

BYLAWS OF DOUGLAS NEIGHBORHOOD ASSOCIATION
(A Michigan Nonprofit Corporation)

ARTICLE 1 - NAME AND OFFICES

Section 1.1 Name. The name of the Corporation is DOUGLAS NEIGHBORHOOD ASSOCIATION (“the Corporation”).

Section 1.2 Registered Office. The registered office of Douglas Neighborhood Association shall be as set forth in its Articles of Incorporation.

Section 1.3 Business Offices. Douglas Neighborhood Association may have business offices at such places as the Board of Directors may determine.

ARTICLE II - PURPOSE

Section 2.1 General. The purposes of Douglas Neighborhood Association are as set forth in Article II of the Articles of Incorporation of Douglas Neighborhood Association.

Section 2.2 Restrictions on Powers. No part of the money of other property received by Douglas Neighborhood Association from any source, including its operations, shall inure to the benefit of or be distributable to its members, members of its Board, officers or other private persons; excepting that Douglas Neighborhood Association may pay reasonable compensation for services rendered and make payments and distributions in furtherance of Douglas Neighborhood Association's purposes, including reimbursement of amounts paid on Douglas Neighborhood Association's behalf.

No substantial part of the activities of Douglas Neighborhood Association shall be the carrying on of propaganda or otherwise attempting to influence legislation, except as may be elected under Section 501 (h) of the Internal Revenue Code of 1986 (as it may be amended); and Douglas Neighborhood Association shall not participate in any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provisions of these Bylaws, Douglas Neighborhood Association shall not carry on activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the internal Revenue Code of 1986 (as it may be amended) or by corporation that may receive contributions which are deductible to their donors under Section 170(c)(2) of the Internal Revenue Code of 1986 (as it may be amended).

ARTICLE III - GEOGRAPHIC REGION

Section 3.1 Geographic Region. The Douglas Neighborhood shall be defined as that region in Kalamazoo, Michigan bounded on the east by Douglas Avenue, on the south by West Main Street, on the west and north by Kalamazoo City limits.

ARTICLE IV - MEMBERS

Section 4.1 Eligibility. Any person is eligible for Membership in Douglas Neighborhood Association if he or she is at least 18 years of age and is a resident (including tenants) or property owner in the Douglas Neighborhood (as defined above) or is employed by a business located in the Douglas Neighborhood or is a representative of a nonprofit organization located in the Douglas Neighborhood. A person who is eligible for Membership and who wished to become a Member must submit a completed declaration of membership form, containing such information as the Board of Directors may approve.

Members whose eligibility is based on residency shall be classified as Resident Members. Members whose eligibility is based on criteria other than residency shall be classified as Non-Resident Members.

All Members shall have the same rights, responsibilities and privileges except with regard to number and selection of the Board of Directors (Sec. 5.2) and eligibility for holding office (Sec. 6.2 and Sec. 6.3).

Section 4.2 Members. Each Member shall be a Member for an initial term commencing on the date such person meets the requirements set forth in Section 4.1 above and continuing for such period of time as may be established by the Board of Directors not to exceed two (2) years. If, during the term that a person is a Member, such person no longer meets the requirements for membership this person shall remain as a member of Douglas Neighborhood Association, with full rights, until the term of his or her membership expires. If, during the term that a person is a Member, such person's eligibility for membership on the basis of residency changes but such person still meets the requirements of membership, this person shall remain as a member of Douglas Neighborhood Association under his or her existing classification as either Resident Member or Non-Resident Member, with such rights assigned to that classification, until the term of his or her membership expires.

Members shall be entitled to vote on all matters which Members are entitled to vote upon in Michigan non-profit Corporations organized on a Membership basis. Each Member shall be entitled to cast one (1) vote.

Section 4.3 Place of Meeting. All meetings of the Members of Douglas Neighborhood Association shall be held at such place in the City of Kalamazoo, Michigan, as may be determined from time to time by the Board of Directors, and, if possible, shall be in the Douglas Neighborhood. The place of the meeting will be convenient for the Membership to attend.

Section 4.4 Annual Meeting of the Members. The annual meeting of the Members, for the purpose of electing the Directors to serve on the Board of Directors and for the transaction of other business that may come before the meeting, shall be held in June. The date, time and place for this meeting will be designated by the Board of Directors. If the annual meeting is not held

on the date designated therefore, the Board of Directors shall cause the meeting to be held as soon thereafter as convenient.

