

# **EXECUTED NON-PROFIT BYLAWS OF CEDARS FAMILY ASSOCIATION**

## **PREAMBLE**

The following Bylaws shall be subject to, and governed by, the Non-Profit Corporation Act of California and the Articles of Incorporation of Cedars Family Association (also sometimes referred to as the "CFA" or the "Association"). In the event of a direct conflict between the contained provisions of these Bylaws and the mandatory provisions of the Non-Profit Corporation Act of California, said Non-Profit Corporation Act shall be the prevailing controlling law. In the event of a direct conflict between the provisions of these Bylaws and the Articles of Incorporation of the Association, these Bylaws shall be controlling.

## **ARTICLE 1 – NAME**

The legal name of the Non-Profit Association shall be the Cedars Family Association and shall be referred to in the Bylaws as the "Association."

## **ARTICLE 2 – PURPOSE**

The general purposes of this Association are as follows:

The purpose for which this Non-Profit Association is formed is set forth in the attached Articles of Incorporation. The Cedars Family Association supports The Cedars of Marin, its staff, all its clients and their extended family members and non-Cedars fiduciaries through meetings, forums, and seasonal events.

The Association is established within the meaning of IRS Publication 557 Section 501(c) (3) Organization of the Internal Revenue Code of 1986, as amended (the "Code") or the corresponding section of any future federal tax code.

The Association shall hold and may exercise all such powers as may be conferred upon any nonprofit organization by the laws of the state of California and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of the Association. At no time and in no event shall the Association participate in any activities which have not been permitted to be conducted by an Association exempt under Section 501(c) of the Code, such as certain political and legislative activities.

## **ARTICLE 3 – OFFICES**

The principal office of the Association shall be at the address of the President of the Association during his, her or their term of office. The location shall change with the election of the President and shall be reported as required by law.

The Association may have other such offices as the Board of Directors may determine or deem necessary, or as needed from time to time, provided that any permanent change of address for the principal office is properly reported as required by law.

#### **ARTICLE 4 – DEDICATION OF ASSETS**

The properties and assets of the Association are irrevocably dedicated to and for non-profit purposes only. No part of the net earnings, properties, or assets of the Association, on dissolution or otherwise, shall inure to the benefit of any person or any member, director, or officer of the Association. On liquidation or dissolution, all remaining properties and assets of the Association shall be distributed and paid over to an organization dedicated to non-profit purposes which has established its tax-exempt status pursuant to Section 501(c) of the Code and related to the Cedars of Marin or other organization for the developmentally disabled and/or challenged.

#### **ARTICLE 5 – BOARD OF DIRECTORS**

##### **General Powers and Responsibilities**

The Association shall be governed by a Board of Directors (the "Board"), which shall have all the rights, powers, privileges, and limitations of liability of directors of a non-profit corporation organized under the Non-Profit Corporation Act of California. The Board shall establish policies and directives governing business and programs of the Association and shall delegate to the President and Association directors subject to the provisions of these Bylaws, authority, and responsibility to see that the policies and directives are appropriately followed.

##### **Number and Qualifications**

The Board shall have up to nine (9) Board members, but no fewer than seven (7) Board members. The number of Board members may be increased beyond nine (9) Board members by the affirmative, unanimous vote of the then-serving Board of Directors. A Board member need not be a resident of the state of California.

##### **Board Compensation**

The Board shall receive no compensation other than for reasonable reimbursement of expenses incurred for Board functions such as, but not restricted to, expenses for the Cedars Holiday Party, CFA meetings and cost of postage for mailings.

##### **Board Elections**

The Board of Directors shall present nominations for new and renewing Board members immediately at a meeting preceding the beginning of the next fiscal year. Recommendations shall be made known to the Board in writing before nominations are made and voted on. New and renewing Board members shall be approved by a two-thirds majority of those Board members at a Board meeting at which a quorum is present.

