

**OFFICIAL GOVERNING PRINCIPLES (“BYLAWS”) FOR THE
CLINGMAN-JONES FAMILY ASSOCIATION,
AN UNINCORPORATED NONPROFIT ASSOCIATION**

Organized pursuant to the Revised Uniform Unincorporated Nonprofit Association Act as
found in Arkansas Code Sect. 4-28.601

Adopted by the Board of Directors on July 4, 2015
At the annual meeting of the Directors (now Board of Managing Members)

**OFFICIAL GOVERNING PRINCIPLES ("BYLAWS") FOR THE
CLINGMAN-JONES FAMILY ASSOCIATION,
AN UNINCORPORATED NONPROFIT ASSOCIATION**

**ARTICLE ONE
PURPOSE AND LOCATION**

WHEREAS the descendants of Jane Poindexter Clingman and Dr. Alfred Jones have operated as a family association (the "Clingman-Jones Family Reunion") since 1923 in the beneficial ownership, possession, use and management of the tract described below; and WHEREAS the entity has variously been conducted as a Trust or a Corporation; and WHEREAS Arkansas law now authorizes a legal entity that is clearly better suited to our family association and its purposes as those have existed since 1923; THEN

THEREFORE, the undersigned being the duly elected and acting Directors of the Clingman-Jones Family Corporation pursuant to Bylaws adopted July 6, 2013¹ as authorized in paragraph 8.2 thereof, do hereby adopt the following Governing Principles, and do further hereby adopt and ratify all prior acts of the Trustees and Directors of the Clingman-Jones Family Reunion as the acts of this Association.

- 1.1 Purpose:** The Clingman-Jones Family Association is a nonprofit unincorporated Arkansas association ("Association") organized pursuant to the Revised Uniform Unincorporated Nonprofit Association Act as found in Arkansas Code Sect. 4-28.601 and shall be formed exclusively for the purposes of maintaining and preserving the heritage of, and as a living legacy of, the founding descendants, the 11 children of Dr. Alfred Jones and Jane Poindexter Clingman, including the maintenance and preservation of the Association's principal asset, the approximately 200 acres near Caddo Gap, Arkansas known as Jones Valley, and having a legal description as follows:

The North One-Half of the Southeast Quarter (N/2 SE/4) of Section 18, Township 4 South, Range 24 West and the North One-Half of the Southwest Quarter (N/2 SW/4) and the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 17, Township 4 South, Range 24 West, Montgomery County, Arkansas (hereinafter, "Jones Valley").

- 1.2 Location:** The principal location of the Association shall be Jones Valley.
- 1.3 Property Ownership:** The legal title to Jones Valley shall be vested in the name of the Clingman-Jones Family Association, an Unincorporated NonProfit Association.

¹ The corporation was a reorganization of the Trust entity as existed under Bylaws adopted July 6, 2002

ARTICLE TWO

MEMBERS

2.1 Members:

- (a) The Association shall consist of Membership, without stock, and shall be operated on a non-profit basis and exclusively for the charitable and benevolent purpose of improving and preserving the feelings of love and unity among the members of the twelve respective lines of the family. Each Member of the Association shall be a descendant of Dr. Alfred Jones and Jane Poindexter Clingman (including through adoption) and shall have:
 - (1) attained the age of 17 years; and
 - (2) is in compliance with these Bylaws including any amendments made thereto. Once a Member is notified in writing by the President of being in noncompliance, the Member has the time designated and provided by the President under the penalty of revocation of Membership. Should the Member fail to comply within the time provided, the Board of Managing Members may revoke the Member's Membership. The Member shall have one year to reapply for Membership once revoked; and
 - (3) notified the Secretary/Treasurer in writing of the descendant's and/or spouse's current mailing address, email address, and telephone number, and of any changes thereto within one year of the occurrence of the change or the registry otherwise shows the necessary information.
- (b) The surviving spouse of a Member shall, at the pleasure of the Board of Managing Members, enjoy the benefits of Jones Valley and shall be deemed to have waived all claims per the terms of paragraph 2.6(d) and shall comply with all requirements of a Member but shall not have the right to vote or hold office.

2.2 Member Voting Right: Each Member as defined in Paragraph 2.1 above, and the Member's spouse, shall each be entitled to one vote unless a Member is considered inactive. If a Member is considered inactive then neither that Member nor the Member's spouse may cast a vote at the Annual Business Meeting until that Member has been reinstated.

Thereafter, the reinstated Member and spouse will be able to vote at the next ensuing Annual Business Meeting.

2.3 Inactive Member: A Member may be considered inactive for voting purposes if he or she ceases to qualify under Paragraph 2.1; for non-attendance of an Annual Family Meeting for a period of five consecutive years unless that Member has documented a visit to Jones Valley during the fiscal year other than the annual family reunion; upon Ejection from the Jones Valley pursuant to Paragraph 9.1; or by written notice to the Secretary.