Section 4.5 Special Meeting of Members. A special meeting of members may be called at any time by the Chairperson of Douglas Neighborhood Association or by at least five (5) Directors on the Board of Directors then in office, or by not less than ten percent (10%) of the Members entitled to vote at such special meeting. The method by which such meeting may be called is as follows: Upon receipt of a specification in writing setting forth the date and objects of such proposed special meeting, signed by the Chairperson, or by at least five (5) Directors of the Board of Directors then in office, or by Members as above provided, a person designated by the Board of Directors shall prepare, sign and mail the notices requisite to such meeting. Notice of the special meeting shall be given within the time required by Section 4.6 below.

Section 4.6 Notice of Meeting of Members. Except as otherwise provided in the Michigan Non-profit Corporation Act (the "Act"), written notice of the time, date, place and purpose of a meeting of Members shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by first class mail, sent to the last known address of each Member of record entitled to vote at the meeting. If a purpose of a meeting of Members is to vote upon an amendment to Douglas Neighborhood Association's Articles of Incorporation, then the notice of the meeting shall be sent at least twenty (20) days before the date of the meeting to the last known address of each Member and shall state the time, place and object of the meeting and shall also set forth the proposed amendment or a summary of the changes to be affect thereby. Notice of a special meeting shall state by whom such meeting was called.

When a meeting is adjourned, a notice of the time and place of the adjourned meeting shall be given to each Member of record on the new record date entitled to vote at the meeting.

Section 4.7 List of Members Entitled to Vote. The Chairperson of the Membership Committee (or if there is no such position, then the Secretary) shall make and certify a complete list of Members entitled to vote at a Members' meeting and shall have this available at a Members' meeting or any adjournment thereof. The list shall

1. Be arranged alphabetically, with the address of each Member and their classification as either Resident Member or Non-Resident Member.
2. Be produced at the time and place of the meeting.
3. Be subject to inspection by any Member during the whole time of the meeting.
4. Be *prima facie* evidence as to who are the Members entitled to examine the list or to vote at the meeting.

Section 4.8 Organization and Conduct of Meetings. Each meeting of the Members shall be presided over by the Chairperson of Douglas Neighborhood Association, or in the case of his/her

absence, by the Vice-Chair (in the absence of both the Chairperson and Vice-Chair, the Secretary or in his/her absence, the Treasurer shall preside). The role of the Secretary shall be filled by the Secretary of the Board, or by his/her assistant, or in the absence of both, by a person appointed by the Chairperson. The person presiding over the meeting may choose to conduct the meeting by Robert's Rules of Order, or by a less formal procedure. The agenda for the meeting will be established by the Chairperson or his/her designee. No matters may be voted on at the meeting unless described in the notice for the meeting.

Section 4.9 Quorum of Members. At a meeting of Members, the presence of five (5) voting Members or the presence of ten percent (10%) of the average number of Members who attended the two preceding annual meetings of Members (whichever is greater) shall constitute a quorum for the transaction of business.

Section 4.10 Vote of Members. Each Member is entitled to one (1) vote on each matter submitted to a vote at a meeting of the Members. When an action, other than the election of Directors, is to be taken by vote of the Members, it shall be authorized by a majority of the votes cast by Members entitled to vote thereon, unless a greater percentage is required elsewhere in these bylaws, by the Articles of Incorporation, or by law. Directors shall be elected by a plurality of the votes cast at an election.

Section 4.11 Resignation. Any Member desiring to resign shall submit a written resignation to the Board of Directors, which shall accept such resignation.

ARTICLE V - BOARD OF DIRECTORS

Section 5.1 Functions. Except as specifically provided in Douglas Neighborhood Association's Articles of Incorporation or these Bylaws, all rights, powers, duties, and responsibilities relative to the management and control of Douglas Neighborhood Association's property, activities and affairs are vested in the Board of Directors. In addition to the power and authority expressly conferred upon it by these Bylaws and the Articles of Corporation which is not by law or by the Articles of Incorporation or by these Bylaws required to be taken by some other party. These powers exist in the Directors acting as a group and not in individual members, except as such powers may be lawfully delegated by the Board.