### **Term of Board**

All appointments to the Board shall be for a term of three (3) years. No person shall serve more than two (2) consecutive terms of three (3) years unless a majority of the Board, during a Board meeting at which a quorum is present, votes to appoint a Board member to two (2) additional years. No person shall serve more than eight (8) consecutive years. After serving the maximum total number of consecutive years on the Board, a member may be eligible for reconsideration as a Board member after one (1) year has passed since the conclusion of such Board member's service.

### **Vacancies**

A vacancy on the Board of Directors may exist at the occurrence of the following conditions:

- a) The death, resignation, or removal of any director;
- b) An increase in the authorized number of directors; or
- c) The failure of the directors, at any annual or other meeting of directors to elect the full authorized number of directors.

The Board, by way of affirmative vote of a majority of the directors then currently in office, may remove any director without cause at any regular or special meeting, provided that the director to be removed has been notified in writing in the manner set forth in Article 5, that such action would be considered at the meeting.

Except as provided in this paragraph, any director may resign, effective upon giving written notice to the full Board, unless the notice specifies a later time for the effectiveness of the resignation. If the resignation is effective at a future time, a successor may be designated to take office when the resignation becomes effective. Unless the Attorney General of California is first notified, no director may resign when the Association would then be left without a duly elected director in charge of its affairs.

Any vacancy on the Board may be filled by a two-thirds majority of the directors then in office, whether the number of directors then in office is less than a

quorum, or by vote of a sole remaining director. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

A Board member elected to fill a vacancy shall be elected for the unexpired term of his, her or their predecessor in office.

### **Resignation**

Each Board member shall have the right to resign at any time upon written notice and/or virtual written notice thereof to the President of the Association. Unless otherwise specified in the notice, the resignation and the acceptance of such resignation shall take effect upon receipt thereof. The acceptance of such resignation shall not be necessary to make the resignation effective.

### **Removal**

A Board member may be removed, with or without cause, at any duly constituted meeting of the Board, by the affirmative unanimous vote of then-serving Board members.

### **Meetings**

The Board's regular meetings shall be held on Tuesday afternoons, dates to be decided, from 2:30 PM to 5:30 PM Pacific time at a place as shall be determined by the Board. The President of the Association or any four (4) regular Board members may call a special meeting of the Board with three (3) days' written notice provided to each member of the Board. The notice shall be served upon each Board member via hand delivery, regular mail, email, or fax. The person(s) authorized to call such special meetings of the Board may also establish the place, virtual or actual, where the meeting is to be conducted, so long as it is a reasonable place to hold any special meeting of the Board.

### **Minutes**

The Secretary shall be responsible for the recording of all minutes of every meeting of the Board in which business shall be transacted in such order as the Board may determine from time to time. However, if the Secretary is unavailable, the President of the Association shall appoint an individual to act as secretary at the meeting. The Secretary, or the individual appointed to act as secretary, shall prepare the minutes of the meetings, which shall be delivered to the Association to be placed in the minute books. A copy of the minutes shall be delivered to each Board member via either regular mail, hand delivered, emailed, or faxed within three (3) business days after the close of each Board meeting. The Board members shall have the right to revise or amend the minutes for the Secretary's signature.

### **Action by Written Consent**

Any action required by law or any action that may be taken at a meeting of the Board, may be taken without a meeting if consent in writing setting forth all Board members shall sign the action. The number of directors in office must constitute a quorum for an action taken by written consent. Such consent shall be placed in the minute book of the Association and shall have the same force and effect as a vote of the Board taken at an actual meeting. The Board members' written consent may be executed in multiple counterparts or copies, each of which shall be deemed an original for all purposes. In addition, facsimile signatures, and electronic signatures or other electronic "consent click" acknowledgments, such as "DocuSign," shall be effective as original signatures.

### **Quorum**

At each meeting of the Board of Directors, the presence of four (4) persons shall constitute a quorum for the transaction of business, unless there are more than seven (7) directors and then a quorum shall be a majority of directors. If at any time the Board consists of an even number of members and a vote results in a tie, then the vote of the President of the Association shall be the deciding vote. Unless prohibited by law or rule, the act of the majority of the Board members serving on the Board and present at a meeting in which there is a quorum shall be deemed the act of the Board. If a quorum is not present at a meeting, the Board members present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board member shall be considered present at any meeting of the Board if during the meeting he, she or they are (are) present via telephone or web conferencing with the other Board members participating in the meeting.

