

# **BYLAWS OF AVRA WATER CO-OP, INC.**

## **ARTICLE I**

### **Name and Offices**

#### **Section 1: Name of Co-operative.**

The official corporate name of the corporation shall be AVRA WATER CO-OP, INC. (hereinafter referred to as the “Co-op”).

#### **Section 2: Office.**

The principal office of the Co-op shall be at a place within Pima County, in the State of Arizona, as the Board of Directors may designate from time to time. The Co-op may also maintain offices in such other place or places, whether within or without the State of Arizona as the Board of Directors may designate from time to time.

## **ARTICLE II**

### **Membership**

#### **Section 1: Classes of Members.**

The Co-op shall have only one class of members.

#### **Section 2: Requirements for Membership.**

Any member of the public including persons, firms, associations, corporations, bodies politic or subdivision thereof, in the franchise area where the Co-op operates, shall be eligible for membership in the Co-op by meeting applicable membership requirements. Requirements for membership shall be that the applicant: (i) shall have completed an application for membership or an application for water service which is approved by the Co-op; and (ii) either (a) has a water hook-up from and meter with the Co-op; or (b) has, by written agreement, contributed to the Co-op, directly or indirectly, revenue, facilities or property of value in connection with the use or development of land (e.g., line extensions, booster pumps, tanks or other facilities) that is receiving or ultimately will receive water service from the Co-op.

All members shall be required to comply with the rates and charges, extension and service policies and contracts in effect from time to time, as approved by the Arizona Corporation Commission; and shall pay charges for said services and facilities furnished by the Co-op. In the case of joint membership, the provisions of Section 5 of this Article II shall apply in determining who may vote as a member of the Co-op. Unless a person meeting the requirements for membership expressly

disclaims membership rights, such person shall be presumed to be a member upon receipt by the Co-op of payment for service to the property in question. Persons who are not members may receive service from the Co-op only if the Co-op agrees to provide service, and such persons must nevertheless meet the requirements of subpart (i) and any other requirement or condition imposed by the Co-op, which may include a water hook-up and meter.

Notwithstanding the foregoing, for purposes of subpart (ii)(b) above, where membership is based on a contribution made, any such contribution shall be made by and in the name of the owner of the land in question, and only the owner shall be the member based upon such contribution. However, the Co-op may make reasonable determinations of the real party in interest with regard to membership. For example, and without limitation, the beneficiary of a land trust that qualifies for membership may be designated by the Co-op as the member in lieu of the land trust, as the beneficiary may be the real party in interest, and the Co-op may designate the beneficiary of a land trust as the rightful holder of certain privileges in the Co-op, including for voting purposes.

A person or entity making contributions under subpart (ii)(b) above shall cease to be a member when such contributing person or entity is not receiving service from the Co-op and no longer owns the land in question. Such person or entity making contributions under subpart (ii)(b) above shall also cease to be a member if the owner is not otherwise receiving service from the Co-op and the land in question is no longer planned for future service connections, or, in any event, when, in the absence of actual service to such person or entity more than ten (10) years has passed since the contribution was made. Such person or entity shall be a member, however, if it is receiving service from the Co-op or if by applicable state or federal rule or regulation the Co-op is required as a condition to its nonprofit status or other rights or privileges, to recognize membership rights of such owner or prior owner. In the case of a membership in relation to landlord tenant arrangements, a contributing owner shall cease to be a member as to the land in question if its tenant receives service and has become the member. No termination of membership shall terminate rights of a member in patronage capital, where applicable.

The Co-op may at any time deny membership to any person or entity: (a) should the Co-op determine in its sole discretion that the Co-op has insufficient service capacity; (b) should any person or entity seeking membership in the Co-op be unable to reach a written agreement on the terms of any contribution under subpart (ii)(b) above, if applicable; (c) should such person or entity not otherwise be in compliance with the rules and regulations of the Co-op; or (d) should any anticipated contribution cause the Co-op's percentage of member revenues compared to non-members revenues to approach an amount that in the sole discretion of the Co-op is unacceptable in view of the Co-op's nonprofit status or other factors.

### **Section 3: Sole Membership.**

No person, firm, association, corporation, body politic or subdivision thereof may hold more than one membership in the Co-op.

#### **Section 4: Non-Members.**

Persons or entities contracting to purchase water to haul and deliver water are not Members as contemplated by the Bylaws.

