

**BYLAWS
OF THE
ALBEE WATER ASSOCIATION**

These are the Bylaws of The ALBEE WATER ASSOCIATION, Inc. (the "Association"), which shall operate under the Nebraska Nonprofit Corporation Act, as amended ("Corporation Act"), as amended from time to time (the "Act"), and in accordance with the Declaration of said Association which is or will be recorded in the office of the Clerk and Recorder of the County of Keith, State of Nebraska.

**ARTICLE I
OBJECT**

1.1 Purpose. The purpose for which the Association is formed is to:

- 1.1.1 Govern and operate the water system that provides water to residential properties in Albee Subdivisions Three and ~~Four—located~~Four located within the County of Keith, State of ~~Nebraska;~~Nebraska.
- 1.1.2 Promote the common benefit of ~~the Association~~the Association; and
- 1.1.3 Be and constitute the Association to which reference is made in the Declaration and to perform all obligations and duties of the Association and to exercise all rights and powers of the Association, as specified herein therein.

1.2 Membership. All present users of the public water system in Albee's Third and Fourth Subdivision, or future owners, tenants, future tenants of any of the Lots or Tracts of Albee Subdivision who are users of the Albee public water of the designated subdivisions

**ARTICLE II
MEMBERSHIP, VOTING MAJORITY OF
MEMBERS, QUORUM, PROXIES**

2.1 Membership Types and Voting. The Association shall be a membership corporation without certificates or shares of stock.

2.1.1 Any person owning real estate or leased tract within the boundaries of the Third and Fourth Albee Subdivision are "Members" of the Water Association by virtue of ownership within these boundaries' and who use water from the Water Association.

2.2 Each Voting Member shall be entitled to vote in Association matters on the following basis:

2.2.1 One vote for each residential Lot or leased ~~tract,~~tract, owned and occupied by its Owner AND who uses water from the Water Association.

2.2.2 When more than one person holds an interest in any Lot or Tract which qualifies as a Voting Member, the vote for each such Lot or Tract shall be exercised by one person, as they among themselves determine.

2.2.3 Membership shall terminate automatically without any Association action whenever a Member, voting or non-voting, ceases to own a Lot or Tract in the Subdivision. Termination of membership shall not relieve or release any former Owner from any liability or obligation

incurred by virtue of, or in any way connected with, ownership of a Lot or Tract, or impair any rights or remedies which the Association or others may have against such former Owner arising out of, or in any way connected with, such membership—.

2.3 Election of Executive Board. In the election of the Executive Board, each Voting Member shall have the right to vote the number of votes to which he is entitled for as many persons as there are Directors to be elected, and for whose election he is entitled to vote.

2.4 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of 51% of the Voting Members entitled to cast a vote at such meeting shall constitute a quorum.

2.5 Proxies. Votes allocated to a Lot or Tract may be cast in person or by proxy, provided such proxy is duly executed by an Owner. Proxies must be filed with the Secretary at least 24 hours before the appointed time of each meeting. All proxies must be in writing and may be either general or for a particular meeting. A proxy holder need not be an Owner. Proxies may be filed with the Secretary electronically so long as they are provided 24 hours prior to the meeting.

2.6 Affirmative Vote. Unless a different percentage is—required by law, the Articles of Incorporation, or these Bylaws, the affirmative vote of a majority of the Voting Members present at any meeting shall be sufficient to adopt decisions binding on all Members.

ARTICLE III ASSOCIATION MEETINGS

3.1 Place of Meetings. Meetings of the Members shall be held at a location within the Subdivision or at such place within the State of Nebraska as the Executive Board may determine, so long as such alternate location is reasonably convenient to the Members.

3.2 Annual Meeting. The annual meetings of the Association shall be held each year on the Thursday prior to Memorial weekend. ~~(immediately following the annual Albee Road Association meeting which commences at 6:00 p.m. MDT..MDT.~~ The first annual meeting shall be called by the initial Executive Board of the Association on May 25, ~~2023~~~~2022~~~~2022~~, at which time the ~~elected~~~~delected~~ Executive Committee shall be elected by ballot of the Voting Members in accordance with the provisions of Article IV of these Bylaws. The Members may transact such other business as may properly come before them at these meetings.

