

**BYLAWS OF  
ANCIENT HARMONIOUS SOCIETY OF WOODSHEDDERS, INC. (AHSOW, INC.)**

The name of the corporation is **Ancient Harmonious Society of Woodshedders, Inc.**, a nonprofit corporation incorporated under the laws of the State of Texas on 1 September 1995. The corporation is commonly known as AHSOW. AHSOW is an affiliate of the Society for the Preservation and Encouragement of Barber Shop Quartet Singing in America, Inc. (SPEBSQSA), an educational and charitable nonprofit corporation having tax-exempt status under the provisions of Article 501(c)(3) of the Internal Revenue Code.

**ARTICLE 1 — OFFICES**

**Principal Offices**

1.01. AHSOW shall maintain its principal office in Texas. AHSOW may have such other offices as its Board of Directors may determine.

**Registered Office and Registered Agent**

1.02. AHSOW will maintain a registered office and registered agent. The Board may change the registered office and the registered agent by filing a Statement of Change of Registered Agent or Office or both with the Texas Secretary of State, and not otherwise. Such filing shall be made promptly with each change. Arrangements for each change in registered agent or office shall ensure that AHSOW is not exposed to the possibility of a default judgment. Each successive registered agent shall be of reliable character and well-informed of the necessity of immediately furnishing the papers of any lawsuit against AHSOW to its attorneys.

**ARTICLE 2 — BOARD OF DIRECTORS**

**Management of Corporation**

2.01. The Board of Directors of AHSOW will manage corporate affairs.

**Number, Qualifications, and Tenure of Directors**

2.02. The total number of positions on the AHSOW Board of Directors shall be 11. Each Director shall also serve as an Officer of AHSOW.

(a) Directors need not be residents of Texas but *must* be members in good standing of AHSOW and of SPEBSQSA. Failure of any Director to maintain his membership in AHSOW or in SPEBSQSA in good standing by the next Board of Directors' meeting shall result in his position being declared vacant, with the vacancy to be filled as provided in Section 2.07 below.

(b) Each member accepting nomination to the Board, by doing so, reasonably expects to serve a full term, if elected; consents to meetings being held by electronic means as authorized herein, and shall be readily and consistently capable of participating by this method; commits to attend or participate in all Board meetings; and agrees to accept assignment of responsibilities per Section 2.10 and Article 3 below.

(c) A Director shall hold office until his successor shall have been elected, appointed, or designated and qualified.

**Terms of Office**

2.03. The term of office of each Director will be two years. At least five Directors shall be elected each year. The terms of the Director positions held by the President, the Executive Vice-President, the Corporate

Secretary, the Treasurer, and the Education Manager/East shall expire in odd-numbered years, and the terms of the remaining Director positions shall expire in even-numbered years. Officers are listed in Article 3.

### **Nominations**

2.04. Any member of AHSOW who meets the qualifications for a Director position and who has been duly nominated may be elected as a Director. A member may be nominated for only one Director position in any given election. Nomination to positions on the Board of Directors shall be effected as follows:

- (a) Six months prior to an annual meeting at which there is to be an election of Directors, the Board shall appoint a Nominating Committee of at least three members of AHSOW in good standing, any of which may be members of the Board. Notwithstanding the above, the President may not serve on the Nominating Committee; however, the Nominating Committee, at its option, may consult any member of AHSOW, including the President, for input necessary to fulfill its committee duties. The Nominating Committee will consider possible nominees and make nominations for each election of Directors. The Nominating Committee will submit its slate of candidates at least 60 days prior to the annual meeting.
- (b) Any voting member of AHSOW in good standing may, with the second of any other voting member in good standing, nominate a member in good standing for the Director position after having obtained that prospective Nominee's approval.
  - (i) Nominations and Seconds from members may be submitted to the Corporate Secretary or the chairman of the Nominating Committee anytime after the announcement of the slate of candidates from the Nominating Committee.
  - (ii) All nominations will be closed 30 days prior to the annual meeting.
- (c) All nominees may submit to the Corporate Secretary or the chairman of the Nominating Committee, for distribution to the members, a written statement of not more than 100 words about their candidacy.

### **Board Elections**

2.05. At least 25 days prior to an annual meeting, ballots shall be submitted to the members.

- (a) Voting shall take place as discussed in Section 5.04 below.
- (b) Newly elected Directors shall begin serving at the close of the meeting at which the results of the election are announced.

### **Additional Officer Positions**

2.06. The Board may create additional Officer positions outside the Board of Directors, define the authority and duties thereof, and elect or appoint persons to fill the positions. Persons so elected or appointed may be invited to attend meetings of the Board of Directors but, as non-Directors, they are observers only, unless they are invited by the Board to speak.

### **Vacancies**

2.07. The Board will fill any vacancy in the Board, except for the office of President when there is a sitting Executive Vice-President, at any regular meeting or at any meeting specially called for the purpose of filling any vacancy. If there is no sitting Executive Vice-President and the office of President becomes vacant, the office of President shall be filled by a sitting Director. All vacancies shall be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

## **Board Meetings**

2.08. (a) The annual meeting of the Board may be held with at least 30 days' written notice to the Directors. The annual Board meeting will normally be held on a day during SPEBSQSA International Convention week of each year in the city where the SPEBSQSA International Convention is held.