Section 5.2 Number, Selection and Term. The Board shall consist of not more than twelve (12) Directors who are Resident Members and not more than three (3) Directors who are Non-Resident Members. Directors shall be elected by the Members to a term of two (2) years, and the terms shall be staggered so that one-half (1/2) shall expire each year at the time of the annual meeting of the Members. The Directors shall be elected by the Members at the annual meeting of Members. Each eligible voting member may vote for as many nominees as there are positions to be filled and the nominees receiving the greatest number of votes shall be deemed elected as Directors. If there is a tie between two (2) or more nominees for the last position, then a new vote shall be taken between these nominees.

Section 5.3 Recruitment of Directors. A recruitment committee of two (2) members of the Board and one (1) or more other members of the Douglas Neighborhood Association shall be named by the Board within sixty (60) days prior to the annual meeting of Members. The committee shall seek out and recruit persons who are willing to actively serve as Directors and who are representative of the Membership of Douglas Neighborhood Association.

Section 5.4 Meetings. The Board of Directors shall meet a minimum of ten times per fiscal year. The Board of Directors may set the date, time and place for monthly meetings of the Board. All meetings shall be open to the public; however, upon a vote of two-thirds (2/3) of the Directors present, the Board may conduct business in private and exclude non-Directors.

Unless otherwise agreed by the Board of Directors, the annual meeting of the Board of Directors of Douglas Neighborhood Association shall be held at the same place as and immediately following the annual meeting of Members in each year.

Special meetings of the Board of Directors may be called by the Secretary of Douglas Neighborhood Association upon the request of the Chairperson or three (3) of the Directors.

Meetings of the Board of Directors may be held at any place or places that are convenient to the Directors, however, Directors shall use their best efforts to schedule meetings at locations in the Douglas Neighborhood.

Section 5.5 Notice of Meetings. The annual meeting of the Board of Directors shall be held without other notice than this Bylaw. Dates for regular monthly meetings may be set in advance by the Board of Directors for a time and place each month that is agreeable to the Directors. Notice of regular meetings and agendas for such meetings shall, if possible, be given to all Directors at least twenty-four (24) hours before the meeting. Special meetings of the Board of Directors shall be held pursuant to notice of the time, place and purpose thereof either delivered personally or sent by telephone or telecopy or electronic transmission to each Director not less than twenty-four (24) hours prior to the meeting.

Section 5.6 Organization and Conduct. The Chairperson or, in his/her absence, the Vice-Chairperson shall preside over each meeting of the Board (in the absence of both the Chairperson and Vice-Chairperson, the Secretary, or in his/her absence, the Treasurer shall preside.) The meetings may be conducted either formally by Robert's Rules of Order, or informally, at the discretion of the presiding officer. The Secretary (or in his/her absence, a Director appointed by the presiding officer) shall record the minutes of the meetings.

Section 5.7 Attendance at Board Meetings. If a Director misses any three (3) consecutive regularly-scheduled meetings or a total of four (4) meetings in a twelve (12) month period, such Director may be removed by the affirmative vote of a majority of the Members present at a meeting of the Board held immediately after the third consecutive absence or fourth absence in a twelve month period.

Section 5.8 Resignation. A Director may resign by giving written notice to the Chairperson or Secretary of Douglas Neighborhood Association which notice shall be immediately forwarded to the Board of Directors. Unless otherwise specified in the resignation, the resignation shall take effect upon receipt by the Chairperson or Secretary, and acceptance of the resignation shall not be necessary to make it effective.

Section 5.9 Removal. Any Director may be removed at any time, for cause, by vote of three-fourths (3/4) of all Directors entitled to vote at a meeting of Directors, provided notice for this meeting is given within five (5) days of such meeting.

Section 5.10 Vacancies. An opening in the position of a Director resulting from a vacancy or an increase in the number of Directors shall be filled either by the affirmative vote of a majority of the Members present at a meeting at which a quorum is present, or be the affirmative vote of a majority of the remaining Directors, though less than a quorum. A person elected by the Members to fill a vacancy in a Director position shall serve for the unexpired portion of the term of the Director who is being replaced. A person elected by the Directors to fill a vacancy in a Director position shall serve until the next annual meeting of the Members. A Director elected by the Members because of an increase in the number of Directors shall serve for an initial term that is approved by the Members, not to exceed two (2) years. If a Director position is filled by the vote of the Directors, because of an increase in the size of the Board, the person so elected shall serve only until the next election of Directors by the Members.

