board, and all costs of collection thereof. (Amended November 4, 2017).

Article VI Board of Directors - Duties:

Section A (President) added

Shall have the authority, in consultation with the board, to create committees to be designated as either a standing committee or ad hoc.

Article VII, Standing Committees

- A. The President shall have the authority, in consultation with the board, to create committees which may be designated as either a standing committee or a committee established to serve a single issue
- B. If the need arises to reconstitute the Environmental Control Standing Committee, the President shall reinstate this standing committee in accordance with the restrictive covenants.

Approved: August 20, 2022 (Date)

Signed:

[Signature]

John Welch

Shari Weller

Lorraine Zellers

Travis Lacy

Bonnie L. Walker

Amendment to By-Laws, November 4, 2017 attached here:

