

**CODE OF REGULATIONS
OF
OHIO LAWN CARE ASSOCIATION**

**ARTICLE 1
NAME AND LOCATION**

1.1 The name of this organization shall be **OHIO LAWN CARE ASSOCIATION** (herein referred to as the “Association”) which name shall continue until duly and officially changed.

1.2 The principal offices of the Association shall be in Zanesville or Columbus, Ohio. The Association may have additional offices at such places as the Board of Trustees may from time to time decide.

**ARTICLE 2
PURPOSES**

2.1 The purpose of the Association shall be as follows:

(a) To promote professionalism and high standards within the lawn care industry by encouraging ethical practices;

(b) To educate our members and the public by the collection and dissemination of information to the betterment of both, and to support scholarships and research for the benefit of the Association;

(c) To protect the Ohio Lawn care industry by working with legislative and regulatory bodies on matters concerning the lawn care industry;

(d) To promote colleguesmanship within the lawn care industry through social interaction, in order to unite the industry for the purpose of better serving the public;

(e) To cooperate with the Professional Lawn Care Association of America, other industry associations and foundations, and with governmental and educational authorities for the good of the community and industry; and,

(f) To provide our members with business services, educational opportunities, professional interaction, and other support services.

ARTICLE 3 MEMBERSHIP

3.1 Requirements of Membership. All members of the Association shall meet and continue to meet the following general requirements of membership:

3.1(a) Have a record consistent with and agree to abide by the Articles, Code of Regulations and Code of Ethics of the Association, as they may be originally instituted or as they may , from time to time, be properly amended; and,

3.1(b) Be in sympathy with the purpose of the Association.

3.2 Classes of Membership. There shall be the following classes of membership in the Association:

3.2(a) Regular Membership (Voting). A Regular Membership shall be available to a person, firm or corporation actively engaged in the lawn care business for the last twelve (12) months and, who meets and continues to meet the following requirements:

1. Is in active service in the lawn care business; and,
2. Is properly certified or licensed by the respective state authorities and agencies for the application of pesticides if engaged in the application of pesticides under one or more categories of certification or licensing.

3.2(b) Associate/Supplier Membership(Voting). An Associate/Supplier Membership shall be available to a person, firm or corporation not engaged in the business of lawn care who meets and continues to meet the following requirements:

1. Is engaged in business or research activities, other than university or trade school activities, which are related to the lawn care profession, such as, but not limited to, chemical and equipment manufacturing, representation and distribution.

3.2(c) Affiliate Membership (Non-Voting). An Affiliate Membership shall be available to an employee of an Associate/Supplier Member, other than a representative designated as the representative of an Associate/Supplier Member entity.

3.2(d) Branch Membership (Non-Voting). A Branch Membership shall be available to the satellite branches of any multiple location lawn care company which holds a Regular Membership.

3.2(e) Honorary Membership (Non-Voting). An Honorary Membership shall be available to a person who has made a major contribution of material benefit to the lawn care industry for a period of up to three years, who is elected to such membership by the affirmative vote of at least Three-fourths (3/4) of the members of the Board of Trustees of the Association.

3.2(f) Academic Membership (Non-Voting). An Academic Member shall be available to an instructor, or an assistant, associate or full professor employed at any school offering curricula related to the lawn care industry. Membership and activity fees shall be waived for this membership. Membership shall be awarded by the Board of Trustees and shall be reviewed annually.

3.2(g) Student Membership (Non-Voting). A Student Membership shall be available to anyone actively enrolled in academic instruction in the “Green Industry”.

3.2(h) Non-Affiliate/Non-Green Industry Membership (Non-Voting). A Non-Affiliate/Non-Green Industry Member shall be made available to workers’ compensation group rating participants not currently involved in lawn care. Benefits shall be limited to safety meeting notices and workers’ compensation update notices.