3.3 Special Meetings. Special meetings of the Association for any purpose other than those controlled by statute may be called by the President of the Association, by a majority of the members of the Executive Board, or by Voting Members having twenty percent (20%) of the votes in the Association.

3.4 Notice of Association Meetings. It shall be the duty of the Secretary of the Association to cause notice of meetings of the Members of the Association other than the annual meeting to be hand-delivered, sent by e-mail to members that approve this notice format, or sent prepaid by United States mail to the mailing address of each Member or to any other mailing address designated in writing by an Member, not less than fourteen (14) nor more than sixty (60) days in advance of a meeting. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to these Bylaws, and budget changes, and any proposal to remove an officer or member of the Executive Board—No notice outside of these bylaws is necessary for the annual meetings described in 3.2.

3.5 Waiver of Notice. Any Owner may, at any time, waive notice of any meeting of the Association in writing, and the waiver shall be deemed the same as receipt of notice. The presence of a member at any meeting of the members shall constitute a waiver of notice, unless the member's presence at the meeting is for the purpose of objecting to the meeting on grounds that the meeting was not properly called. The certificate of the Secretary of the Association that notice was properly given as provided in these Bylaws shall be prima facie evidence hereof.

3.6 Adjourned Meetings. If any meeting of the Association cannot be convened because a quorum has not attended or if the business of the meeting cannot be concluded, then in that event, a majority of the Voting Members who are present, either in person or by proxy, may recess the meeting from time to time for periods of no longer than one (1) week until a quorum is obtained or until a conclusion can be reached. At any such recessed meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.7 Order of Business. The suggested order of business at all meetings of the Members shall be as follows:

- 3.7.1 Roll call or check-in procedure.
- 3.7.2 Certification of notice of meeting or waiver of notice.
- 3.7.3 Reading of minutes of preceding meeting.
- 3.7.4 Reports of officers.
- 3.7.5 Reports of committees.
- 3.7.6 Election of members of the Executive Board (when required).
- 3.7.7 Unfinished business.
- 3.7.8 New business; and
- 3.7.9 Adjournment.

3.8 Rules of Meetings. The Executive Board/Chair may prescribe reasonable rules for the conduct of meetings and in the absence of such rules, Robert's Rules of Order shall be used.

ARTICLE IV EXECUTIVE

4.1 Association Responsibilities. The Association has the responsibility to manage the upkeep of the water system, including wells, lots the wells are located, the distribution system, billing and collection for dues and any other duties assigned to it through these by-laws or as same may be amended. In the event of any dispute or disagreement between any Members, or any questions of interpretation or application of the provisions of Bylaws, such dispute or disagreement shall be submitted to the Executive Board. The determination of such dispute or disagreement by the Executive Board shall be binding on each and all such Owners who are voting members of the Association, but subject to the right of Owners to seek other remedies provided by law after such determination by the Executive Board.

4.2 Number and Qualification. The Executive Board shall be composed of five ~~(5)~~(6) Directors elected from among the Voting Members. In the case of corporate or partnership Owners, the officers, ~~directors,~~ directors, partners or agents of such entities may be members of the Board. Executive Board members must be permanent community members as defined by having a current physical mailing address within the Albee's 3 or 4 subdivisions and have an occupancy of that

residence of at least SIX (6) months of each calendar year. The number of Directors may be increased or decreased by amendment of these Bylaws; provided, however, that the number of directors shall not be reduced to less than three (3) nor increased to more than seven (7).

4.3 Initial Executive Board. The initial executive Board shall consist of the Incorporators and five (5) additional members appointed by the Incorporators.— This Executive Board shall hold office until a Meeting for the first election at which time they will surrender their position to the “Elected” Board. The Meeting for the first election shall occur at the first annual meeting

4.4 Powers and Duties. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association. The Executive Board may do all such acts and things allowed by law, the Articles, these Bylaws or directed to be exercised and done by the Owners directly, such as representation of the Subdivision where issues are present that will or may affect the Subdivision.