#### **Section 5: Joint Membership and Conversion Thereof.**

Persons who qualify for membership and who are joint tenants, tenants in common or who hold other forms of joint ownership or tenancy, but whose property is served by a single water hook-up and meter shall, subject to Section 6 (a) below, be entitled to joint membership, and the term “member” as used in these Bylaws shall be deemed to include such joint members, with all provisions of these Bylaws to apply equally with respect to such joint membership. Joint membership is not intended as between landlords and tenants. Joint members shall each sign an application for service and be responsible for payment for service. Notwithstanding the existence of any joint membership, the proprietary interest in a joint membership, including rights, if any, to refunds of overpayments, distributions or otherwise, shall vest in the joint members who are responsible for payment to the Co-op as provided in the application for service on file with the Co-op. Without otherwise limiting the generality of the foregoing, the following shall apply to joint members and joint membership:

(a) The presence at a meeting of one or more parties to a joint membership shall be regarded as the presence of one member.

(b) The vote of one or more joint members shall constitute one (1) joint vote. No more than one (1) vote shall exist among joint members, or with respect to any membership regardless of the number of joint members in relation thereto.

(c) A waiver of notice signed by one or more parties to a joint membership shall constitute a joint waiver.

(d) Notice to any member of a joint membership shall constitute notice to all joint members.

(e) Withdrawal of any party to a joint membership, which withdrawal results in only one remaining member, shall lapse the joint membership, thereby converting the joint membership to a single party membership, provided the remaining joint member is responsible for payment for service, including as may be provided in an application for service.

(f) Any one party to a joint membership may be elected or appointed as an officer or Director, provided that such party of the joint membership meets the qualification for such office.

(g) The termination of service to, of membership of, any joint member, or the termination of joint ownership, joint tenancy or other form of ownership or tenancy creating the prior joint tenancy, shall constitute the termination of the joint membership, except that any person previously a joint member who otherwise qualifies for membership may continue an individual membership with respect to the service in question.

(h) In the case of a conflict between persons who are joint members, the designated voting member shall, in the absence of resolution between such persons, be the person who signed the most recent application for service relating to the applicable water hook-up and meter, unless otherwise stated in writing by the joint members and approved by the Co-op.

#### **Section 6: Conversion of Membership.**

(a) A membership may be redesignated to a joint membership upon a written request of the holder of the current membership.

(b) Upon the death of any person who is a party to a joint membership, such membership shall be held by the surviving joint member(s) unless otherwise validly bequeathed; provided, however, that the estate of the deceased shall not be released from any debts due the Co-op.

#### **Section 7: Membership and Service Connection Fees.**

The Board of Directors may establish a membership fee. The Board of Directors may establish from time to time service and connection fees to be charged by the Co-op, the payment of which shall entitle the consumer to service connection, subject to applicable taxes and to the rates, charges, extension and service policies and contracts of the Co-op approved by the Arizona Corporation Commission.

#### **Section 8: Purchase of Water Services.**

Each consumer shall pay for service and facilities furnished by the Co-op pursuant to rates, charges, extensions and service policies and contracts approved by the Arizona Corporation Commission. Each consumer shall pay all amounts owed to the Co-op as and when the same shall become due and payable.

#### **Section 9: Transfer of Membership.**

Membership in this Co-op is not transferable or assignable. A joint membership shall not be considered a transfer or assignment.

#### **Section 10: Voluntary Termination.**

Voluntary termination of water service shall constitute termination of membership or termination of joint membership, as the case may be.

#### **Section 11: Termination of Membership.**

The Board of Directors may, by affirmative vote of not less than two-thirds of all the Directors present, provided that a quorum has been established, expel a member who fails to comply with any of the provisions of the Articles of Incorporation, Bylaws, ordinances, or rules or regulations lawfully adopted by the Board of Directors. An expelled member may be reinstated by a majority vote of the Board of Directors or by a majority vote of members of the Co-op. The Board of Directors is required to give notice of such termination by U.S. mail to the Co-op member within 30 days of such action and to state the reasons for taking such action.

**Section 12: Lapse of Voting Rights.**

Upon any member's failure to pay for service provided by the Co-op, the Co-op may declare all voting and membership privileges associated with the water hook-up and meter to have lapsed without requiring the convening of the Board or the members. In addition, if for any reason service should cease to a parcel, membership privileges shall also cease.