3.3 A firm, partnership or corporation who is a member of the Association shall designate an individual to represent its membership and shall keep on file with the Secretary of the Association the name of such individual. All membership rights must be exercised by the designated representative, unless the Board of Trustees of the Association permit, on good cause shown, another agent of the member to so act on its behalf.

3.4 No firm, partnership or corporation shall be eligible to Regular or Associate/Supplier membership if Fifty (50%) Percent or more of its control is possessed by an existing Regular or Associate/Supplier member of the Association.

3.5 Membership Application. In order to become a member of the Association, a prospective member shall complete and submit an application in the form as provided by the Association, together with any application fee or fees as may, from time to time, be required by the Board of Trustees of the Association. Membership shall be granted upon the approval by a majority of the Board of Trustees and the issuance of a Certificate of Membership to such applicant.

3.6 Resignation of Membership. Any member may resign from membership in the Association by delivering a written notice of resignation to the Association headquarters. No resignation shall relieve the resigning member from the obligation to pay all unpaid dues and assessments accruing through the end of the month in which the resignation is submitted.

3.7 Revocation of Membership. Any membership may be revoked by the affirmative vote of Three-fourths (3/4) of the Board of Trustees at any regular or special Board meeting called for the purpose, for good cause shown, which shall include, but not be limited to:

- (a) Conduct detrimental to the interests of the Association;
- (b) Lack of sympathy with the purposes and objectives of the Association;
- (c) Refusal to render reasonable assistance in carrying out the purposes of the Association;
- (d) Failure to abide by the Articles, Code of Regulations or Code of Ethics of the Association;
- (e) Failure to pay dues, assessments or fees;
- (f) Failure to meet the requirements of membership; and,
- (g) Committing any other act, transaction or practice charged, alleged, suspected or deemed by the Board of Trustees to be prejudicial to the best interests of the Association.

3.8 Any member whose membership is revoked shall have no further rights, privileges or recourse, either in law or in equity, against the Association, its officers, Trustees or members. Such revocation shall not relieve the member from any financial obligations or responsibilities to the Association which were incurred prior to such revocation.

3.9 Membership Dues and Assessments. Each member shall pay such dues as determined by the Board of Trustees.

(a) Changes in dues provisions may be made by the affirmative vote of at least Two-thirds (2/3) of the entire Board of Trustees at a meeting properly convened.

(b) Special assessments on the memberships may be levied by the affirmative vote of at least Two-thirds(2/3) of the voting members of the Association present at any regularly scheduled meeting of the members of the Association.

3.10 Membership Voting Rights. Each Regular Member and each Associate/Supplier Member shall be entitled to One (1) vote at membership meetings or other action properly called by the Association. No other membership shall have any voting rights in the operation of the Association.

3.11 Grievance Procedure. Grievances against members shall be handled by the Grievance Committee. Grievances may be initiated by the Grievance Committee or any member by the submission of a written complaint of general form to the Chairman of the Grievance Committee. Such Committee shall make a thorough investigation of the complaint and report its findings to the Board of Directors.

If it appears from such report that there is merit to such complaint, a meeting of the Board of Trustees shall be scheduled to consider such complaint. The Secretary shall send a general statement of the complaint setting forth the allegations, in writing, to the member against whom the complaint is levied, by registered or certified mail, addressed to the member's last known address, at least Thirty (30) days prior to the scheduled meeting. Such member shall be entitled to attend such meeting and be heard regarding the complaint. Such meeting shall be informal.

ARTICLE 4 MEMBERSHIP MEETINGS

4.1 Annual Meetings. The Association shall hold an Annual Meeting of the Membership at such place and at such time as shall be designated by the Board of Trustees. In the event the Board of Trustees does not designate such time and place by the 20th day of October, the President of the Board of Trustees shall so designate.

4.2 Special Meetings. Special Meetings may be called in the following manner:

(a) At the call of the President of the Association with the approval of at least Two (2) other members of the Board of Trustees;

(b) At the call of Two-thirds (2/3) of the Board of Trustees; or,

(c) At the call of the Membership by the Secretary of the Association upon receipt of written request from at least One-third (1/3) of the voting membership.