4.5 Other Powers and Duties. The Executive Board shall be empowered and shall have the duties as follows:

4.5.1 To administer and enforce the obligations and all other provisions set forth in the in the Articles and these Bylaws.

4.5.3 To keep in good order, ~~condition~~condition, and repair all of the Common Areas, including well lots, and all items of personal property, if any.

4.5.4 Periodically fix, determine, levy and collect the assessments to be paid by each of the Owners towards the Common Expenses of the Association and to adjust, decrease or increase the amount of the Assessments, refund any excess Assessments to the Members, or credit any excess of Assessments over expenses and cash reserves to the Members against the next succeeding assessment period or otherwise retains any such excess Assessments for application to other Common Expenses; to levy and collect Special Assessments whenever in the opinion of the Executive Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies; and to the extent authorized by law without jeopardizing the nonprofit status of the Association, to levy, assess, collect and accept taxes (or the equivalent thereof) on retail sales conducted within the Property;

4.5.5 To protect and defend the Association from loss and damage by suit or ~~otherwise;~~otherwise.

4.5.6 Subject to the limitations of the Act, to borrow funds and to give security therefor in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of these Bylaws and to execute all such instruments evidencing such indebtedness as the Executive Board may deem necessary or desirable.

4.5.7 Subject to the applicable provisions of the Act, to enter into contracts within the scope of their duties and powers.

4.5.8 To establish bank accounts that are interest bearing or non-interest bearing, as may be deemed advisable by the Executive Board.

4.5.9 To keep and maintain detailed, full and accurate books and records showing in chronological order all of the receipts, expenses or disbursements pursuant to appropriate specificity and itemization and to permit inspection thereof as is provided in the Act, and,

upon the direction of the Executive Board in its discretion or upon the vote of the Members representing an aggregate ownership percentage interest of at least fifty-one percent (51%) of the Subdivision, to cause a complete audit to be made of the books and records by a competent certified public accountant;

4.5.10 To prepare and deliver annually to each Voting Member a statement showing all receipts, ~~expenses~~expenses, or disbursements since the last such statement.

4.5.11 To designate and remove the personnel necessary for the operation, maintenance, ~~repair~~repair, and replacement of the Common Areas, ~~wells~~wells, and any part of the distribution system.

4.5.12 To suspend water to any member for failure to comply with these Bylaws or the rules and regulations of the Association, including appropriated dues; and

4.5.13 In general, to ~~carry on~~continue the administration of the Association and to do all of those things necessary and/or desirable in order to carry out the governing and operating of the Subdivision, except as expressly prohibited by the Act.

4.6 Election and Term of Office. Members of the Executive Board shall be elected by a majority of the Voting Members voting at the annual meeting of the members of the Association. The initial term of one (1) director of the Executive Board shall be for one (1) year, the initial term of two (2) directors of the Executive Board shall be for two (2) years and the initial term of the remaining director shall be the Executive Board for three (3) years and thereafter until such director's successor is duly elected and qualified, unless such director is removed in the manner hereinafter provided. At each annual meeting, the members shall elect the same number of directors whose terms are expiring at the time of each election for a three (3) year term.

4.6.1 The "Initial Executive Board" shall be the incorporators and 5 other members that are appointed by the Incorporators. This Initial Executive Board shall terminate, and the members shall relinquish their authority at the time an election is held for the election of the Executive Board and the new Board is formed—The annual meeting for the first election of the Executive Board shall be held on May 25, 2023.

4.7 Vacancies. Vacancies in the Executive Board caused by any reason other than the removal of a director by a vote of the Association shall be filled by majority election of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is duly elected and qualified at the next annual meeting of the Association.

4.8 Removal of Directors. At any annual or special meeting of the Association, duly called, any one or more of the directors may be removed, with or without cause, by the vote of the voting members representing an aggregate ownership interest of at least sixty-seven percent (67%) of the members present and entitled to vote at any such meeting and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the voting members shall be given an opportunity to be heard at the meeting.