2.4 Voting by Proxy: No Member shall be allowed to cast its vote via proxy.

2.5 Member Beneficial Interest:

- (a) Members as defined in Paragraph 2.1 enjoy a non-possessory, non-transferrable, non-alienable beneficial interest in the Association. Subject to approval by the Board of

Managing Members, a Member may construct a cabin or any other building or to renovate an existing structure, including cabins and any other building, relocation of any building or cabin, or voluntary demolition of any structure on behalf of its Family Line. Any construction, renovation or demolition must first be approved by the Board of Managing Members per the terms of Paragraph 4.11 below; and must be consistent with Architectural Guidelines and Restrictions as may be adopted by the Board of Managing Members from time to time; and is expressly subject to the provisions of section 4.12 regarding control of a cabin.

- (b) Each Member of the Association agrees that any taxes due on any structure designated for their Family Line shall be paid direct to the Secretary/Treasurer at least thirty (30) days prior to the tax due date. Should a Family Line fail to pay its share of taxes the Secretary/Treasurer has the right to pay a Family Line's share of taxes from the Associations general funds. Failure of a Family Line to pay its taxes for two consecutive years will subject that Family Line to temporary suspension of its right to use of its Family structure until such time as the Secretary/Treasurer confirms its share of taxes is current.
- (c) No Member of the Association shall have the right to Partition the land described in Paragraph No. 1.1 above.

2.6 Use of Jones Valley: Only Members, their spouses, and their children under 17 years old are permitted to enter Jones Valley. No person who is not a Member, a Member's spouse or a Member's child under 17 years old may enter or use Jones Valley for any purpose.

- (a) However, a Member may bring one or more guests to Jones Valley, as long as:
 - (1) the Member accompanies each of his or her guests at all times, and
 - (2) each guest has signed a waiver of any and all claims of personal liability against the Association in substantially the same form as that attached as Exhibit "A", and
 - (3) the signed waiver has been delivered to a Managing Member or Officer.
- (b) **Waiver of all Claims: BY PRESENCE WITHIN AND USE OF JONES VALLEY OR ENJOYMENT OF ANY BENEFITS OF MEMBERSHIP OF THE ASSOCIATION ("USE" OR "USAGE"), MEMBERS AND THEIR SPOUSES SHALL BE DEEMED FOR THEMSELVES AND THEIR MINOR CHILDREN TO HAVE WAIVED ANY CLAIM FOR PERSONAL INJURY, DAMAGES, PARTITION OF LAND, OR OTHERWISE AGAINST THE ASSOCIATION. BY USE OF JONES VALLEY EACH PERSON ACKNOWLEDGES THAT VISITING JONES VALLEY AND PARTICIPATING IN RECREATIONAL ACTIVITIES, THERE ARE HAZARDOUS OR ULTRA-HAZARDOUS GROUNDS, FACILITIES AND**

ACTIVITIES AND THAT YOU COULD BE SERIOUSLY INJURED OR EVEN KILLED. YOUR VISIT TO JONES VALLEY AND ANY PARTICIPATION IN SUCH ACTIVITIES IS DONE VOLUNTARILY WITH KNOWLEDGE OF THE RISKS AND DANGERS INVOLVED, AND BY YOUR USAGE YOU AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER THESE RISKS ARE KNOWN OR UNKNOWN. EACH PERSON FURTHER IS DEEMED TO UNDERSTAND THAT THE ASSOCIATION MAY ALSO BE ENTITLED TO ADDITIONAL PROTECTION FROM LIABILITY UNDER ARKANSAS LAW, AND THAT THIS WAIVER IS NOT INTENDED TO ALTER OR LIMIT SUCH ADDITIONAL PROTECTION FROM LIABILITY. UPON REQUEST THE ARKANSAS RECREATIONAL USE STATUTE (ARK. CODE ANN. § 18-11-301, *ET SEQ.*) WILL BE MADE AVAILABLE TO YOU.