4.3 Notice of Meetings. Notice of Special Meetings of the membership shall be in writing stating the place, day and hour of the meeting and its purpose or purposes for being called, delivered to the membership not less than Fifteen (15) days nor more than Forty (40) days prior to the date of such meeting. Notice shall be delivered either personally, by mail, or by publication in the Association's publication, if any, as the President shall direct, to each voting member of the Association. If mailed, such notices shall be considered as delivered for these purposes when deposited in the United

States mail, with proper postage prepaid, addressed to the member at his last known address as it appears on the records of the Association.

4.4 Waiver of Notice. Notice of any meeting of the membership may be dispensed with by written waiver thereof by the person or persons entitled to such notice. Such waiver may be before or after the action is taken by the voting members. Attendance at any meeting shall constitute a waiver of notice of that meeting.

4.5 Emergency Meetings. An emergency meeting of the membership may be called when damage to the lawn care industry, the Association or its members will be a probable loss if a meeting does not take place within Fifteen (15) days. Such emergency meeting shall be on notice by telephone, telegram or letter made at least Three (3) days prior to such meeting. Such emergency meetings may be called by the President and/or Three (3) other officers or Trustees of the Association or by Ten (10) Regular Members with the approval of Three (3) Trustees. The place, time and matters for consideration shall be fully stated in the notice.

4.6 Quorum. A quorum shall be necessary to transact the business of the Membership meetings, unless provided otherwise in these Regulations. The presence of One-fifth (1/5) or more of the Regular Members, in person or by proxy, at any duly called meeting, shall constitute a quorum for all purposes except as otherwise provided by law. The act of a majority of the voting members present at any meeting at which there is a quorum shall be the act of the full membership, except as may be otherwise specifically provided by law or by these Regulations.

In the absence of a quorum, or when a quorum is present, a meeting may be adjourned from time to time by vote of a majority of the Regular Members present in person or by proxy, without further notice to any absent member. At any adjourned meeting at which a quorum is still present, any business may be transacted which might have been transacted at the meeting as originally notified.

4.7 Voting and Proxies. Voting members shall be entitled to vote in person or by proxy duly appointed by written instrument subscribed by the voting member bearing a date of subscription not more than Eleven (11) months prior to such meeting, unless such instrument specifies a longer period.

Voting shall be exercised in the manner directed by the President or other presiding officer, but shall be by written ballot upon the request of any voting member.

All elections shall be had and all questions decided by a majority vote of the voting members present, in person or by proxy, when a quorum is present, unless otherwise specifically provided in the Regulations.

4.8 Presiding Officer. The President, or Vice President in the absence of the President, shall preside at all meetings of the membership.

ARTICLE 5 BOARD OF TRUSTEES

5.1 The business and property of the Association shall be managed and controlled by a Board of Trustees which shall consist of the President, Vice President, Secretary/Treasurer, immediate Past-President (“Officer/Trustees”) and such other Association members as are duly elected by the voting members (“Elected Trustees”).

5.2 Number of Trustees. The number of Trustees of the Association shall be no less than Nine (9) nor more than Thirteen (13), as determined by the Board of Trustees, until changed by amendment to these Regulations. In the event of an amendment decreasing the number of Trustees, all Trustees then in office shall continue to serve in such capacity until the expiration of their current terms, or until resignation or removal as herein provided.

5.3 Term.

5.3 (a) Officer/Trustee. Trustees serving by virtue of being an officer of the Association shall serve as Trustees until the expiration of their term as such officer. Such retiring Officer/Trustee shall, however, continue on the Board of Trustees in an advisory capacity.

5.3 (b) Elected Trustees shall serve a term of Three (3) years and be elected in such manner that the terms of no more the One-third (1/3) of such elected Trustees will expire in any one year. All Trustees shall serve until their successors are duly elected and qualified, and no change in the term of Trustees shall have the effect of shortening the term of any incumbent Trustee.