**Section 13: Continuity of Membership.**

In the event that a deceased member's heir(s) or devisee(s) order(s) continuation of the same service furnished the deceased member, said water service shall be continued without additional fee(s). Continuation of the deceased member's water service shall not release the heir(s) or devisee(s) from any debt due the Co-op for this service.

**ARTICLE III**

**Assessment of Members Relevant Charter Provisions.**

The private property of the members shall be exempt from the debts of the Co-op, but members shall be subject to assessments as allowed by the Arizona Corporation Commission.

**ARTICLE IV**

**Meetings of Membership**

**Section 1: Annual General Meeting.**

The annual general meeting of the Co-op shall be held in November of each year at a place and time as shall be designated in the notice of the meeting to the membership for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. It shall be the responsibility of the Board of Directors to prepare adequate arrangements for the annual meeting. It shall be the responsibility of the President to inform the membership of all known non-compliance with all applicable legal and regulatory requirements. Members or Directors wishing to place items on the agenda shall do so in writing, 60 days prior to the meeting, by submitting it to the Board Secretary at Avra Water Co-op.

**Section 2: Special Meetings.**

To the extent permitted under applicable law, special meetings of the members may be called by the Board of Directors, or by not less than one-twentieth (1/20<sup>th</sup>) of the members. Upon the receipt of verified petitions by at least one-twentieth (1/20<sup>th</sup>) of the membership, it shall be the responsibility of the Board of Directors to prepare adequate arrangements and give notice to the membership for the special meeting to be held within thirty (30) days. The agenda of any special meeting shall be stated in the notice to the membership.

**Section 3: Notice of Meetings.**

Written or printed notice stating the place, day and hour of any meetings of members shall be delivered, either personally or by first class mail, to each member, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the

President or the Secretary, or the officers or the persons calling the meeting. In case of a special meeting or when required by statute or by these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his/her address as it appears on the records of the Co-op, with appropriate postage thereon prepaid.

#### **Section 4: Quorum.**

One percent (1%) of the membership of the Co-op shall constitute a quorum at any annual or special meeting. Business transacted must be approved by a majority vote of those present unless a greater percentage is required by law.

#### **Section 5: Proxies.**

Member voting by proxy shall be prohibited except upon merger, consolidation, lease, exchange, dissolution or sale of all or substantially all of the assets of the Co-op as provided in the Articles of Incorporation, and except as otherwise may be permitted by the Articles of Incorporation. A vote by a joint member on behalf of the joint membership shall not be considered a vote by proxy.

#### **Section 6: Order of Business.**

The order of business at the annual meeting of the members and, as far as possible, at all other meetings of the members, shall be essentially as follows:

- (a) Reading of the notice of the meeting and proof of the service thereof or the waivers of notice, as the case may be.
- (b) Distribution to the membership of the unapproved minutes of previous meetings of the members and the taking of necessary action thereon.
- (c) Presentation and consideration of reports of Officers, Directors and Manager.
- (d) Unfinished Business.
- (e) New Business.
- (f) Call to membership.
- (g) Nomination of new Directors.
- (h) Election of new Directors.
- (i) Adjournment.

## **ARTICLE V**

### **Directors**

#### **Section 1: Directors.**

The business and affairs of the Co-op shall be managed by a board of seven (7) Directors, which board shall exercise all of the powers of the Co-op except those which are conferred upon or reserved to the members by law, the Articles of Incorporation, or these Bylaws.

#### **Section 2: Tenure of Directors.**

Each year at the Annual Meeting of the members, two Directors shall be elected to fill the two expiring terms, except that three (3) Directors shall be elected each third year. In the event death, disqualification, recall, removal or other inability to serve shall occur respecting any Director, a replacement Director shall be elected by the Board. The replacement Director shall have a term equal to the remaining term of the Director replaced.

#### **Section 3: Qualifications.**

No person shall be eligible to become or remain a Director who is not a member of the Co-op. No current or prior employee of the Co-op shall be eligible to become a Director until two years after their date of termination as an employee of the Co-op.

#### **Section 4: Removal or Recall of Directors.**

(a) Any Director who misses four consecutive regular meetings shall, by the terms of these Bylaws, be automatically terminated as a Director.

(b) Any Director or Directors may be removed at any special or general meeting of the Board by a vote of two-thirds (2/3) of the Board of Directors. A written notification of removal shall be given to said Director(s) within seven (7) days. Notification of such removal shall be mailed to the Co-op membership within thirty-five (35) days. Each vacancy shall be filled at the next regular or special meeting called for that purpose, after notification of such dismissal has been sent to the membership. Each such vacancy shall be filled as provided in Article V, Section 2, above.