- (e) **Indemnity For Acts of Member or Guests:** By presence in Jones Valley and usage of the benefits of the Association, each Member is deemed to acknowledge and accept the responsibility for informing the President when inviting guests to visit and use JONES VALLEY, and shall require each such guest to sign a waiver of liability in a form of Waiver provided by the Association. The Member further is deemed to acknowledge and accept all legal responsibility for any acts occurring at JONES VALLEY by any members of the Member's immediate family, guests and pets; and will indemnify the Association for any liability arising from any such acts, and assume such risks and hold the Association, its Members and Board of Managing Members harmless from any liability or claim made by or on behalf of my minor children and any guest of the Member invited to enter JONES VALLEY.
- (f) **Effect of Waivers and Indemnity:** Each Member is advised that the foregoing waiver is of great value, and will prohibit and keep you from obtaining money for any injury you may be otherwise entitled to obtain for personal injury, medical bills, medical expenses, hospital expenses, lost income, punitive damages, disability, death, or other judgment in your favor including for an injunction or any other equitable relief; and that the indemnity may subject you to a claim or lawsuit by the Association to pay money.
- (g) **Distribution:** The provisions of sub-paragraphs (d) through (f) shall be widely promulgated to the Members by Notice as provided in these Bylaws and further by posting conspicuously on the bulletin board in the dining hall. Each Building Manager shall post such notice conspicuously within their building.

2.7 Independent Contractors: Notwithstanding the provisions of Paragraph 2.6, independent contractors hired by Members may enter Jones Valley for the time necessary to complete the work for which the Member hired the independent

contractor. Before permitting an independent contractor to enter Jones Valley, the Member shall obtain from the independent contractor a waiver of all claims of liability against the Association, in substantially the same form as that attached as Exhibit B, and deliver the signed waiver to a Managing Member or Officer. If the Member fails to obtain a waiver of liability from an independent contractor that enters Jones Valley, the Member shall indemnify the Association against any claim of liability asserted by the independent contractor in connection with the work for which the Member hired the independent contractor.

ARTICLE THREE

MEMBERS BUSINESS MEETINGS

- 3.1 Meeting Place:** All meetings of the Members shall be held at Jones Valley, or at such place as shall be determined from time to time by the Board of Managing Members.
- 3.2 Annual Meeting Time:** The annual meeting of the Members (hereinafter, the “Members Business Meeting”) for the election of the Board of Managing Members and for the transaction of such other business as may properly come before the meeting, shall be held each year on or about July 4 of every year, if no other meeting time is specifically appointed.
- 3.3 Meeting Procedure:** Except as specified otherwise by these Bylaws, meetings of the Members and Board of Managing Members may be conducted in accordance with the Democratic Rules of Order, as may be modified or suspended at the discretion of the Board of Managing Members.
- 3.4 Notice of Members Meetings:**
- (a) Notice of the time and place of an annual Members’ Business Meeting shall be given by posting a written or printed notice of the same, at Jones Valley at least one day prior to the meeting and by sending written notice to the last known street address or email address of each Member.
 - (b) At least 30 days prior to any other Members meeting, written notice of the date, time, place, and purpose of the meeting, shall be sent to the last known street address or email address of each Member.

ARTICLE FOUR

BOARD OF MANAGING MEMBERS

- 4.1 Numbers and Powers:** The management of all the affairs, assets, and interests of the Association shall be vested in the Board of Managing Members (references to “Board” refers to the Board of Managing Members), which shall consist of one Member elected from each Active Family Line (as defined in Paragraph 4.2). Each Managing Member shall hold office until the corresponding Family Line selects a new Managing Member. In addition to the powers and authorities expressly granted by these Bylaws, the Board of Managing Members may exercise all such powers of the Association expressly conferred upon it by the Governing Principles (Bylaws), except those that are required by these Bylaws to be exercised by the Members.

4.2 Family Lines:

(a) Each Member belongs to a single Family Line, which is designated by the name of the ancestor, from the list below, to which the Member is most directly related.²

1. Melinda Jones Cubage
2. Fannie Jones Highsmith
3. Mary Jones Diffie
4. Granville Whittington Jones
5. Isaac Jarrett Jones
6. Lee Jones Chandler
7. Arthur Jones
8. Mattie Jones Chandler
9. Grace Jones Palmer
10. Claude Jones
11. Guilford Jones

(b) A Family Line shall be considered "Active" if at least one Member of the Family Line has attended at least one Member Business Meeting in the preceding five years.

(c) Each Member meeting all other criteria defined herein, shall be eligible for selection by his or her Family Line as a Managing Member, so long as the Member's Family Line remains Active.

(d) A Family Line that is not considered Active may become an Active Family Line by meeting all other criteria in this Paragraph, and upon approval by the Board of Managing Members. At the time of the original adoption of these Bylaws, the Family Lines not considered Active are those designated, Granville Whittington Jones; Isaac Jarrett Jones; and Grace Jones Palmer.

4.3 Annual Board of Managing Members Meeting: The annual meeting of the Board of Managing Members shall be held on or about July 4 of every year.

4.4 Notice of Annual Board of Managing Members Meeting:

(a) Notice of the time and place of the Annual Board of Managing Members Meeting shall be given by posting a written or printed notice of the meeting, at Jones Valley at least one day prior to the meeting.