5.3 (c) The term of an Officer Trustee and Elected Trustee shall commence on the First day of March following their election as such Officer or Trustee.

5.4 Resignation and Removal. Any trustee may resign at any time by giving written notice of such resignation to the Board of Trustees. A Trustee may be removed from office, with or without cause, by the affirmative vote of at least Two-thirds (2/3) of the Board of Trustees. Trustees may be removed from office for, among other things, failure to attend Two (2) properly called and noticed meetings of the Board in any one year. Absence may be excused by action of the Board of Trustees.

5.5 Vacancies. A vacancy in the Board of Trustees, including a vacancy created by an increase in the number of Trustees positions, shall be filled by a majority vote of Board of Trustees. Such appointed Trustees shall serve for the remainder of the unexpired term of the vacancy, or in the case of a vacancy created by an increase in the number of Trustee positions, until the next annual meeting.

5.6 Annual Organizational Meeting. The annual meeting of the Board of Trustees shall be held within Sixty (60) days following the annual meeting of the Membership for the purpose of organization, election of officers and such other business as required.

5.7 Regular Meetings. Regular meetings of the Board of Trustees shall be held at least quarterly at such time and place as determined by the Board.

5.8 Special Meetings. Special meetings of the Board of Trustees may be called by the President and must be called by the President upon the written request of Three (3) members of the Board.

5.9 Notice. Except as otherwise provided herein, notice of all meetings shall be given by the Secretary to each Trustee at least Twenty (20) days prior to the meeting, unless waived by the Trustee. Notice shall be given either in person, in writing or by direct and personal telephone contact. Attendance at a meeting shall constitute a waiver of notice for that meeting.

5.10 Chairman. The President, or in his absence, the Vice President, shall preside over the business of the meeting.

5.11 Quorum. A quorum shall be necessary to transact the business of the meetings of the Board of Trustees, unless provided otherwise in these Regulations. The presence of a majority or more of the Trustees, at any duly called meeting, shall constitute a quorum for all purposes except as otherwise provided by law. The act of a majority of the Trustees present at any meeting at which there is a quorum shall be the act of the full membership, except as may be otherwise specifically provided by law or by these Regulation. If at any time there is less than a quorum present, a majority of those present may adjourn the meeting from the time to time without further notice to any absent Trustee.

5.12 Compensation. Trustees shall not receive any compensation for their services as such Trustees. By resolution of the Board, a fixed reasonable sum for attendance or expenses of attendance, if any, or both, may be allowed for attendance at a Regular or Special meeting. The Board of Trustees may, in its discretion, contract for and pay Trustees for unusual or exceptional services to the Association in an appropriate amount considering the value of such services.

ARTICLE 6 OFFICERS

6.1 The officers of the Association shall consist of a President, Vice President, Secretary/Treasurer and such other officers as the Board of Trustees shall designate from time to time.

6.2 Election and Term of Office. The President, Vice President and Secretary/Treasurer shall be elected by the Board of Trustees at annual organizational meeting of the Board and shall serve a term of One (1) year, commencing on the First day of March following such election, or until their successor are duly elected and qualified. Other officers shall be appointed by the Board of Trustees for such terms as designated the Board. All officers shall be Regular members of the Association.

6.3 Vacancies. Any vacancy in office created by any cause shall be filled by a majority of the Trustees to serve the unexpired term of such office.

6.4 President. The President shall preside at all meetings of the members and of the Board of Trustees. The President shall perform such other duties as are incident to such office, subject to the direction of the Board of Trustees. The President shall exercise all other powers expressly given by action of the Board of Trustees.

6.5 Vice President. The Vice President shall assist the President in the discharge of his duties as the President may direct and shall perform such other duties as the President or Board of Trustees may, from time to time, designate. The Vice President shall serve as ex-officio member of all committees. In the absence or incapacity of the President, the Vice President shall have the powers and duties of the President.

