

**AMENDED AND**  
**RESTATED BYLAWS**

OF

BIG CANOE

WELLNESS COLLABORATIVE, INC

May 11, 2020

A 501(c)(3) Charitable Organization

## 1. GENERAL PROVISIONS

### A. Applicability.

These Bylaws provide for the self-government of the Big Canoe Wellness Collaborative, Inc. ,( the “Corporation ) a 501(c)(3) charitable organization.

### B. Name.

The name of the Corporation is Big Canoe Wellness Collaborative, Inc. (the “Collaborative”).

### C. Definitions.

For purposes of these Bylaws, the terms used herein shall have their generally accepted meanings. Additionally, certain terms shall be defined as follows:

“**Collaborative**” shall mean the organization consisting of representatives of the Constituencies (as hereinafter defined), including its board of directors (the “Board”, collectively “Directors”) and all volunteers and committees chartered by and implementing the purposes set forth by the Directors.

“**Coordinator**” shall mean the individual appointed by the Directors to be the respective chairperson of a committee established by the Board.

“**Officer**” shall mean the Directors, Coordinators and persons holding such other positions as the Directors may from time to time designate.

“**Owner**” shall mean either (i) a natural person (or persons) or (ii) corporation, LLC, partnership or other legal entity in whose name (or names) title to one or more properties within the boundaries of the Big Canoe Community is recorded.

“**Resident**” shall mean an Owner (or in the case of ownership by a legal entity, the owner of such legal entity) living in the Big Canoe Community, either full-time or part-time, in a residence located within the boundaries of Big Canoe. A spouse, significant other or blood relative of an Owner living in Big Canoe shall be included in this definition.

“**Constituencies**” shall mean organizations within or without the Big Canoe Community, the interests of whose members are vested in the activities of the Collaborative. Constituencies shall include the Big Canoe Chapel (the “Chapel”) and the community at-large whether or not residents of Big Canoe (the “Community”)

### D. Purpose.

The Corporation is organized exclusively for charitable, educational, literary, scientific (including management and preservation of natural resources) purposes in support of services to the community of Big Canoe and its surrounding area , but not limited to, the provision of or the arranging for the provision of services promoting wellness and quality of life for residents. The Corporation may receive and administer funds for such charitable, educational, recreational,

literary or scientific purposes (and projects in pursuit of such purposes) of the Corporation deemed worthy by the Corporation within the meaning of Section 501(c)(3) of the Internal Revenue Code. To that end, the Corporation is empowered to hold any property, or any undivided interest therein, without limitation as to amount or value; to dispose of any such property and to invest, reinvest, or deal with the principal or the income in such a manner as, in the judgment of the directors, will best promote the purposes of the Corporation, without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received, and the Articles of Incorporation,

**E. Membership.**

The Collaborative shall have no membership per se.

**2. BOARD OF DIRECTORS**

**A. Composition and Selection.**

**(1) Number and Eligibility.**

The Board of the Collaborative shall consist of between seven (7) and thirteen (13) resident Directors with one (1) Director appointed by the Chapel, and the remaining at-large Directors appointed by a majority vote of all members then serving on the Board. In order to be eligible for appointment to the Board, all Directors shall be Residents of the Community. A Director may not serve on the Board at the same time with a spouse, relative or domestic partner. The Board may, at its discretion, increase or decrease the number of seats on the Board by a vote of the Board.

**(2) Term of Office.**

The term of office of a Director shall be three (3) years. The term of each Director shall expire at the close of the thirty-sixth month following their appointment or upon removal or resignation. A Director may serve an indefinite number of successive terms.

**(3) Removal of Directors.**

**(a) Removal by the Board.**

The Directors, at their discretion, may remove by a majority vote of the other Directors any Director who: (1) has an unexcused absence from 3 or more consecutive meetings of the Board in any fiscal year; (2) was appointed to fill a vacancy; (3) fails to adequately perform the duties of a Director; or (4) files a legal action, counterclaim or administrative action against the Collaborative, any Director or Officer.

**(4) Vacancies.**

Vacancies created for any reason during the term of any Director may be filled by a successor (i) nominated and appointed by the Board except for the Director appointed by the

Chapel whose replacement shall also be appointed by the Chapel. Unless earlier removed, a successor Director shall hold office for the remainder of the term of the Director vacating the seat. At its discretion, the Board may approve a leave of absence, in which case a Director may by mutual agreement with the Board temporarily vacate a seat and may be reinstated subsequently to complete the term of office.