### **Voting**

Each Board member shall only have one vote.

### **Proxy**

In keeping with the Non-Profit Corporation Act of California, the members of the Board shall not be allowed to vote by written proxy.

### **Board Member Attendance**

An elected Board member who is absent from two (2) consecutive regular meetings of the Board during a fiscal year shall be encouraged to reevaluate with the President of the Association his/her/their commitment to the Association. The Board may deem a Board member who has missed three (3) meetings without such prior reevaluation with the President, to have resigned from the Board.

## **ARTICLE 6 – OFFICERS**

### **Officers and Duties**

The Board shall elect officers of the Association which shall include a President of the Association, a Secretary, a Treasurer, and a Vice President. The same person may hold any number of offices, except that neither the Secretary nor the Treasurer may serve concurrently as the President. In addition to the duties in accordance with this Article, officers shall conduct all other duties typically pertaining to their offices and other such duties which may be required by law, the Articles of Incorporation, or by these Bylaws, subject to control of the Board of Directors, and they shall perform any other such additional duties which the Board of Directors may assign to them at their discretion.

The officers will be selected by the Board at its annual meeting and shall serve the needs of the Board. All officers have the right to resign at any time by providing notice in writing to the President of the Association, the Vice President, the Treasurer, and/or the Secretary of the Association. All resignations shall become effective upon the date on which the written notice of resignation is received or at any time later as may be specified within the resignation; and unless otherwise indicated within the written notice, a stated acceptance of the resignation shall not be required to make the resignation effective.

All vacancies in any office because of death, resignation, disqualification, removal, or for any other cause, shall be filled in accordance with Bylaws for regular appointments to such office. Officers shall not be compensated but shall receive reimbursement for reasonable expenses such as postage or supplies.

### **President of the Association**

It shall be the responsibility of the President of the Association when present, to preside over all meetings of the Board of Directors. The President of the Board is authorized to execute, in the name of the Association, all contracts or other documents which may be authorized, either generally or specifically, by the Board to be executed by the Association, except when required by law that the President's signature must be provided.

It shall be the responsibility of the President of the Association, in general, to supervise and conduct all activities and operations of the Association, subject to the control, advice and consent of the Board of Directors. The President shall keep the Board of Directors completely informed, shall freely consult with them in

relation to all activities of the Association, and shall see that all orders and/or resolutions of the Board are conducted to the effect intended.

The President of the Association shall be empowered to act, speak for, or otherwise represent the Association between meetings of the Board. If the Association at any time requires the hiring of temporary help, the President shall present the matter to the Board, and be required to keep the Board informed of said temporary personnel's duties and performance. The President, at all times, is authorized to contract, receive, deposit, disburse and account for all funds of the Association, to execute in the name of the Association all contracts and other documents authorized either generally or specifically by the Board to be executed by the Association, and to negotiate any and all material business transactions of the Association.

#### **Vice President**

In the absence of the President of the Association, or in the event of his/her/their inability or refusal to act, it shall then be the responsibility of the Vice President to perform all the duties of the said President, and in doing so shall have all authority and powers of, and shall be subject to all of the restrictions on, the President.

#### **Secretary**

The Secretary, or his/her/their designee, shall be the custodian of all records and documents of the Association, which are required to be kept at the principal office of the Association, and shall act as secretary at all meetings of the Board of Directors, and shall keep the minutes of all such meetings on file in hard copy and electronic format. She/ he/ they shall address the giving and serving of all notices of the Association and shall see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws.