6.6 Secretary/Treasurer. The Secretary/Treasurer shall perform all duties incident to the office subject to the direction of the President and the Board of Trustees, including, but not limited to, keeping the records of the Association, reporting to the Board the financial condition of the Association and seeing to the disposition of the financial responsibilities of the Association. The Secretary/Treasurer shall have charge of maintaining the funds, property and securities of the Association, subject to the direction of the President and the Board of Trustees. Disbursement of funds of the Association shall be made upon the signature of those specifically designated, in writing, by the Board of Trustees.

6.7 Other Officers. Other officers appointed by the Board of Trustees shall have such powers, duties and responsibilities as are designated by the Board.

6.8 Executive Secretary. An Executive Secretary position may be created and filled by the Board of Trustees with such duties and responsibilities, and at such compensation, as the Board may designate.

6.9 Removal. An officer may be removed from office by the affirmative vote of Two-thirds (2/3) of the members of the Board of Trustees at any regular or special meeting of the Board properly called for that purpose, for:

- (a) Non-feasance, malfeasance or misfeasance;
- (b) Conduct detrimental to the interests of the Association;

(c) Lack of sympathy with the objectives of the Association;

(d) Refusal or inability to render reasonable assistance in carrying out the purpose and objectives of the Association;

(e) Failure to attend Two (2) properly called meetings of the Board in any one year after receiving proper notice of such meetings; or

(f) Any other conduct, or lack thereof, condition or situation which is detrimental to the existence or image of the Association or its members.

6.10 Any officer proposed for removal shall be entitled to be heard at a meeting of the Board of Trustees and shall be given written notice of such meeting at least Twenty (20) days prior to such meeting by mail. Such notice shall set forth the allegations against such officer.

ARTICLE 7 AGENTS AND REPRESENTATIVES

7.1 The Board of Trustees may appoint such agents and representatives of the Association, with such powers, and to perform such acts and duties on behalf of the Association, as the Board may see fit, so far as may be consistent with these Regulations and to the extent permitted by law.

ARTICLE 8 CONTRACTS

8.1 The Board of Trustees may authorize any officer or agent to enter into any contracts or to execute and deliver any instrument in the name of and on behalf of the Association. Such authority will be confined to a specific agent or employee.

ARTICLE 9 COMMITTEES

9.1 Standing Committees. There shall be the following standing committees:

(a) **Executive Committee.** The purpose of this Committee shall be to coordinate the activities of Board committees and to set Board meeting agenda; to act on matters where time or an issue's importance does not permit or require a special meeting of the Board. Actions of this Committee will be initiated only after approval from a majority of the committee members. All acts of this Committee will be subsequently considered by the Board for ratification, modification or rejection at the next Board meeting. The Chairman shall be the President, and the members shall consist of the President, Vice President and Secretary/Treasurer.

(b) Nominating Committee. The purpose of the Committee shall be to nominate officers and Trustees for the Association. The Chairman shall be the immediate past President, and the members shall consist of the immediate past President, the President, the Vice President and the Secretary/Treasurer.

9.2 Other Committees. There shall be other committees appointed by the Executive Board and voted on by the Board of Directors.

9.3 Committee Chairman shall continue to serve as members of their committees for a period of Six (6) months after the expiration of their original terms.

9.4 Compensation. Committee members shall not receive any compensation for their services. The Board of Trustees may by resolution fix a reasonable compensation for expenses of attendance at each committee meeting and/or may contract for and pay to any committee member rendering unusual or exceptional services to the Association, such special compensation appropriate to the value of the services as the Board shall deem advisable.

ARTICLE 10 NOMINATIONS AND ELECTIONS

10.1 At the annual meeting of the membership, the Nominating Committee shall present a slate of names in nomination for the position of Trustee. The voting members shall then cast their votes on such nominations.

ARTICLE 11 INVESTMENTS

11.1 The Association shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board without being restricted to the class of investments which a Trustee is to or may hereafter be permitted by law to make or any similar restriction.