4.9 Organizational Meeting. The first meeting of a newly elected Executive Board shall be held within thirty (30) days of such election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order to convene such meeting, providing a majority of the new Board shall be present at such election meeting.

4.10 Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two (2) such meetings shall be held each year. Notice of regular meetings of the Executive Board shall be given to each director, personally or by mail, e-mail, telephone, ~~telegraph~~telegraph, or facsimile, at least three (3) days prior to the day named for such meeting. All regular and special meetings of the Association's Executive Board, or any committee thereof, shall be open to attendance by all members of the Association or their representatives.

4.11 Special Meetings. Special meetings of the Executive Board may be called by the President, on his/her own initiative, on three (3) days' notice to each director, given personally, or by mail, e-mail, telephone, ~~telegraph~~telegraph, or facsimile, which notice shall set forth the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on receipt of a written request to call such a special meeting from at least two (2) directors.

4.12 Waiver of Notice. Before or at any meeting of the Executive Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him/her of the time and place thereof. If all the directors are present at any meeting of the Executive Board, no notice shall be required, and any business may be transacted at such meeting.

~~4.13 Executive~~4.13 Executive Board Quorum. At all meetings of the Executive Board, a majority of the Directors shall constitute a quorum. The act of a majority of directors present at a meeting at which a quorum is present shall be the acts of the Executive Board. If at any meeting of the Executive Board there be less than a quorum present, the majority of those present may recess the meeting from time to time for periods of no longer than one (1) week until a quorum is obtained. At any such recessed meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.14 Teleconference Meetings. Any regular or special meetings of the Executive Board may be conducted by teleconference, zoom, or other electronic method followed by minutes of such meeting, which shall be distributed to each Director.

4.15 Informal Action by Directors. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as the unanimous vote of the Directors.

4.16 Compensation. Fidelity Bonds. The members of the Executive Board shall serve without salary or compensation. The Executive Board may employ professional consultants for the Association at a compensation to be set by the Executive Board. The Executive Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds or insurance in amounts to be determined by the Executive Board. The premiums on such bonds shall be paid by the Association.

4.17 Committees. The Executive Board may establish committees which are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Board present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board designating the committee or with the rules adopted by the Board.

4.18 Enforcement Rights. Notwithstanding anything to the contrary, the Association, acting through the Executive Board, may elect to enforce any provision of these Bylaws, or the Association's Rules and Regulations by self-help (specifically including, but not limited to, terminating member's water usage, suit at law or in equity to enjoin any violation or to recover monetary damages, or pursue any other remedy, or any combination of remedies without the necessity of compliance with the procedures set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

ARTICLE V OFFICERS

5.1 Designation. The officers of the Association shall be a President, a ~~Secretary~~Secretary, and a Treasurer, all of whom shall be elected by and be members of the Executive Board. Further, the Executive Board may, in its discretion, elect one (1) or more Vice Presidents, an Assistant Secretary and/or an Assistant Treasurer. The same person may hold the offices of Secretary and Treasurer. One (1) person may hold concurrently more than one (1) office except that the President may not serve as both President and Secretary.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. All officers, except officers appointed by Declarant, must be members of the Association and the President must be elected from among the Executive Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Executive Board, any officer may be removed, either with or without cause, and his/her successor elected at any regular meeting of the Executive Board, or at any special meeting of the Board called for such purpose; provided, however, that only the Declarant may remove an officer appointed by the Declarant.

5.4 President. The President shall be elected from among the Executive Board and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Executive Board. The President shall have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporations including, but not limited to, the power to appoint committees from among the members from time to time as may be deemed appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the members of the Association at any regular or special meetings. The President shall be the designated contact person with the State of Nebraska NDHHS Public Water and shall identify other the emergency contacts.

5.5 Vice President. The Vice President shall have all of the powers and authority and perform all the functions and duties of the President, in the absence of the President or in the President's inability for any reason to exercise such powers and functions or perform such duties.