(c) Recall of any Directors may be initiated by ten percent (10%) of the membership signing a petition for a special meeting called for that purpose. A majority vote of the membership in attendance at that meeting is required for recall of a Director or Directors. Any Board vacancy created by a recall shall be filled as provided in Article V, Section 2, above.

#### **Section 5: Compensation.**

Directors as such shall not receive any salary for their services. Further, no Director shall receive compensation for serving the Co-op in any other capacity, nor shall any transaction be entered into involving Interested Persons or Financial Interests, unless such other compensation is paid, or transaction is entered into, only after full disclosure and in compliance with the Conflict of Interest Policy adopted by the Co-op.

**Section 6: Indemnification.**

The Co-op shall indemnify a Director, member, Officer, employee, or agent of the Co-op as and when provided in ARS Section 10-3850, et seq.

**Section 7: Proxies.**

Director voting by proxy shall be prohibited.

**ARTICLE VI**

**Meetings of Directors**

**Section 1: Regular Meetings.**

A regular meeting of the Board shall be held immediately after and at the same place as the annual meeting of the members. A regular meeting of the Board shall also be held monthly as such time and place in Pima County, Arizona as the Board may provide by resolution and notification to the membership.

**Section 2: Special Meetings.**

Special meetings of the Board may be called by the President on his/her motion or by the Secretary upon his/her motion or upon written demand of three Directors. The Secretary shall cause notice of such meetings to be given by telephone or in person with forty-eight (48) hours notice or by mail with ten (10) days notice but in the Secretary's absence or inability or refusal to give notice, then any Director may do so. Time and agenda of these meetings shall be posted in the Co-op's office in a conspicuous place.

**Section 3: Quorum.**

A majority of the Board of Directors shall constitute a quorum. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

**ARTICLE VII**

**Officers**

**Section 1: Officers.**

The officers of the Co-op shall be a President, a Vice President, a Secretary and a Treasurer. The officers shall be elected by the Board from its membership and shall serve at the discretion of the Board. In the absence, inability or refusal of the Treasurer to act, any other officer shall be eligible to countersign with designated and authorized members of the staff payment of all expenditures over the amount of ten-thousand dollars (\$10,000.00).



## **Section 2: President.**

The President shall:

(a) Be the principal executive officer of the Co-op and, unless otherwise determined by the Board, shall preside at all meetings of the Directors.

(b) Sign with the Secretary, deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board to be executed except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Co-op or shall be required by law to be otherwise signed and executed.

(c) In general, perform all duties incident to the office of the President and such other duties as may from time to time be prescribed by the Board.

## **Section 3: Vice-President.**

In the absence of the President or in the event of his/her inability or refusal to act, the Vice-President shall perform the duties of the President and when so acting shall have all powers of and be subject to all of the restrictions upon the President. The Vice-President shall also perform such other duties as from time to time may be assigned by the President or the Board.

## **Section 4: Secretary.**

The Secretary shall:

(a) Approve by signature the minutes of the membership and the Board of Directors meetings prior to distribution to the membership or Board of Directors for approval.

(b) See that all notices are duly given in accordance with these Bylaws or as required by law.

(c) Be custodian of the Co-op records and of the Co-op seal and affix said seal, as required, to all documents the execution of which on behalf of the Co-op is duly authorized in accordance with the provisions of these Bylaws.

(d) See that a register of the names and addresses of all members be maintained by the Co-op staff.

(e) Keep on file at all times a complete copy of the Articles of Incorporation and Bylaws of the Co-op containing all amendments thereto, which copies shall at all reasonable times be open to the inspection of any member and at the expense of the Co-op forward a copy of these Bylaws and of all the amendments thereto to each member who has in writing requested the same.

(f) In general, perform all duties incident to the office of Secretary and such duties as from time to time be assigned to him/her by the Board.

**Section 5: Treasurer.**

The Treasurer shall:

- (a) Have charge and custody of and be responsible for all funds and securities of the Co-op.
- (b) Be responsible for the receipt of and the issuance of receipts for all monies due and payable to the Co-op and for the deposit of all such monies in the name of the Co-op in such bank or banks as shall be selected in accordance with provisions of these Bylaws.
- (c) Countersign with staff, payment of all expenditures over the amount of \$10,000.00 (Ten thousand dollars).
- (d) In general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the Board.