ARTICLE 12 INDEMNIFICATION

12.1 The Association may indemnify 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 the Association) by reason of fact that he is or was a director, officer, employee or agent of the Association, or who is or was serving at the request of the Association as a Trustee, officer, employee, agent or another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney fees), judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, if he acted in good faith and in a

manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of no contest 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 reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

12.2 The Association may indemnify any person who was or is a party or threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper.

12.3 To the extent that a Trustee, officer, employee or agent of a corporation has been successful, on the merits or otherwise, in the defense of an action, suit or proceeding referred to in the above paragraphs, or in defense any claim, issue or matter therein, he shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him in connection therewith.

12.4 Any indemnification under Paragraphs **12.1** and **12.2** (unless ordered by a court) shall be made by the Association only as authorized in the specific case, upon a determination that the indemnification of the Trustees, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Paragraphs **12.1** and **12.2**. Such determination shall be made: (1) by the Board of Trustees by a majority vote of a quorum consisting of Trustees who were not in parties to such action, suit or proceeding; or, (2) by independent legal counsel in a written opinion; or, (3) by the members.

12.5 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Trustees in the specific cases, upon receipt of an undertaking by or on behalf of a Trustee, officer, employee or agent to

repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in the Article.

12.6 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or disinterested Trustees, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Trustee, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

12.7 The Association may purchase and maintain insurance or behalf any person who is or was a Trustee, officer, employee or agent of the Association, or who is or was serving at the request of the Association as a Trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of the Article.

ARTICLE 13 SURETY BOND

13.1 The Association shall obtain a qualified personal surety bond in the favor of the Association in the amount and upon terms dictated by the Board of trustees for the officers and the Executive Secretary. The Association shall bear the expense thereof.

ARTICLE 14 CODE OF ETHICS

14.1 Each member, Trustee or officer of the Association shall abide by the Code of Ethics herein described. This Code of Ethics is adopted to promote and maintain high standards of public service and conduct in order that lawn care justly may be regarded as a profession, that the public may have increasing confidence in its integrity, and the practice of lawn care may best serve the public interest.

14.2 Code of Ethics:

(a) To understand and adhere to the recognized principles of turf management, as well as support and advance lawn care research, technology and education;

(b) To provide employee training in the safe handling and use of pesticides, and monitor safety and environmental factors relating to services performed;

(c) To abide by laws and regulations affecting the industry and to

promote enforcement. To acknowledge that governmental and organized standards are the mutual responsibility of the product manufacturer and user; and,

(d) To refrain from unfair business practices by:

1. Maintaining a reputation for fair and honorable conduct with employees and suppliers;
2. Conducting business on the basis of services to the public; and,
3. Avoiding false, misleading and/or deceptive advertising.

ARTICLE 15 DISSOLUTION

15.1 Upon the dissolution of this Association, the Board of Trustees shall apply and distribute the assets of the Association as follows:

(a) All liabilities and obligations of the Association shall be paid, satisfied and discharged or adequate provisions made thereof;

(b) Assets held by the Association upon conditions requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements; and,

(c) Any remaining assets shall be distributed to one or more regularly organized and qualified charitable, educational, scientific or philanthropic organizations, or to one or more associations of persons having a common business league or similar exempt organization under Section 501(c) 6 of the Internal Revenue Code, as amended, or the corresponding provision of any future United States Internal Revenue law, as the Board of Trustees shall determine.

ARTICLE 16 AMENDMENTS

16.1 The Board of Trustees shall have the power to make, alter, amend and repeal the By-laws of the Association by affirmative vote of Two-thirds (2/3) of the Board.

**ARTICLE 17
TERMINOLOGY**

17.1 All references to the male gender include both genders.

ADOPTED BY:

**THE BOARD OF TRUSTEES OF
OHIO LAWN CARE ASSOCIATION
THIS DAY OF JUNE, 2000.**

**By: _____
-Secretary**