**(5) Compensation.**

Directors of the Collaborative shall not be compensated for services performed within the scope of their duties as Directors, provided that a Director shall not be prohibited from receiving compensation for services in accordance with Section 2(A)6. The Board may approve reimbursement for the expenses incurred by a Director in carrying out their duties. Nominal gifts or tokens of appreciation for recognition of services shall not be considered compensation.

**(6) Director Conflicts of Interest.**

Nothing herein shall prohibit a Director from entering into a contract with the Collaborative for compensation to furnish products or services to the Collaborative, provided that the Director's interest is disclosed to the Board and the non-interested Directors approve such contract in advance. The interested Director shall not be counted in calculating a quorum for such vote and shall not be included in any vote concerning such contract.

**(7) Nomination.**

Nominations for appointment to the Board will be made by the Chapel and by a serving Board Director.

**B. ELECTED OFFICERS**

**(1) Designation and Qualification.**

The principal elected officers of the Collaborative shall be the President, Vice President, Secretary, and Treasurer. The President, Vice President and Secretary must be Directors. The Treasurer may be a Director at the option of the Board. No person may hold more than one office simultaneously except for the Secretary/Treasurer who may hold both offices.

**(2) Election and Terms of Officers.**

At or before the last meeting of the Board in a calendar year, the Board shall appoint the Collaborative officers for the succeeding year. Collaborative officers shall serve for a period of one calendar year or until a successor is elected, the Collaborative Board removes the officer, or the officer resigns.

**(3) Removal of Officers.**

The Board, by a majority vote, may remove any officer with cause.

**(4) Vacancies.**

The Board may appoint a successor to fill a vacancy occurring during the term of any office arising on account of death, resignation, or removal. Unless earlier removed for any reason, the successor so appointed shall hold office for the remainder of the term of the vacating Officer. An exception may be made when a leave of absence of a Director is requested and approved by the Board, in which case a condition of the appointment of an interim Officer is an agreement by the interim Officer voluntarily to resign the office to allow the officer returning from such leave of absence to be reinstated to complete the term of their service.

**(5) President.**

The President shall be the chief executive Officer of the Collaborative and shall establish the agenda for and preside at all meetings of the Board . The President shall have all the general powers and duties that are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

**(6) Vice President.**

The Vice President shall act in the President's absence and in so acting shall have all the powers, duties, and responsibilities of the President.

**(7) Secretary.**

The Secretary shall keep the minutes of all meetings of the Board. The Secretary also shall keep all official Collaborative documents and records and perform all duties incident to the office of the secretary of a corporation organized under the Georgia Nonprofit Corporation Code.

**(8) Treasurer.**

The Treasurer shall have the responsibility for the funds and securities of the Collaborative. The Treasurer shall keep full and accurate financial books of account and records showing all receipts and disbursements of the Collaborative, prepare all required financial statements and tax returns, deposit all Collaborative funds in such depositories as may be designated by the Board, and prepare the budget. If the Treasurer is a non-elected director, they will attend meetings of the Board as needed but will not have a vote.

**(9) Other Officers.**

The Board may appoint one or more assistant treasurers, assistant secretaries, or other Officers or subordinate Officers with such titles and duties as defined by the Board. Any assistant, subordinate or other Officer shall not be required to be a Director.

**(10) Agreements, Contracts, Deeds, Leases, Etc.**

At least two Officers of the Collaborative (or such other person(s) as may be designated by resolution of the Board) shall execute all agreements, contracts, deeds, leases, checks promissory notes, and other legal or commercial instruments of the Collaborative. However, electronic bank payments may be made without signatures for recurring expenditures to specific

payees that have been pre-approved by the Board (as documented in Board minutes) including but not limited to the Collaborative's insurance premiums and the website administrator's monthly invoice.

**(11) Standard of Conduct.**

Officers shall discharge their duties and their conduct shall be evaluated in accordance with the business judgment rule described in O.C.G.A. Section 14-3-842.

**C. MEETINGS OF THE BOARD OF DIRECTORS.**

**(1) Regular Meetings.**

Regular meetings of the Board shall be held at least once during every three-month period, at such time and place as determined by the Board. The President or, in their absence, the Vice President, shall preside over all regular meetings.

**(2) Special Meetings.**

The President is authorized to call a special meeting of the Board. In addition, the President is required to call a special meeting of the Board at the request of a majority of the Directors. The President or, in their absence, the Vice President, shall preside over all special meetings.