(b) At least ten (10) days prior to any special meeting, written notice of the date, time, place, and purpose of the meeting, shall be sent by mail or electronic mail to each Managing Member (hereinafter sometimes called "Director" for shorthand).

4.5 Regular and Special Board of Managing Members Meetings: Regular and special

² In prior documents, Dr. A.B. Clingman (father of Jane Poindexter Clingman) has been listed as a family line. However, it appears that he had no descendants other than Jane therefore listing his line would be superfluous.

meetings of the Board of Managing Members may be held on at least 48 hours' notice by telephone conference call or at such place or places as the Board of Directors may agree and designate. Special meetings may be held at any place and at any time and may be called by any two or more Managing Members, the President, Vice President, or Secretary/Treasurer.

- 4.6 Meeting Procedure:** Except as specified otherwise by these Bylaws, meetings of the Board of Managing Members shall be conducted in accordance with the Democratic Rules of Order, which may be modified or suspended at the discretion of the Board.
- 4.7 Quorum:** A quorum of Managing Members shall be necessary at all meetings of the Board of Managing Members for the transaction of business. Unless otherwise specified in these Bylaws, the authority of the Board of Managing Members shall be exercised only on a majority vote of a quorum of the Managing Members. Because the number of Managing Members on the Board of Managing Members depends on the number of Active Family Lines, the table below defines the quorum necessary for the Board of Managing Members to transact business.

Number of Directors	Quorum
5	4
6	4
7	5
8	6
9	6
10	7

- 4.8 Debt:** The Board of Managing Members shall not incur any debt on behalf of the Association, unless it is first authorized by the Board of Managing Members and then approved by two-thirds (2/3) of the Members voting at the annual Members Business Meeting.
- 4.9 Sale of Property:** The Association's ownership rights in Jones Valley shall not be used to secure debt or be sold or encumbered in any other way, except by unanimous vote of the Board of Managing Members and the approval by at least two-thirds (2/3) of the Members voting at the annual Members Business Meeting
- 4.10 Action by the Board of Managing Members Without a Meeting:** The Board of Managing Members may take any action without a meeting if a consent in writing (including email), setting forth the action so taken, shall be signed by all of the Managing Members.
- 4.11 Construction:** All proposed new construction, and substantial renovations to existing structures, including cabins and any other buildings, relocation of any building or cabin, or voluntary demolition of any structure, must be approved by the Board of Managing Members before construction or renovation may commence. All new constructions and substantial renovations must be substantially completed within two years of the Board of Managing Members' approval. For each cabin,

building, or other structure in Jones Valley, a Member (the "Building Manager") must be identified in writing to the Board of Managing Members as the appropriate recipient of official communications from the Board of Managing Members, and as bearing ultimate responsibility for any taxes or other costs or liabilities incurred by the structure. Involuntary demolition of an existing cabin, building, or other structure may be authorized by unanimous vote of the Board of Managing Members for health, safety or welfare reasons. A 60-day written notice to the last known address of the corresponding Family Director or Building Manager shall be given. In the event a Family Line Managing Member is so notified, then that Family Line Managing Member must abstain from voting. The Board of Managing Members may seek reimbursement from the corresponding Family Line or Building Manager for any costs incurred by the Association for any such demolition.

4.12 Control of a Family Cabin:

- (a) When a Family Line (i.e. descendants of one of the 12 ancestors identified in Section 4.2), or a Member or group of Members within a Family Line ("Family Group" whether one Member or more) has constructed or renovated a structure on a plot (collectively "Cabin" or "Family Cabin") which has been designated by the Board for the use of that Family Group, then that Group shall have the sole and exclusive use of that Cabin.
 - (1) The Family Group that constructed or renovated the Cabin is the freehold owner of the physical structure, equipment and personal property therein.
 - (2) However, notwithstanding other provisions of this section 4.12, the legal and equitable title to the land comprising the plot ("Plot") designated for the use of a Family Group shall remain vested in the Association. The interest of the Family Group in such plot is one of exclusive possession only of the structure and contents, and only in a manner consistent with other provisions of these Bylaws. A Family Group, by using such plot does not thereby acquire any right to claim title by deed or by adverse possession to the Plot and waives any right to seek partition thereof.
 - (3) Freehold ownership of a Cabin may be transferred by a Family Group to other active Family Members or to another Family Group in any Family Line. Any such transfer shall be made known to the Board.
- (b) The use, and maintenance of such Cabin may be determined by that Family Group. The point of contact with the Board regarding maintenance of the Cabin and funding of annual property taxes will be the Building Manager (which may be the Family Director) as identified to the Board.