**Section 6: Bonds of Officers and the Manager.**

Bonds shall be provided for all officers and the manager of the Co-op who are charged with responsibility for the custody of any of its funds or property. These bonds in such sums and with such sureties shall be determined by the Board.

**Section 7: Reports.**

The officers of the Co-op shall submit at each annual meeting of the member's reports covering the business of the Co-op for the previous fiscal year.

**Section 8: Selection of Co-op Manager.**

The Board of Directors shall have authority to hire and direct a qualified person for the day to day management of the Co-op. The manager shall be directly responsible to the Board. The manager may not sign deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments without authorization of the Board. All checks over ten thousand dollars (\$10,000.00) shall be countersigned by an officer of the Co-op.

**Section 9: Encumbrances.**

As authorized by the Co-op's Articles of Incorporation, the Board of Directors shall have full power and authority to authorize the execution and delivery of a mortgage or mortgages, or a deed or deeds of trust upon, the pledging or encumbering of, any or all of the real property, assets, rights, privileges, license, franchise, certificate of convenience, and permits of the Co-op, whether acquired or to be acquired and wherever situated, as well as the revenue and income therefrom.

**ARTICLE VIII**

**Sale or Other Disposition of Property**

Subject to the Articles of Incorporation, any merger, consolidation, dissolution or sale, lease, exchange, or other disposition of all, or substantially all, the assets of the Co-op shall be

approved by the majority of the members entitled to vote and are authorized in the following manner:

(a) The Board of Directors shall adopt a resolution recommending such merger, consolidation, dissolution, sale, lease, exchange, or other disposition and may fix, or may authorize the Board of Directors to fix, any or all of the terms and conditions and the consideration to be received by the Co-op. Such authorizations shall require the affirmative vote of a majority of all of the members, whether present in person or by proxy at the meeting.

(b) Members may vote either in person or by proxy notarized and executed in writing. Only formal proxies issued by the Board of Directors will be authorized for voting under this Article. Such proxies may be restricted as set forth in these Bylaws.

## **ARTICLE IX**

### **Seal**

The Co-op's seal shall be as established since the Co-op incorporation in 1976.

## **ARTICLE X**

### **Financial Transactions**

#### **Section 1: Fiscal Year.**

The fiscal year of the Co-op shall begin on the 1<sup>st</sup> day of September and end on the 31<sup>st</sup> day of August in each year.

#### **Section 2: Contracts.**

Except as otherwise provided in these Bylaws, the Board of Directors must give authorization to any officer, officer's agent or agents before said officer(s) or agent(s) enter into any contract or execution and delivery of any instrument in the name and on behalf of the Co-op. If/when granted, such authority may be general or confined to specific instances.

#### **Section 3: Checks, Drafts, Etc.**

All checks, drafts or other orders for payment of money, and all notes, bonds or other evidences of indebtedness issued in the name of the Co-op shall be signed by such officer or officers, agent or agents, employee or employees of the Co-op and in such manner as shall from time to time be determined by resolution of the Board of Directors.

#### **Section 4: Deposits.**

All funds of the Co-op shall be deposited from time to time to the credit of the Co-op in such bank or banks as the Board of Directors may select.

## **ARTICLE XI**

### **Miscellaneous**

#### **Section 1: Membership in Other Organizations.**

The Co-op shall not purchase stock or become a member of any for profit organization without affirmative vote of the members at a meeting called as provided in these Bylaws, and the notice of said meeting shall specify that action is to be taken upon such proposed membership as an item of business, provided however, that the Directors shall have full power and authority on behalf of the Co-op to become a member of any organization organized on a non profit basis for the purpose of promoting Co-op objectives.

#### **Section 2: Waiver of Notice.**

Any member or Director may waive, in writing, any notice of a meeting required to be given by these Bylaws. The attendance of a member or Director at any meeting shall constitute a waiver of notice of such meeting, by such member or Director.

#### **Section 3: Accounting System and Reports.**

The Board of Directors shall cause to be established and maintained a complete accounting system which is subject to applicable laws and rules and regulations of any pertinent regulatory body. All accounts of the Co-op shall be examined by a committee of the Board of Directors at least four (4) times a year at regular meetings of the Board of Directors. The Board of Directors shall also, after the close of each fiscal year, cause to be made an audit of the accounts, books and financial condition of the Co-op by an independent accounting firm. Such audit reports shall be submitted to the members at the following annual meeting.