If because of death, resignation or other cause, Douglas Neighborhood Association has no Directors in office, an Officer, a Member, an executor, administrator, trustee or guardian of a Member, or other fiduciary entrusted with like responsibility for the person or estate of a Member, may call a special meeting of Members in accordance with the Articles of Incorporation or these Bylaws.

Section 5.11 Quorum. The presence of a majority of the total number of Directors then in office shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the Directors present may reschedule the meeting for a date certain. Notice of the rescheduled meeting shall be given pursuant to the terms of these Bylaws.

Section 5.12 Voting. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless a greater vote is required by law, by the Articles of Incorporation or by these Bylaws. Each Director present shall have one vote. The person presiding at the meeting shall not vote unless there is a tied vote.

Section 5.13 Action by Unanimous Consent. Any action required to be taken at a meeting of the Board of Directors may be taken without a meeting if consent in writing setting forth the actions so taken shall be signed by all the Directors.

Section 5.14 Executive Director. The Directors shall have the right to select, hire and fire an Executive Director for Douglas Neighborhood Association and such other employees and agents who shall be responsible for Douglas Neighborhood Association's day-to-day operations. The Directors shall also specify the duties and responsibilities of the Executive Director and other employees and shall determine the salary of the Executive Director and other employees. The Directors may delegate to the Executive Director the right to hire and terminate subordinate employees and agents.

ARTICLE VI - OFFICERS

Section 6.1 Officers. The officers of Douglas Neighborhood Association shall consist of a Chairperson, a Vice-Chairperson, a Treasurer, and a Secretary. The Board of Directors shall elect the officers at the annual meeting of the Board, or as soon thereafter as is possible. Only Directors shall serve as officers. The Board may, at any time, appoint such additional or assistant officers as it may deem appropriate. Any two (2) or more offices, except that of Chairperson and Secretary, may be held by the same person.

In addition to the powers and duties of the Officers of Douglas Neighborhood Association as set forth in these Bylaws, the Officers shall have such authority and shall perform such duties as from time to time may be determined by the Board of Directors. No officer shall execute, acknowledge or verify any instrument in more than one capacity if the instrument is required by law or the Articles of Incorporation or these Bylaws to be executed, acknowledged or verified by two (2) or more Officers. Each Officer shall be elected for a term of one (1) year or until his/her resignation or removal.

Section 6.2 Chairperson. The Chairperson shall preside at all Board of Directors meetings. The Chairperson shall perform such other duties and functions as shall be assigned to him or her from time to time by the Board of Directors. The Chairperson shall, unless otherwise provided by resolution of the Board of Directors, possess the power and authority to sign all certificates, contracts, instruments, papers and documents that are necessary for the operation of Douglas Neighborhood Association in the name of and on behalf of Douglas Neighborhood Association. Only Directors who are classified as Resident Members (per Sec. 4.1) shall be eligible to serve as Chairperson.

Section 6.3 Vice-Chairperson. The Vice-Chairperson shall have such powers and perform such duties as shall from time to time be assigned by these Bylaws or by the Board of Directors. In the event the Chairperson is absent or unavailable, then the Vice-Chairperson shall perform the duties and exercise the powers of the Chairperson. Only Directors who are classified as Resident Members (per Sec. 4.1) shall be eligible to serve as Vice-Chairperson.

Section 6.4 Secretary. The Secretary shall keep the minutes of all Board of Directors meetings in books provided for that purpose. The Secretary shall have charge of such books and papers as the Board of Directors shall direct, all of which shall at all reasonable times be open to the

examination of any Director, and in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors.

Section 6.5 Treasurer. The Treasurer shall have custody of all the funds and securities of Douglas Neighborhood Association, and to the extent approved by the Board of Directors pursuant to Section 10.4 of these Bylaws, the Treasurer may endorse checks, notes and other obligations for collection on behalf of Douglas Neighborhood Association and shall deposit the same to the credit of Douglas Neighborhood Association in such bank or banks or depository or depositories as the Board of Directors may designate; sign all receipts and vouchers for payments made to Douglas Neighborhood Association; enter or cause to be entered regularly in the books of Douglas Neighborhood Association kept for that purpose, full and accurate accounts of all monies received and paid on account of Douglas Neighborhood Association, and whenever required by the Board of Directors shall render statements of such accounts; shall, at all reasonable times, exhibit the books and accounts to any Director of Douglas Neighborhood Association; sign and file all tax and other financial reports and returns required to be filed by Douglas Neighborhood Association or delegate these duties to Douglas Neighborhood Association's certified public accountant, and shall perform all acts incident to the position of Treasurer, subject to the control of the Board of Directors.