- 4.13 Staying in Jones Valley:** The Association contemplates that Members may wish to establish a permanent residence in Jones Valley. A Member wishing to stay in Jones Valley for more than 30 consecutive days must first obtain approval of the Board of Managing Members. The Board of Managing Members for good cause shown may terminate a Member's stay in Jones Valley at any time, regardless of whether the

Member previously obtained Board approval for a stay of more than 30 consecutive days. The Board of Managing Members may approve the removal from Jones Valley of any guest of a Member. Any Member may cause the lawful removal from Jones Valley of any person who is not a Member or guest of a Member.

- 4.14 Rules and Regulations:** The Board of Managing Members may approve and issue rules and regulations to implement these Bylaws to foster the well-being of the Members and of Jones Valley itself. Any rule or regulation must be germane to and consistent with an existing by-law. The Family Membership must be notified at least 30 days prior to a vote of the Board for a rule or regulation.

ARTICLE FIVE

OFFICERS

- 5.1 Designations:** The Board of Managing Members shall elect from among the Members (including Managing Members) and their spouses, a President, Vice President, Secretary and a Treasurer. The same person may serve as both Secretary and Treasurer. Officers will not have a vote by virtue of their office except that the President may, but is not required to, vote in the event of a tie vote. Each office shall be filled by a single Member only.
- 5.2 Terms and Elections:** The Officers of the Association shall be elected for a period of three (3) years or until a successor is elected. Any Officer may be removed at any time, for any reason, by vote of the Board of Managing Members. Vacancies in any office arising from any cause may be filled by the Board of Managing Members at any regular or special meeting of the Board. An Officer may succeed him or herself.
- 5.3. Compensation:** No Officers or Managing Member shall receive any salary or payment for his or her services as an Officer or Managing Member. However, an Officer or Managing Member may be compensated for other unrelated personal services as may be approved by the President.

ARTICLE SIX

DUTIES OF MANAGING MEMBERS AND OFFICERS

- 6.1 Management of Business:** The Association Board of Managing Members shall have general supervision and control of the business and affairs of the Association, and shall make all necessary rules and regulations not inconsistent with law, or with the by-laws of the Clingman-Jones Family Association, or the by-laws of this Association, for the management of the Association. It shall be their duty to require proper records to be kept of all business transactions.
- 6.2 The President:** The President shall preside at all meetings of Members and Board of Managing Members, shall have general supervision of the affairs of the Association, and shall perform all other duties as are incident to the office or are properly required of the President by the Board of Managing Members.
- 6.3 Vice-President:** In the event of absence or disability of the President, the Vice-President shall exercise all functions of the President. The Vice-President also shall have such powers and discharge such duties as may be assigned to him or her by the

Board of Managing Members. The Vice-President In collaboration with the Secretary shall make the Board of Managing Members aware of any Membership issues.

- 6.4 Secretary/Treasurer:** The Secretary/Treasurer shall issue notices for all meetings, shall keep the minutes of all meetings, shall have charge of the Association books, shall have the custody of all monies and securities of the Association and keep regular books on account, shall disburse funds of the Association as directed by the President and/or authorized by the Board of Managing Members, and shall make such reports and perform other duties as are incident to his or her office, or as may be required by the Board of Managing Members.

The Secretary/Treasurer shall also maintain an official registry (Registry of Active Members) containing the name, address, phone number and e-mail address, if available of each Member. The Vice-President shall present the registry to the Board of Managing Members at its annual meeting each year for approval. Such Registry of Active Members shall be conclusive evidence of such membership and status. . All references in these Bylaws to “Active Member(s)” shall be as shown in such Registry.

- 6.5 Meetings:** The Association Board of Managing Members shall meet at such time as they may agree upon. The President or two Managing Members may convene a meeting of the directors at any time. Notice of such meeting shall be communicated to each Managing Member not less than thirty (30) calendar before the meeting is to take place, provided that meetings of the Managing Members may be held at any time, without formal notice, if all Managing Members are present, or those absent have waived notice or have signified their consent to the meeting being held in their absence.

ARTICLE SEVEN

BOOKS AND RECORDS

- 7.1** The Association shall keep correct and complete books and record of accounts and shall keep minutes of the proceedings of its Members and Board of Managing Members. Any books, records, and minutes may be in written form or any other form capable of being converted into written form within a reasonable time. The Membership Registry and any of the Associations’ records shall be available for inspection by any Member at the annual Members Business Meeting or at any other time upon reasonable notice to the Secretary but no more frequently than every six months. Any expense of copying or shipping will be at the expense of the requesting member and paid in advance.
- 7.2 Fiscal Year:** The fiscal year of the Association shall be from June 1 through May 31.

ARTICLE EIGHT

SPECIAL ASSOCIATION ACTS

- 8.1 Execution of Written Instruments:** Contracts, deeds, documents, and instruments shall be executed by the President and any one other Officer, with the express written authority of the Board of Managing Members, unless otherwise directed by the Board

of Managing Members. Any instrument executed by only one Officer alone shall be deemed void.