#### **Treasurer**

It shall be the responsibility of the Treasurer to keep and maintain, or cause to be kept and maintained, adequate and accurate accounts of all the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The Treasurer shall be responsible for ensuring the deposit of, or cause to be deposited, all money and other valuables as may be designated by the Board of Directors. Furthermore, the Treasurer shall disburse, or cause to be disbursed, the funds of the Association, as may be ordered by the Board of Directors, and shall render to the President of the Association, Vice President, and the Board of Directors, whenever they

request it, an account of all the Treasurer's transactions as treasurer and of the financial condition of the Association.

The Treasurer shall not be required to give the Association a bond, unless so requested and required by the Board of Directors, in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the Treasurer's office and for restoration to the Association of all its books, papers, vouchers, money and other property of every kind in the Treasurer's possession or under the Treasurer's control upon the Treasurer's death, resignation, retirement, or removal from office. The Association shall pay the cost of such a bond if required.

## **ARTICLE 7 – COMMITTEES**

### **Committees of Directors**

The Board of Directors may, from time to time, and by resolution adopted by a majority of the directors then in office provided that a quorum is present, designate one or more committees. The Board shall establish such Committees as needed by resolution of a quorum of the Board of Directors and entered in the record by the Secretary of the Board. Such Committees may consist of persons who are not also members of the Board. The duties and governance of the Committees shall be enumerated when the Committees are established. It is contemplated that the Board may establish Committees for fund raising, communication, and holiday parties.

### **Fundraising Committee**

The Board, at its sole discretion, may create a Fundraising Committee which shall ensure and contribute well-planned fundraising initiatives for the Association. In addition, this Committee shall identify potential sources of funds, take an active role in enhancing the Board's awareness of fundraising opportunities, explore opportunities for enhanced public relations and fundraising, and provide an annual review of the performance of the Association's fundraising plan. The chief fundraising objective of the Board or the Fundraising Committee shall be the holiday fund for the staff of the Cedars of Marin.

## **ARTICLE 8 - STANDARD OF CARE**

### **General**

A director shall perform all the duties of a director, including, but not limited to, duties as a member of any committee of the Board on which the director may serve, in such a manner as the director deems to be in the best interest of the Association and with such care, including reasonable inquiry, as an ordinary,



prudent, and reasonable person in a similar situation might exercise under similar circumstances.

In the performance of the duties of a director, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

a) One or more officers of the Association whom the director deems to be reliable and competent in the matters presented;

b) Counsel, independent accountants, or other persons, as to the matters which the director deems to be within such person's professional or expert competence; or

c) A committee of the Board on which the director does not serve, as to matters within its designated authority, which committee the director deems to merit confidence, so long as in any such case the director acts in good faith, after reasonable inquiry when needed by the circumstances, and without knowledge that would cause such unwarranted reliance. Except as provided in Article 8 - Standard of Care, any person who performs the duties of a director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge his/her/their obligations as a director, including, without limitation, any actions or omissions which exceed or defeat a public or charitable purpose to which the Association, or assets held by it, are dedicated.

### **Loans**

The Association shall make no loan of money or property to, nor guarantee the obligation of, any director or officer, unless approved by the California Attorney General; provided, however, that the Association may advance money to a director or officer of the Association or for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or director so long as such individual would be entitled to be reimbursed for such expenses.

### **Conflict-of-Interest**

The purpose of the Conflict-of-Interest policy is to protect the Association's interest from entering a transaction or arrangement that might benefit the private interest of one of its officers or directors, or that might otherwise result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable corporations/organizations and is not intended as an exclusive statement of responsibilities.

### **Duty to Disclose**

In connection with any actual or possible conflict-of-interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors who are considering the proposed transaction or arrangement.

### **Addressing a Conflict of Interest**

If the Board should establish that a proposed transaction or arrangement establishes a conflict of interest, the Board shall then proceed with the following actions:

a) Any interested person may render a request or report at the Board meeting, but upon completion of said request or report, the individual shall be excused while the Board discusses the information and/or material presented and then votes on the transaction or arrangement proposed involving the possible conflict of interest.

b) The President of the Board shall, if deemed necessary and appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c) After exercising due diligence, the Board shall determine whether the Association can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the best interest of the Association, for its own benefit, and whether it is fair and reasonable. It shall make its decision as to whether to enter into the transaction arrangement in conformity with this determination.