Section 6.6 Giving of Bond by Officers. All Officers of Douglas Neighborhood Association, if required to do so by the Board of Directors, shall furnish bonds to Douglas Neighborhood Association for the faithful performance of their duties, in such penalties and with such conditions and security as the Board shall require. Douglas Neighborhood Association shall assume the cost of providing any bond required hereunder.

Section 6.7 Compensation of Officers. No Officer of Douglas Neighborhood Association shall be compensated for the performance of services for Douglas Neighborhood Association, but may by resolution of the Board of Directors, be reimbursed for expenses incurred on behalf of Douglas Neighborhood Association.

Section 6.8 Resignations. Any Officer may resign at any time by giving written notice to the Board of Directors or to the Chairperson of Douglas Neighborhood Association. Any such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.9 Removal. Any of the Officers designated in Section 6.1 of this Article VI may be removed by the Board of Directors, whenever in its judgment the best interests of Douglas Neighborhood Association will be served thereby, by the vote of two-thirds (2/3) of the total number of Directors.

ARTICLE VII - COMMITTEES

Section 7.1 Executive Committee. Except as otherwise provided in these Bylaws, and as restricted by law, the Board of Directors may delegate its powers to manage, direct and control the operational affairs of Douglas Neighborhood Association to the Executive Committee. Unless the Board has given prior approval, all actions of the Executive Committee shall be subject to the approval of the Directors at the following meeting of the Board. The Executive Committee shall not exercise any powers which, by law, may only be exercised by the full Board of Directors.

- (a) **Members.** The Executive Committee shall consist of the officers of Douglas Neighborhood Association and such other Directors as may be selected by the Board of Directors. Each Member of the Executive Committee shall serve for a term of one (1) year or until his or her resignation or removal.
- (b) **Meetings.** The Executive Committee shall meet as needed. The Chairperson shall serve as the presiding officer. Reasonable notice of the time and place of meetings shall be given by the Chairperson or Secretary. A majority of the committee must be present to constitute a quorum.

Section 7.2 Recruitment Committee. The Board of Directors shall appoint a Recruitment Committee as described in Section 5.3 above.

Section 7.3 Additional Committees. The Board of Directors may, from time to time, create additional committees (in addition to the Executive and Recruitment Committees) whose powers, in terms of office, and rules of procedure shall be determined by the Board. The Board shall approve the Chairperson of each committee, who may select committee members subject to Board of Director review. Membership on committees need not be confined to those who are Directors or Members of Douglas Neighborhood Association. Any individual may be removed from a committee at any time (with or without cause) by a vote of the Board of Directors.

Any committee may be abolished at any time by a vote of the Board of Directors.

ARTICLE VIII - INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

Section 8.1 Indemnification of Directors and Officers: Claims by Third Parties. Douglas Neighborhood Association may, in the complete discretion of the Board of Directors, indemnify in full or in part any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of Douglas Neighborhood Association) by reason of the fact that he or she is or was a Director, Officer, employee or agent of Douglas Neighborhood Association or is or was serving at the request of Douglas Neighborhood Association as a Trustee, Director, Officer, employee, or agent of another corporation, business corporation, partnership, joint venture, trust or other enterprise, against

expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonable believed to be in or not opposed to the best interests of Douglas Neighborhood Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonable believed to be in or not opposed to the best interests of Douglas Neighborhood Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

Section 8.2 Actions by or in Right of Douglas Neighborhood Association. Douglas Neighborhood Association may, in the complete discretion of the Board of Directors, indemnify in full or in part any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of Douglas Neighborhood Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, Officer, employee or agent of Douglas Neighborhood Association or is or was serving at the request of Douglas Neighborhood Association, business Corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonable incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of Douglas Neighborhood Association.