8.2 Signing of Checks or Notes: Checks and notes shall be signed by the President or Secretary/Treasurer, with the authority of the Board of Managing Members.

8.3 Indemnification of Directors and Officers: The Association shall indemnify any and all Managing Members or Officers or former Managing Members or former Officers against expenses actually or necessarily incurred by them in connection with the defense or settlement or judgment of any action, suit, or proceeding brought or threatened in which they, or any of them, are or might be made parties, or a party, by reason of being or having been Managing Members or Officers of the Association. This indemnification shall not apply, however, where such Director, Officer, former Managing Members, or former Managing Members is adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of his/her corporate duties or to have knowingly acted outside his/her authority as a Managing Members or Officer.

ARTICLE NINE

EJECTION AND/OR DISASSOCIATION OF A MEMBER

9.1 Ejection: The Board of Managing Members by simple majority vote shall have the power to eject from Jones Valley a Member who is unreasonably disrupting the peace of others who are present in the Valley, or is destroying property of the Association or any Member, or for other good cause shown. Such ejection shall be for a period not to exceed ten (10) days.

9.2 Suspension: A Member may have all privileges and benefits of membership suspended by a 2/3rd vote of the current active Members (as shown in the Registry of Active Members) present and voting at a meeting called for such purpose. Pending a possible vote to suspend a Member, the Board of Managing Members may, for good cause, temporarily suspend a Member until the next annual meeting of Members. A suspended Member may apply to the Board of Managing Members for reinstatement after one year following the suspension. Upon recommendation of the Board of Managing Members and approval by a 2/3rd vote of the current active Members (as shown in the Registry of Active Members) present and voting at a meeting called for such purpose, such Member shall be reinstated with all privileges and benefits of a Member.

ARTICLE TEN

AMENDMENTS

10.1 By Members: These Bylaws may be altered, amended, or repealed by the affirmative vote of a majority of the Members present at the Members Business Meeting.

10.2 By Directors: The Board of Managing Members shall have the power to make, alter, amend and repeal the Bylaws of this Association by a two-thirds (2/3rd) majority vote of the entire Board. However any such alteration, amendment, or repeal of the Bylaws, may be changed or repealed by the affirmative vote of a majority of the Members, as provided in Paragraph 10.1.

10.3 Emergency Bylaws: The Board of Managing Members may adopt emergency Bylaws,

subject to repeal or change by action of the Members, which shall be operative during any emergency in the conduct of business of the Association resulting from a weather related disaster or the like.

ARTICLE ELEVEN

MISCELLANEOUS

- 11.1 Notices:** All communications required or permitted to be given pursuant to these ByLaws shall be given by a Member to the Association through the current acting Secretary/Treasurer identified by name and address in the minutes of the most current Annual Business Meeting. All notices required or permitted to be given to a Member shall be to the name and address shown in the Registry of Active Members. All notices to a Member or from a Member to the Association may be given by means of U.S. first class mail, electronic mail or fax.
- 11.2 Governing Law; Enforcement:** The Association shall be governed by, construed and enforced in accordance with the laws of the State of Arkansas.
- 11.3 Severability:** The invalidity or unenforceability of any provisions of these ByLaws shall not affect the validity or enforceability of any other provision of these ByLaws, which shall remain in full force and effect.
- 11.4 Ratification:** The Association and its Board of Managing Members hereby ratifies and adopts as its own all prior acts taken by the predecessor Jones Valley organization known variously as the Clingman-Jones Family Corporation or Clingman-Jones Family Trust, i.e. that organization and its successors managing Jones Valley for the family from the time of the purchase in 1923.
- 11.5 Dissolution.** This Association shall remain in perpetuity unless the Members agree by a 100% vote of the current active Members as defined in Article 2.2 above to dissolve the Association at which time the Members shall agree as to the distribution of the assets, if any, of the Association. Such distribution shall be made only as it meets the requirements of A.C.A. Sect. 4-28.601.

Adopted by resolution of the Association Board of Managing Members on this 4th day of July, 2015 at Jones Valley, Arkansas.

[Signatures on next page]

FAMILY LINE**SERVING DIRECTOR SIGNATURE & DATE**

Melinda Jones Cubage

Kelly Jobe 7/4/2015
Kelly Jobe

Fannie Jones Highsmith

Larry Braswell 7-4-15
Larry Braswell

Mary Jones Diffie

Joe R. Diffie 7-4-2015
Joe R. Diffie

Granville Whittington Jones

[this line has no acting director]

Isaac Jarrett Jones

[this line has no acting director]

Lee Jones Chandler

Ronald Bowman 7-4-2015
Ronald Bowman

Arthur Jones

Karen Atkinson 7-4-15
Karen Atkinson

Mattie Jones Chandler

William Russell Chandler July 4, 2015
William Russell Chandler

Grace Jones Palmer

[this line has no acting director]

Claude Jones

Nelson Cameron 7/4/2015
Nelson Cameron

Guilford L. Jones

Guilford L. Jones, III 7/4/2015
Guilford L. Jones, III

CERTIFICATION BY SECRETARY: I am the duly acting Secretary of the Clingman-Jones Family Association and I certify that the foregoing amendment was duly adopted as set forth above and was effective as of July 4TH, 2015.