5.6 Secretary. The Secretary shall keep the minutes of all the meetings of the Executive Board and the minutes of all meetings of the Association. The Secretary shall have charge of such books and papers as the Executive Board may direct, and shall, in general perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last-known addresses as shown on the records of

the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the Lot owned by such member, the percentage interests in the Common Area attributable thereto and a description of the Limited Common Area assigned appurtenant to each Lot. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours. Assistant Secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary.

5.7 Treasurer. The Treasurer shall have responsibility for Association funds, shall keep the financial records and books of account of the Association and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Executive Board. Assistant Treasurers, if any, shall have the same duties and powers, subject to supervision by the Treasurer.

ARTICLE VI INDEMNIFICATION

6.1 Definitions. For purposes of this Article VI, the following terms shall have the meanings set forth below:

6.1.1 Proceeding. Any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

6.1.2 Indemnified Party. Any person who is or was a party or is threatened to be made a party to any Proceeding by reason of the fact that he/she is or was a director or officer of the Association or a member of a committee formed by the Association or, while a director or officer of the Association or a member of a committee, is or was serving at the request of the Association as a director, officer, member, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, committee or other enterprise including, without limitation, any employee benefit plan of the Association for which any such person is or was serving as a trustee, plan administrator or other fiduciary.

6.2 Indemnification.

6.2.1 Except as provided in paragraph 6.2.4 of this Section 6.2, the Association shall indemnify an Indemnified Party against liability incurred in any Proceeding if:

6.2.1.1 He/she conducted himself/herself in good faith.

6.2.1.2 He/she reasonably believed:

a. In the case of conduct in his/her official capacity with the Association that his/her conduct was in the Association's best interest; or

b. In all other cases, that his/her conduct was at least not opposed to the Association's best interests; and

6.2.1.3 In the case of any criminal proceeding, he/she has no reasonable cause to believe his/her conduct was unlawful.

6.2.2 An Indemnified Party's conduct with respect to an employee benefit plan for a purpose he/she reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirements of sub-subparagraph (b) of subparagraph II of paragraph 6.2 of this Section. An Indemnified Party's conduct with

respect to an employee benefit plan for a purpose that he/she did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of subparagraph I of paragraph 6.2 of this Section.

6.2.3 The termination of any proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the individual did not meet the standard of conduct set forth in paragraph 6.2.1 of this Section.

6.2.4 The Association may not indemnify an Indemnified Party under this Section either:

6.2.4.1 In connection with a Proceeding by or in the right of the Association in which the Indemnified Party was adjudged liable to the Association; or

6.2.4.2 In connection with any proceeding charging improper personal benefit to the Indemnified Party, whether or not involving action in his/her official capacity, in which he/she was adjudged liable on the basis that personal benefit was improperly received by him/her.

6.3 Insurance. By action of the Board, notwithstanding any interest of the directors in such action, the Association may purchase and maintain insurance, in such amounts as the Executive Board may deem appropriate, on behalf of any Indemnified Party against any liability asserted against him/her and incurred by him/her in his/her capacity of or arising out of his/her status as an Indemnified Party, whether or not the Association would have the power to indemnify him/her against such liability under applicable provisions of laws.

6.4 Right to Impose Conditions to Indemnification. The Association shall have the right to impose, as conditions to any indemnification provided or permitted in this Article VI, such reasonable requirements and conditions as to the Executive Board may appear appropriate in each specific case and circumstances including, without limitation, any one or more of the following: (a) that any counsel representing the person to be indemnified in connection with the defense or settlement of any Proceeding shall be counsel mutually agreeable to the person to be indemnified and to the Association; (b) that the Association shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the person to be indemnified and (c) that the Association shall be subrogated, to the extent of any payments made by way of indemnification, to all of the Indemnified Party's right of recovery, and that the person to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Association.

6.5 Non-Liability of the Directors, Board Officers and Declarant. Neither the Executive Board nor officers of the Association, shall be personally liable to the Owners for any mistake or judgment or for any acts or omissions of any nature whatsoever as such directors, Executive Board, officers, or Declarant, except for any acts or omissions found by a court to constitute gross negligence or fraud.