Section 8.3 Expenses. To the extent that a Director, Officer, employee or agent of Douglas Neighborhood Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 8.1 and 8.2 of this Article or in defense of any claim, issue or matter therein, Douglas Neighborhood Association may, in the complete discretion of the Board of Directors, indemnify such person against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 8.4 Determination of Indemnification. As a condition precedent to any indemnification under Sections 8.1 and 8.2 of this Article the Board of Directors shall just make a determination that indemnification of the Director, Officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 8.1 and 8.2. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding or (ii) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion. If a determination is made that the person seeking indemnification has met the applicable standard of conduct described in Sections 8.1 and 8.2, then the Board of Directors shall decide the amount Douglas Neighborhood Association shall pay for indemnification. If Douglas Neighborhood Association's Board of Directors determines that a person seeking indemnification shall be indemnified under Section

8.1 or 8.2 for a portion of his or her expenses, including attorneys' fees, judgments, penalties, fines and amounts paid in settlement, but not for the total amount thereof, Douglas Neighborhood Association shall indemnify such person for the portion of the expense, judgments, penalties, fines, or amounts paid in settlement for which the Board of Directors has determined the person is entitled to be indemnified and Douglas Neighborhood Association shall not be liable for any additional amounts.

Section 8.5 Repayments of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Sections 8.1 and 8.2 of this Article may, in the complete discretion of the Board of Directors, be paid by Douglas Neighborhood Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, Officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by Douglas Neighborhood Association.

Section 8.6 Insurance. Douglas Neighborhood Association shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of Douglas Neighborhood Association or is or was serving at the request of Douglas Neighborhood Association as a trustee, director, Officer, employee, or agent of another Corporation, business Corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her or Douglas Neighborhood Association and incurred by him or her or Douglas Neighborhood Association in any such capacity, or arising out of his or her status as such, whether or not Douglas Neighborhood Association would have the power to indemnify him or her against such liability under the provisions of this Article or Michigan law.

ARTICLE IX - FISCAL YEAR

Section 9.1 Fiscal Year. The fiscal year of Douglas Neighborhood Association shall end on December 31st of each year.

ARTICLE X - MISCELLANEOUS PROVISIONS

Section 10.1 Contracts, Conveyances, Etc. Unless otherwise directed by the Board of Directors, all conveyances, contracts and instruments of transfer and assignment shall be specifically approved by the Board of Directors and shall be executed on behalf of Douglas Neighborhood Association by such Officers or agents as may be specifically authorized by the Board of Directors.

Section 10.2 Execution of Instruments. Unless otherwise designated by the Board of Directors, all Corporation instruments and documents including, but not limited to, checks, drafts, bills of exchange, acceptances, notes or other obligations or orders for the payment of money shall be signed by such Officers of Douglas Neighborhood Association as from time to time are

designated by resolution of the Board of Directors. The Board of Directors may also require that checks or drafts be signed by two (2) or more persons.

Section 10.3 Borrowing. No loans and no renewals of any loans shall be contracted on behalf of Douglas Neighborhood Association except as authorized by the Board of Directors of Douglas Neighborhood Association. When authorized to do so, any Officer or agent of Douglas Neighborhood Association may effect loans and advances for Douglas Neighborhood Association from any bank, trust company or other institution or from any firm, Corporation or individual, and for such loans and advances may make, execute and deliver promissory notes or other evidences of indebtedness and liabilities of Douglas Neighborhood Association. When authorized to do so, any Officer or agent of Douglas Neighborhood Association may pledge, hypothecate or transfer, as security for the payment of any and all loans, advances, indebtedness and liabilities of Douglas Neighborhood Association any and all stocks, securities and other personal property at any time held by Douglas Neighborhood Association and to that end may endorse, assign and deliver the same. The authority contained in this Section 10.3 shall be express and confined to specific instances.

Section 10.4 Deposits. All funds of Douglas Neighborhood Association not otherwise employed shall be deposited from time to time to the credit of Douglas Neighborhood Association in such banks, trust companies or other depositories as the Board of Directors may select. For the purpose of deposit and for the purpose of collection for the account of Douglas Neighborhood Association, checks, drafts, and other orders for the payment of money which are payable to the order of Douglas Neighborhood Association shall be endorsed, assigned and delivered by such person or persons and in such manner as may from time to time be designated by the Board of Directors.

Section 10.5 Compensation of Directors and Employees. The Board or the Executive Committee shall establish the salaries and other compensation of the employees and other agents of this Corporation.

The Directors of Douglas Neighborhood Association shall serve as such without salary, but the Board may authorized the payment of reasonable expenses incurred by Directors in performance of their Board duties (or per diem) and reasonable compensation for special services rendered by any Director and reimbursement for expenses incurred on behalf of Douglas Neighborhood Association. Except as provided in this section, no officer or Director shall receive any compensation directly or indirectly from Douglas Neighborhood Association.