### **Violations of Conflict-of-Interest Policy**

Should the Board have reasonable cause to believe an interested person has failed to disclose actual or possible conflicts- terest, the Board shall then inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose.

If, after hearing the interested person's explanation, and after making further investigation as may be warranted in consideration of the circumstances, the Board determines the interested person intentionally failed to disclose an actual

or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

### **Procedures and Records**

All minutes of the Board Meetings, when applicable, shall contain the following information:

- a) The names of all the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.
  
- b) The names of the persons who were present for discussions and any votes relating to the transaction or arrangement, the content of the discussions, including any alternatives to the proposed transaction or arrangement, and a record of any vote taken in connection with the proceedings.

### **Acknowledgment of Conflict-of-Interest Policy**

Each director, principal officer, and member of a committee with Board delegated powers shall be required to sign a statement which affirms that such person:

- a) Has received a copy of the conflict-of-interest policy;
- b) Has read and understands the policy;
- c) Has agreed to comply with the policy; and
- d) Understands that the Association is charitable, and to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

### **Indemnification**

To the fullest extent permitted by law, the Association shall indemnify its directors, officers and volunteers as described by law, including persons formerly occupying any such position, and their heirs, executors and administrators, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," and including any action by or in the right of the Association, by reason of the fact that the person is or was a person as described in the Non-Profit Corporation Act. Such right of indemnification shall not be deemed

exclusive of any other right to which such persons may be entitled apart from this Article.

To the fullest extent permitted by law, and, except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification in defending any "proceeding" shall be advanced by the Association of an undertaking by or on behalf of that person to repay such amount unless it is ultimately determined that the person is entitled to be indemnified by the Association for those expenses.

The Association shall have the power to purchase and maintain insurance on behalf of any agent of the Association, to the fullest extent permitted by law, against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, or to give other indemnification to the extent permitted by law.

## **ARTICLE 9 – EXECUTION OF CORPORATE INSTRUMENTS**

### **Execution of Corporate Instruments**

The Board of Directors may, at its discretion, determine the method and designate the signatory officer or officers, to execute any corporate instrument or document, or to sign the corporate name without limitation, except when otherwise provided by law, and such execution or signature shall be binding upon the Association.

Unless otherwise specifically determined by the Board of Directors or otherwise required by law, formal contracts of the Association, promissory notes, deeds of trust, mortgages, other evidences of indebtedness of the Association, other corporate/organization instruments or documents, memberships in other corporations/organizations, and certificates of shares of stock owned by the Association shall be executed, signed, and/or endorsed by the President, Treasurer and Secretary.

All checks and drafts drawn on banks or other depositories on funds to the credit of the Association, or in special accounts of the Association, shall be signed by such person or persons as the Board of Directors shall authorize to do so.

### **Loans and Contracts**

No loans or advances shall be contracted on behalf of the Association and no note or other evidence of indebtedness shall be issued in its name unless and except the specific transaction is authorized by the Board of Directors. Without the express and specific authorization of the Board, no officer or other agent of

the Association may enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association.

## **ARTICLE 10 – RECORDS AND REPORTS**

### **Maintenance and Inspection of Articles and Bylaws**

The Association shall keep at its principal office the original or a copy of its Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the directors at all reasonable times during office hours.

### **Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns**

The Association shall keep at its principal office a copy of its federal tax exemption application and its annual information returns for three years from their date of filing, which shall be open to public inspection and copying to the extent required by law.

### **Maintenance and Inspection of Other Corporate Records**

The Association shall keep adequate and correct books and records of accounts, reports, and written minutes of the proceedings of the Board and committees of the Board. All such records shall be kept at a place or places as designated by the Board and committees of the Board, or in the absence of such designation, at the principal office of the Association. The minutes shall be kept in written or typed form, and other books and records shall be kept either in written or typed form or in any form capable of being converted into written, typed, or printed form. Upon leaving office, each officer or agent of the Association shall turn over to his, her or their successor or the President of the Board or Vice President, in good order, such corporate/organization monies, books, records, minutes, lists, documents, contracts or other property of the Association as have been in the custody of such officer or agent during his or her term of office.