ARTICLE VII AMENDMENTS

7.1 By the Members. These Bylaws may be amended by action or approval of Voting Members representing an aggregate Membership interest of at least sixty-seven percent (67%) of the votes of voting members in attendance at a regular or special meeting of the Association, except that the original Bylaws provided by the initial Executive Board may be amended by 51% of the Members in

attendance at a regular or special meeting. Any notice of any meeting therefor shall specify the nature and text of any proposed amendment or amendments, provided that these Bylaws shall at all times comply with the provisions of the Act and the Corporation Act.

7.2 Amendment by the Executive Board. These Bylaws may be amended by the unanimous vote of the Executive Board at any regular or special meeting, provided that a quorum is present at such meeting. A statement of any proposed amendment shall accompany the notice of any regular or special Executive Board meeting at which such proposed amendment will be voted upon.—_No amendment may be adopted by the Executive Board which conflicts with an amendment adopted by the Members.

7.3 Preparation of Amendments. The President and Secretary of the Association may prepare, execute, ~~certify~~certify, and record amendments to the Declaration.

7.4 Scope of Amendments. These Bylaws may not be amended in a manner inconsistent with the Articles of Incorporation of the Association, the Declaration, or any applicable provision of Nebraska law.

ARTICLE VIII MISCELLANEOUS

8.1 Notice to Association. Every Owner shall timely notify the Association of the name and address of any purchaser, transferee or lessee of his/her Lot or Tract. The Association shall maintain such information at the office of the Association.

8.2 Proof of Ownership. Any person becoming an Owner after October 1, 2022, shall immediately furnish to the Executive Board a photocopy or a certified copy of the recorded instrument vesting in that person such ownership, which instrument shall remain in the files of the Association. A member shall not be deemed to be in good standing, nor shall he/she be entitled to vote at any annual or special ~~meeting~~meetings of members unless this requirement is first met.

8.3 Compliance. These Bylaws are intended to comply with the requirements of the Act and the Corporation Act. If any provisions of these Bylaws conflict with the provisions of any of such Acts, as the Acts may be amended from time to time, it is hereby agreed that the provisions of the appropriate Acts will apply.

8.4 Character of Association. This Association is not organized for profit. No member, member of the Executive Board, officer or person for whom the Association may receive any property or funds shall receive any pecuniary profit from the operation thereof, and in no event shall any part of the fiends or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of, any of the Executive Board officers or members, except upon a dissolution of the Association; provided, however, (a) that reasonable compensation may be paid to any member, manager, director, or officer while acting as an agent or employee of the Association for service rendered in effecting one or more of the purposes of the Association, and (b) that any member, manager, director, or officer may, from time to time, be reimbursed for his/her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

8.5 Conveyances and Encumbrances. Corporate property may be purchased, ~~conveyed~~conveyed, or encumbered for security of monies borrowed by authority of the Association and/or the Executive

Board. Conveyance or encumbrances shall be by instrument executed by the President or Vice President and by the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer or executed by such other person or persons to whom such authority may be delegated by the Board.

8.6 Inspection of Records. Any Owner or First Mortgagee may inspect the Association's records of receipts and expenditures at any reasonable time during convenient weekday business hours, and, upon ten (10) days' notice to the Executive Board or Managing Agent, if any, and upon payment of a reasonable fee' not to exceed fifty dollars (\$50.00), any Owner or First Mortgagee of such Owner shall be furnished a statement of account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner. Further, the Association shall make available for inspection during normal business hours, to any Owner, Mortgagee, Agency, ~~insurer~~insurer, or guarantor of any Mortgage and to any prospective purchaser of a Lot, current copies of the Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, and most recent financial statements of the Association.

ADOPTED by the Executive Board on _____, 2022.

By _____
Todd Namuth, President of the
Initial Executive Board of ~~Albee Water~~Albee Water Association, Inc.

Attested to by _____
Anthony Palmieri, Secretary of the
Initial Board of Albee Water Association, Inc