Section 10.6 Contracts with Officers and Directors. No officer or Director shall be interested, directly or indirectly, in any contract relating to the operations conducted by Douglas Neighborhood Association, or in any contract for furnishing services or supplies to it, unless such contract is authorized by a majority of the Board of Directors in a meeting at which the presence of the interested Director is not necessary for its authorization, and the fact and nature

of the interest is fully disclosed or known to the Directors voting on the authorization of the contract and the contract is determined to be fair and reasonable to Douglas Neighborhood Association.

Section 10.7 Method of Giving Notices. Any notice required by statute or by these Bylaws to be given by mail, email, fax, or hand delivery to the Directors, or to any Officers of Douglas Neighborhood Association unless otherwise provided herein or in any statute, shall be given by mailing first class to such Director or Officer at his or her last address as the same appears on the records of Douglas Neighborhood Association, and such notice shall be deemed to have been given at the time of such mailing.

Section 10.8 Corporate Seal. Douglas Neighborhood Association shall have the right to adopt a corporate seal.

Section 10.9 Headings and Parenthetical Insertions. The article and paragraph headings included in these Bylaws have been used solely for convenience and shall in no event act as or be used in conjunction with the interpretation of these Bylaws.

Section 10.10 Conflict with Statute. In the event any article or section of these Bylaws shall conflict with the Michigan Non-Profit Corporation Act, the Act shall rule.

ARTICLE XI - AMENDMENTS AND ADDITIONS

Section 11.1 Amendments. These Bylaws may be altered or amended at any duly called meeting of the Members, at which a quorum is present, by a majority vote of those present, provided that written notice describing the substance of the proposed amendment has been sent to each Member of Douglas Neighborhood Association at least ten (10) days in advance of the date of meeting.

These Bylaws may also be altered or amended at any duly called meeting of the Board of Directors by the affirmative vote of three-fourths (3/4) of all Directors then in office, provided that written notice describing the substance of the proposed amendment has been sent to all Directors at least ten (10) days in advance of the meeting. Any amendment approved by the Directors shall be effective when approved by the Directors, unless a later date is specified as the effective date.

Section 11.2 Rules and Regulations. The Directors may adopt additional rules and regulations, general or specific, for the conduct of meetings, and additional rules and regulations, general or specific, for the conduct of the affairs of Douglas Neighborhood Association provided, however, no such additional rule or regulation shall be inconsistent with or in contravention of any provision of the Articles of Incorporation or these Bylaws.

ARTICLE XII – DURATION AND DISSOLUTION

Section 12.1 Duration. Douglas Neighborhood Association shall have perpetual existence, until such time as Douglas Neighborhood Association makes a determination to dissolve.

Section 12.2 Dissolution. Douglas Neighborhood Association may be dissolved by a vote of the Members provided that such a determination to dissolve is made in accordance with the rules and procedures for a Special Meeting of Members (Sec. 4.5). A determination to dissolve shall be authorized upon a vote of no less than two-thirds (2/3) of the Members present.

Section 12.3 Distribution of Assets. Per Articles of Incorporation: Upon the dissolution of the corporation, after payment or providing for payment of all charges against and liabilities of the corporation, the assets shall be distributed solely to one or more organizations (whether public or private) organized and operated primarily for such like and similar purposes as the corporation as the Board of Trustees or Directors shall determine. Such recipient organization shall be organized and operating exclusively for charitable, religious, scientific, or educational purpose so as to qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Service Code (or the corresponding provision of any future federal tax code).

ARTICLE XIII – STATEMENT OF NONDISCRIMINATION

Section 13.1 Statement of Nondiscrimination. Notwithstanding any provision of these Bylaws, Douglas Neighborhood Association shall not discriminate against any Member, Director, Officer, employee, applicant, or participant on the basis of sex, gender, race, color, ethnicity, national origin, sexual orientation or religion.

Reviewed: 10/09/2012 Board of Directors

Adopted: 10/09/2012 Board of Directors

By Directors Laura Cousineau, Cordelia Greer, Linda Mangold, Jim Pridgeon, Marian Pridgeon, Elizabeth Rice, Kyle Smith, and Jennifer Stubbs