**(3) Notice of Meetings.**

Except as otherwise provided in this Section 2(C)3, the President or Secretary shall give each Director at least two (2) days notice of any meeting of the Board. Regularly scheduled Board meetings may be held without notice provided the schedule for such meetings is announced to the Directors in advance.

**(4) Waiver of Notice.**

Any Director may, in writing, waive notice of any meeting of the Board, either before or after such meeting. The attendance of a Director at a Board meeting shall be deemed waiver by such Director of improper notice, unless such Director claims improper notice at the time the meeting is called to order.

If all Directors are present at any Board meeting in which no notice was made, no notice shall be required, and any regular business of the Board may be transacted at such meeting.

**(5) Quorum and Voting.**

The presence of Directors entitled to cast a majority of the eligible votes of the Board shall constitute a quorum for the transaction of business. One or more Directors who participate in a Board meeting electronically (e.g., telephone, teleconference) shall be deemed present and in attendance for all purposes at such meeting, provided that all Directors are able to

hear and communicate with each other during the meeting. Directors may not participate in Board meetings by proxy. Unless otherwise provided herein, all decisions of the Board shall be by majority vote.

**(6) Conduct of Meetings.**

The President shall establish the agenda for, and preside at all meetings of the Board, and the Secretary shall keep the minutes thereof. The President may establish rules of conduct and the order of business for all Board meetings.

In its sole discretion, the Board may invite Residents and other members of the Constituencies to a meeting. Meetings at which personnel matters, litigation, or any other matter which the presiding Officer deems privileged or confidential shall be closed and conducted in executive session.

The presiding Officer of an open meeting of the Board may order the removal of any attendee who, in their opinion, disrupts the conduct of business at the Board meeting or fails to leave such meeting upon request after an announcement that the Board will reconvene in closed executive session.

**(7) Action Without a Meeting.**

The Board may take action by telephone in lieu of a meeting provided that all Directors have been given notice of the meeting in accordance with Section 2(C)3 of the time of such telephone meeting and a quorum as set forth in Section 2(C)5 is present by telephone or other acceptable electronic means. The Board may also take action in lieu of a meeting by written consent of a majority of the Directors in writing or by electronic conveyance in accordance with Section 3(A)1. Such signed, written or electronic consents must describe the action taken and be filed by the Secretary with the minutes of the Board meetings.

**D. AUTHORITY.**

**(1) Powers and Duties.**

The Board shall manage the affairs of the Collaborative and have every right, power and privilege authorized or implied herein and under Georgia law to effectuate such responsibilities. Directors shall discharge their duties and their conduct shall be evaluated in accordance with the business judgment rule as set forth in O.C.G.A. Section 14-3-830. In addition to the duties imposed by these Bylaws, the Board shall have the power to do the following (by way of example and not limitation):

- (a) prepare and adopt an annual budget;
- (b) deposit Collaborative funds in a financial depository or institution that the Directors shall approve, or otherwise invest the proceeds in accordance with any limitations set forth in O.C.G.A. Section 143-302, and use such funds to administer the Collaborative;

- (c) designate the signatories of all Collaborative bank and other financial accounts;
- (d) obtain and carry insurance against casualties and liabilities as may be needed;
- (e) purchase equipment, supplies and material to be used by Collaborative personnel in the performance of their duties;
- (f) to take any other action the Board deems appropriate or necessary to fulfill the purposes of the Collaborative, whether appropriate issues are internal or external to the Big Canoe community; to preserve and enhance the quality of life within Big Canoe; and, pursuant to such purposes, to conduct any business and engage in any activities not specifically prohibited under the laws of the State of Georgia and the United States internal Revenue Service for nonprofit 501(c)(3) corporations.

(2) **Committees.**

(a) **Establishment.**

The Board shall establish committees at its discretion, including both standing committees as well as project-based committees limited in scope and tenure, as it shall determine, with the powers and duties that the Board shall authorize. The Board may establish an Executive Committee of the Board composed of the President, Vice President, and Secretary. The Executive Committee shall be authorized to take action on behalf of the Board between regular Board meetings when such action is necessary before the next Board meeting. Any action of the executive committee so taken shall be reported to the Board at its meeting next succeeding such action and shall be subject to control, revision and alteration by the Board, provided that no rights of third persons shall be prejudicially affected thereby.

(b) **Service on Committees.**

Unless otherwise provided by the Board, the Board at its discretion may appoint or remove any member or chairperson of any committee. Service on a committee shall be for one year unless otherwise determined by the Board. Committee membership shall be open to any full- or part-time Resident or renter occupying a residence in Big Canoe or any employee of the POA.