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Association and each of its committees. The inspection may be made in person or by an agent or attorney and shall include the right to copy and make extracts of documents.

### **Preparation of Annual Financial Statements**

The Association shall prepare annual financial statements using generally accepted accounting principles. Such statements shall be audited by an

independent certified public accountant, in conformity with generally accepted accounting standards. The Association shall make these financial statements available to the California Attorney General and members of the public for inspection no later than thirty (30) days after the close of the fiscal year to which the statements relate.

### **Reports**

The Board shall ensure an annual report is sent to all directors within thirty (30) days after the end of the fiscal year of the Association, which shall contain the following information:

- a) The assets and liabilities, including trust funds, of the Association at the end of the fiscal year.
- b) The expenses or disbursements of the Association for both general and restricted purposes during the fiscal year.
- c) The information required by the Non-Profit Corporation Act concerning certain self-dealing transactions involving more than fifty thousand dollars (\$50,000.00) or indemnifications involving more than ten thousand dollars (\$10,000.00) which took place during the fiscal year.

The report shall be accompanied by any pertinent report from an independent accountant or, if there is no such report, the certificate of an authorized officer of the Association that such statements were prepared without audit from the books and records of the Association.

The Officers of the Association are required to file the following reports and pay fees of various governing agencies:

- a) Form RRF-1- Annual Registration Renewal Fee Report to the Attorney General of the State of California. <https://oag.ca.gov>.
- b) Form 990 EZ – Short Form Return of Organization Exempt from Income Tax, to be filed with the IRS. <https://www.irs.gov>.
- c) Form SI-100 – Secretary of State Statement of Information, due every other year with the Secretary of State of California when there is a change of address for the principal office of the Association for Service of Process. <https://bpd.cdn.sos.ca.gov>.
- d) Form instructions for these requirements can be found on government websites and filed virtually.

## **ARTICLE 11 – FISCAL YEAR**

The fiscal year for the Association shall end on September 30<sup>th</sup>.

## **ARTICLE 12 – AMENDMENTS AND REVISIONS**

These Bylaws may be adopted, amended, or repealed by unanimous vote of the directors then in office. Such action is authorized only at a duly called and held meeting of the Board of Directors for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations therefor, is given in accordance with these Bylaws. If any provision of these Bylaws requires the vote of a larger portion of the Board than is otherwise required by law, that provision may not be altered, amended, or repealed by that greater vote.

## **ARTICLE 13 – CORPORATE/ORGANIZATION SEAL**

The Board of Directors may adopt, use, and alter an association/organization seal. The seal shall be kept at the principal office of the Association. Failure to affix the seal to any association/organization instrument, however, shall not affect the validity of that instrument.

## **ARTICLE 14 – CONSTRUCTION AND DEFINITIONS**

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Non-Profit Corporation Act as amended from time to time shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes the singular and the gender non-conforming, and the term "person" includes an Association as well as a natural person. If any competent court of law shall deem any portion of these Bylaws invalid or inoperative, then as far as is reasonable and possible (i) the remainder of these Bylaws shall be considered valid and operative, and (ii) effect shall be given to the intent manifested by the portion deemed invalid or inoperative.

**CERTIFICATE OF SECRETARY**

I, \_\_\_\_\_, certify that I am the current elected and acting  
Secretary Association as adopted by the Board of Directors EXECUTED on this  
Day of \_\_\_\_\_ 2023, in the County of \_\_\_\_\_ and that

They have not been modified since the date of the Association, and the above  
Bylaws are the Bylaws of the above..

**EXECUTED** on this \_\_\_\_ day of \_\_\_\_\_ in the County of  
\_\_\_\_\_ in the State of California.

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(Duly Elected Secretary)