Michael White
Michael White, Secretary

ATTEST:

Spencer Cubage
Spencer Cubage, President

EXHIBIT "A"
to the Official Governing Principles ("Bylaws") for the
CLINGMAN-JONES FAMILY ASSOCIATION
AN UNINCORPORATED NONPROFIT ASSOCIATION

**WAIVER OF LEGAL RIGHTS TO SUE OR MAKE CLAIM FOR INJURY
WITH ARBITRATION CLAUSE AND ASSUMPTION OF THE RISK AND RELEASE**

STATE OF

COUNTY OF

I, _____, reside at the following address:
(PRINT NAME)

(PRINT ADDRESS)

am a GUEST of a member of the CLINGMAN-JONES FAMILY ("FAMILY"), which consists of the descendants of Dr. Alfred Jones and Dr. A.B.Clingman. The FAMILY is currently organized as The Clingman-Jones Family **Unincorporated Nonprofit Association** **Managing Members** Corporation, an Arkansas ~~mutual benefit corporation~~, having a Board of ~~Directors~~ ("BOARD") and a President. The FAMILY owns a parcel of land of approximately 200 acres ("JONES VALLEY"), located approximately one mile south of Caddo Gap, Arkansas, and accessible from AR-27 N/AR-8 W by Jones Valley Road. The FAMILY uses JONES VALLEY for recreational purposes, including as the site of its annual family reunion on or about the 4th of July of each year. JONES VALLEY is maintained as private property, is not open to the public, but may be used by members of the FAMILY and their accompanied guests. I enter into this waiver on my behalf and on behalf of any of my immediate family members including minor children and grand children and my other descendants. The date my visit is to begin is: _____. I expect to leave the VALLEY on the _____ Day of _____, _____. The preceding dates do not limit the duration of this waiver. This waiver is effective for any visit of mine to the VALLEY.

I intend to visit JONES VALLEY for recreational purposes, including without limitation to attend one or more of the annual family reunions held there, and to participate in recreational activities there. I acknowledge that the vast majority of JONES VALLEY is maintained as unimproved land for the purposes of preserving its natural beauty and habitat, and has primitive as well as modern improvements located thereon, including a natural stream that feeds a man-made pond used for recreational purposes. I further recognize and acknowledge that my

use of JONES VALLEY necessarily exposes me to all of the dangers and risks inherent in a visit to any unimproved wilderness or forest having a body of water, including without limitation the risks of being injured by or from slipping, falling, drowning, falling or flying objects, fireworks, firearms, vehicles (including cars, trucks, ATVs, four-wheelers, bicycles, and motorcycles), wild and domestic animals, electric shock, food or water contamination, heat exhaustion, horseplay, altercations, propane or gas explosions, weather-related conditions and other acts of God, and disease. I understand that the foregoing list is exemplary and is not intended to be inclusive of all possible risks. I acknowledge that there are risks and dangers created by my visit to and use of JONES VALLEY, and that the FAMILY, including the BOARD, makes no guarantees or assurances of safety. None of the facilities or activities (for example the kitchen, food preparation, dam, swimming activities, electrical equipment, bath houses, well water, sewage systems, grounds or roads) are built, operated or maintained to any applicable design or safety standards and are not regulated or inspected by any recognized entity or agency. I recognize and acknowledge, for example, that there is no lifeguard on duty, no first aid kit kept on site, no medical personnel present on the premises, no security personnel on the premises. I further acknowledge that the FAMILY does not conduct criminal or other background checks of any visiting member of the FAMILY, any invited guest, any person hired to do work at JONES VALLEY, or any other person, that no one warrants the competency of anyone hired by any family member to do work in the Valley and that there is no insurance of any kind provided or made available for any member of the FAMILY or their guests. I understand and acknowledge that wild and undomesticated animals including poisonous snakes and others are known to inhabit JONES VALLEY, and that no structure, road, path, walkway, or other man-made creation is maintained or built to accommodate any disability as that term is defined under applicable laws or to meet any safety or disability standards.