(3) **Employees**

If the Board determines that the growth of the activities of the Collaborative is such that it deems appropriate the employment of individuals, it may vote to do so to fill part- or full-time compensated positions (i.e., Executive Director, Administrative Assistant, Program Manager, etc.), upon such terms and conditions as appropriate. No employee contract shall be for longer than one year at a time.



## **E. LIABILITY AND INDEMNIFICATION.**

Within the limits of insurance, the Collaborative shall indemnify each Director, Officer and committee member against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon such Director, Officer or committee member in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board) to which they may be made a party by reason of being or having been a Director, Officer, or committee member, whether or not such person is a Director, Officer or committee member at the time such expenses are incurred subject to the limitations below.

The Directors, Officers, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such Director, Officer, or committee member in the performance of their duties, except for their own individual willful misfeasance or negligence. The Directors and Officers shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Collaborative, and the Collaborative shall indemnify and forever hold each such Director and Officer free and clear and harmless against any and all liability to others on account of any such contract or commitment.

Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Director, Officer, or committee member, or former Director, Officer, or committee member, may be entitled. The Collaborative shall maintain adequate general Directors' and Officers' liability insurance to fund this obligation.

## **3. MISCELLANEOUS.**

### **A. Notices.**

#### **(1) Method of Giving Notices.**

Unless otherwise prohibited by these Bylaws, all notices and other communications shall be in writing and shall be given by:

- (a) Personal delivery by hand;
- (b) United States mail, first class, postage prepaid;
- (c) Statutory overnight delivery;
- (d) Electronic mail; or
- (e) Facsimile

#### **(2) Address For Notices.**

Notices given by one of the methods described above shall be given to each Director to the postal address, facsimile or electronic mail address of the principal office of the Director or at such other address as shall be designated in writing and filed with the Secretary. The Secretary

shall promptly provide notice to all Directors of any such change in contact information of a Director.

**B. Fiscal Year.**

The fiscal year of the Collaborative shall begin on January 1 of each calendar year and end on December 31 of the same calendar year unless otherwise set by resolution of the Board.

**C. Financial Statements.**

Financial statements shall be prepared in the manner provided by the Board. Financial statements shall be confidential but may be provided to officials of the POA and the Chapel.

**D. Financial Review and Audits.**

The Board shall periodically review the financial performance of the Collaborative. Periodically, but not less than quarterly, the Treasurer of the Collaborative shall present a financial report to the Board for approval. In its sole discretion, the Board may initiate a formal review of the financial books and records of the Collaborative.

**E. Amendment.**

By a majority vote in a meeting duly called in accordance with the provisions of Section 2(C)3, the Board may amend and restate these Bylaws consistent with preserving 501(c)(3) status.

**F. Books and Records.**

Notwithstanding anything to the contrary, the Board may limit or preclude the inspection of confidential or privileged documents, including but not limited to, attorney/client privileged communication, executive session meeting minutes, and financial records or accounts. Minutes of all meetings of the Board shall become official Collaborative records when approved by the Board.

**G. Conflicts.**

The duties and powers of the Collaborative shall be those set forth in the Georgia Nonprofit Corporation Code, the Articles of Incorporation, and these Bylaws, together with those reasonably implied to affect the purposes of the Collaborative. If there is a conflict or inconsistency between the Georgia Nonprofit Corporation Code, the Articles of Incorporation or these Bylaws, such laws and documents, in that order, shall prevail.

**H. No Discrimination.**

No action shall be taken by the Collaborative or the Board that would unlawfully discriminate against any person on the basis of race, creed, color, religion, sex, national origin, familial status, sexual orientation or disability.

**I. Captions.**

The captions herein are inserted only as a matter of convenience and for reference. They in no way define, limit, or describe the scope or intent of these Bylaws.

**J.      Gender and Grammar.**

The use of the masculine or feminine gender in these Bylaws shall be deemed to include the opposite gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

**K.      Severability.**

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Big Canoe Wellness Collaborative, Inc., a Georgia corporation;

That the foregoing Amended and Restated Bylaws constitute the Bylaws of said Collaborative, as duly adopted by the Board of Directors on the 11<sup>th</sup> day of May, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Collaborative this 11<sup>th</sup> day of May, 2020.

**BIG CANOE WELLNESS COLLABORATIVE,  
INC.**

Jeffrey Stanley (SEAL)  
Secretary

[CORPORATE SEAL]