#### **Section 4: Official Publication.**

The Board of Directors may establish an official publication of the Co-op, which shall be distributed to each member of the Co-op.

## **ARTICLE XII**

In accordance with the Fourth Article of the Articles of Amendment and Restatement of Articles of Incorporation of Avra Water Co-op, Inc., no dividends or interest shall be declared or paid to members in relation to capital. Additionally, the Co-op does not contemplate collecting membership payments in excess of the Co-op's operating costs and expenses. However, since the Co-op may have unexpected expenses such as increases in insurance premiums, unexpected casualty, and the like and/or may need funds for capital improvement (all such amounts referred to as "Excess Revenue"), the Co-op shall retain such Excess Revenue and shall account for it by allocating such Excess Revenue via ledger entry or other accounting methodology to each member via a member capital account on a patronage basis at the end of each fiscal year. Since Excess Revenue is retained only in order to satisfy the needs of the Co-op, a member's capital account may be reduced or eliminated at any time so that the Co-op may use the funds for their intended purpose. The Co-op has been especially careful in calculating membership payments based on the Co-op's actual needs. Thus, the Co-op does not contemplate collecting member

payments in excess of its reasonable needs such that it would distribute any funds to members before liquidation.

The Co-op shall not collect and retain payments in excess of its reasonable needs. No allocations will be made to a specific member from profits or income realized from transactions with other persons or organizations, such as water carriers. At the end of each fiscal year, each member will be notified of the amount credited to his or her account, if any. However, as stated above, since any credit reflects reserves necessary or desirable to be retained by the Co-op for payment of future expenses and/or capital investments, distribution of any such amounts, in full or in part, will not occur unless and until the Board has determined that capital has been accumulated beyond the Co-op's reasonable needs.

Further, the amount, timing and manner, of any distributions will be at the Board's discretion and in accordance with applicable law. If patronage capital exists with respect to a given member at a time when the Board determines that a distribution should be made, then the Co-op will attempt to contact each applicable member by mailing notice of the Board's decision to distribute such member's patronage capital to the member at the member's last known address.

It shall be the responsibility of each member to update such member's address with the Co-op in order to receive notice of any patronage capital that may be allocated to the member or to receive notice of the intended distribution of patronage capital to the member, if any. If a member does not respond to the Co-op's mailing within the time frame and in the manner stated in the mailing, then the Co-op will attempt to contact the member by other reasonable measures. In all cases, the Co-op will not accumulate capital, including deemed contributions to net savings, beyond the Co-op's reasonable needs, as determined by the Board.

Upon dissolution or liquidation of the Co-op, after all outstanding indebtedness has been paid, capital credits will be retired without priority, pro rata based on patronage. Any funds then remaining represent the property rights of members and will be allocated pro rata on a patronage basis. However, to the extent gains may be realized from the sale of any appreciated asset, those gains will be distributed to the persons who were members during the period the Co-op owned the asset in proportion to the amount of business done by such members during the period the asset was owned, to the extent practicable as determined by the Board.

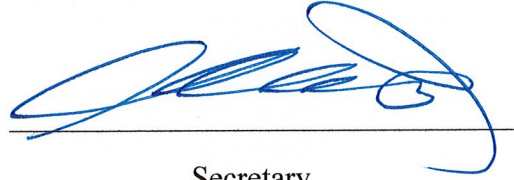
## **ARTICLE XIII**

### **Amendments**

These Bylaws may be amended at any meeting of the Board called for that purpose by the affirmative vote of a majority of the Directors present at that meeting. Any changes made by the Board of Directors in these Bylaws shall be notified to the membership by mail within sixty (60) days of said changes(s). The Board of Directors may also propose amendments to these Bylaws and submit them to the membership for approval as a condition to their adoption, and with such notice as is required by law.

I, Colleen McDonald, Secretary of the Avra Water Co-op, Inc., an Arizona corporation, do hereby certify that the foregoing Bylaws were adopted at the February 28, 2019 Regular Meeting of said Co-op by the Board of Directors and the same do constitute the Bylaws of said Co-op.

Dated this 20th day of March, 2019.



Secretary

Avra Water Co-op, Inc.

Amended 11/26/90

Amended 11/28/90

Amended 12/18/91

Amended 05/13/92

Amended 10/21/92

Corrected 09/29/93

Amended 03/09/94

Restated 01/25/01

Amended 03/18/09

Restated 02/17/10

Amended 02/15/17

Amended 02/28/18

Amended 03/20/19