I ACKNOWLEDGE THAT VISITING JONES VALLEY AND PARTICIPATING IN RECREATIONAL ACTIVITIES THERE ARE HAZARDOUS OR ULTRA-HAZARDOUS GROUNDS, FACILITIES AND ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. MY VISIT TO JONES VALLEY AND ANY PARTICIPATION IN SUCH ACTIVITIES IS DONE VOLUNTARILY WITH KNOWLEDGE OF THE RISKS

AND DANGERS INVOLVED, AND I AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER THESE RISKS ARE KNOWN OR UNKNOWN.

I understand that the FAMILY may also be entitled to additional protection from liability under Arkansas law, and that this Waiver is not intended to alter or limit such additional protection from liability. I acknowledge by my signature below that I have read and understand the portions of the Arkansas Recreational Use Statute (Ark. Code Ann. § 18-11- 301, *et seq.*) set forth immediately below:

18-11-305 - Owner's immunity from liability

Except as specifically recognized by or provided in § 18-11-307, an owner of land who, either directly or indirectly, invites or permits without charge any person to use his or her property for recreational purposes does not thereby:

- (1) Extend any assurance that the lands or premises are safe for any purpose;
- (2) Confer upon the person the legal status of an invitee or licensee to whom a duty of care is owed;
- (3) Assume responsibility for or incur liability for any injury to person or property caused by an act or omission of such persons; or
- (4) Assume responsibility for or incur liability for injury to the person or property caused by any natural or artificial condition, structure, or personal property on the land.

18-11-307 - Exceptions to owner's immunity

Nothing in this subchapter limits in any way liability which otherwise exists:

- (1) For malicious, but not mere negligent, failure to guard or warn against an ultra-hazardous condition, structure, personal property, use, or activity actually known to the owner to be dangerous; and
- (2) For injury suffered in any case in which the owner of land charges the person or persons who enter or go on the land for the recreational use thereof, except that, in the case of land leased to the state, a subdivision thereof, or to a third person, any consideration received by the owner for the lease shall not be deemed a charge within the meaning of this section.

I assume all legal responsibility for any acts occurring at JONES VALLEY by any and injuries to members of my immediate family my guests and pet and will indemnify and hold harmless the FAMILY and JONES VALLEY for any liability arising from any such acts, and assume such risks and hold JONES VALLEY, the FAMILY, and the BOARD harmless from any liability or claim made by or on behalf of my minor children and any other guest I invite to enter JONES VALLEY.

In consideration for all of the foregoing, my continued desire to visit and use JONES VALLEY, and my enduring and abiding appreciation and love for JONES VALLEY and the FAMILY, I hereby assume all of the risks inherent in visiting and using JONES VALLEY and agree to hold the FAMILY, the BOARD, and each member of the FAMILY harmless from any liability, action, cause of action, claim or demand of every kind whatsoever (collectively, "CLAIM"), whether for bodily injury including death, property damage or loss, or otherwise. The foregoing applies to any CLAIM that I, my immediate family, or my guests may now have or may later arise from or in connection with my/our presence at JONES VALLEY or participation in activities there. I am responsible for all attorneys' fees or court costs associated with any CLAIM or litigation I bring against JONES VALLEY, the FAMILY, the BOARD, or any individual member of the FAMILY arising out of activities at JONES VALLEY, including any attorneys' fees or costs incurred by the FAMILY, individual family member, or BOARD in defending against such CLAIM or litigation, and hereby waive any claim for reimbursement or compensation for any such attorneys' fees or costs.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between the FAMILY and me. I acknowledge that this waiver is of great value, and will prohibit and keep me from obtaining money for any injury I may be otherwise entitled to obtain for personal injury, medical bills, medical expenses, hospital expenses, lost income, punitive damages, disability, death, or other judgment in my favor including for an injunction or any other equitable relief.

If this waiver is found invalid in whole or in part for any reason, I further agree to submit any claim that would be otherwise waived under this agreement to binding arbitration before the BOARD, and specifically waive any right to a jury trial. I recognize and acknowledge that the BOARD has the sole discretion to make any award or finding it deems appropriate at the conclusion of any such arbitration. Any arbitration invoked to resolve a dispute arising between the FAMILY and me shall be governed by the rules of the American Arbitration Association, though the American Arbitration Association shall have no other involvement in any such arbitration. If this waiver is found

to be invalid by a court of competent jurisdiction in whole or in part and for any reason, I hereby waive any rights I may have to seize any portion of JONES VALLEY to satisfy any judgment in my favor that may be awarded by a court.

Signed this _____ day of _____, 20_____

at , _____, _____.(City, State)

GUEST (Signature) _____

GUEST (Printed full name) _____

WITNESSED BY (2 persons):

WITNESS 1 (Signature) _____

WITNESS 1 (Printed full name) _____

WITNESS 2 (Signature) _____

WITNESS 2 (Printed full name) _____