(b) Regular meetings may be provided for by Board resolution. Special Board meetings may be called by, or at the request of, the President or any six Directors. The person(s) calling a special meeting will inform the Corporate Secretary of the information to be included in the notice of the meeting. Notice of any special meeting will be delivered to each Director not sooner than 7 days, nor more than 21 days, before the date of the meeting.

(c) Members of the Board of Directors, or members of any committee designated by the Board, may participate in and hold a meeting of such members, board, or committee in person or by means of:

- (i) Conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other; or
- (ii) Another suitable electronic communications system, including videoconferencing technology or the Internet, provided that the system provides access to the meeting in a manner or using a method by which each member participating in the meeting can communicate with each other participant during the course of the meeting.
- (iii) Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(d) Except as otherwise provided by these Bylaws, if at least 75% of the Directors meet and consent to holding a meeting, any corporate action may be taken at the meeting regardless of notice.

## **Quorum**

2.09. Six Directors constitute a quorum for transacting business at any Board meeting. If Directors then in office total fewer than 11, a majority of the remaining Directors constitutes a quorum.

No action may be approved without the affirmative vote of at least a majority of the number of Directors present at the time when a vote is taken.

## **Duties of Directors**

2.10. Directors will discharge all their duties in good faith, with the care that ordinarily prudent persons in similar positions would exercise under similar circumstances, and in a manner they reasonably believe to be in the best interest of AHSOW, Inc. Each Director will make every effort to attend in person AHSOW's annual meeting and any other meeting where attendance of Directors is expected. Directors unable to attend meetings in person may arrange with the Corporate Secretary for any suitable electronic means of attendance as discussed in Section 2.08(c) above.

## **Compensation**

2.11. Directors may not receive salaries for their services. Reimbursement of reasonable out-of-pocket expenses may be provided for any Director or appointed individual performing sanctioned AHSOW business who requests reimbursement for same. The Board shall establish standard policies for reimbursement, to include reporting and accounting requirements.

## **Removing Directors**

2.12. (a) Directors may be removed by action of the Board for any of these reasons:

- (i) Mental or physical disability rendering the Director unable to carry out the duties of his office;

- (ii) Failure to attend three consecutive meetings of the Board;
  - (iii) Malfeasance, misfeasance, or nonfeasance in office.
- (b) The motion proposed to the AHSOW Board that a Director is to be removed must fulfill the following requirements:
- (i) A motion to remove a Director must be proffered in open meeting and must be seconded;
  - (ii) It must be specific, identify the Director, and state the reasons for the motion;
  - (iii) It requires an affirmative vote of a majority of the full voting membership of the Board. Said vote shall be recorded and published to the full membership of AHSOW within 30 days following the vote.
  - (iv) Prior to any vote to remove, the Director concerned shall be offered an opportunity for a fair and impartial hearing. If the Director does not request a hearing, the matter may be put to the Board at the next Board meeting. If the Director does request a hearing, the Board will appoint a hearings committee of five AHSOW members who will conduct a fair and impartial hearing, and that committee will report its findings and recommendations to the Board within 30 days of appointment.

### ARTICLE 3 — OFFICERS

3.01. All Officers discussed below shall be members of the Board of Directors. Nominations for Directors shall include notice of the Officer position for which the Nominee is being considered. Upon prior approval of the President and the Treasurer, Officers shall exercise limited budgetary authority in the conduct of their duties.

#### **President**

3.02. The President shall administer the business of AHSOW in accord with the provisions of these Bylaws and of law, act as Chief Executive Officer of AHSOW by overseeing its progress and well-being, preside at meetings of the members and of the Board, act as official liaison to SPEBSQSA, coordinate the efforts and activities of Directors and Managers, and execute any lawful instruments that the Board authorizes to be executed. The President will perform other duties prescribed by the Board and all duties incident to his offices. When Officers are unable or fail or neglect to perform any or all of the duties of their office, the President may designate any other officer or *ad hoc* committee to perform said duties.

#### **Executive Vice-President**

3.03. (a) The Executive Vice-President has active responsibility for overall AHSOW musical and educational activities and supervisory responsibilities for the two Education Managers. The Executive Vice-President will perform other duties incident to his offices and as assigned by the President or the Board.

b) In case of the removal of the President from office, or upon his death or resignation, the duties of the office shall devolve on the Executive Vice-President, who shall become President and shall serve the remainder of the term for which the President was elected. Upon the Executive Vice-President's assuming the office of President, the office of Executive Vice-President shall be declared vacant and shall be filled by the Board as per Section 2.07 above.

(c) The Executive Vice-President shall serve as Acting President during the President's temporary absence, inability to act, or failure to act in timely fashion when ordinary care dictates action on behalf of AHSOW. When serving as Acting President, the Executive Vice-President has all the powers of, and is subject to all the restrictions on, the President.

### **Corporate Secretary**

3.04. The Corporate Secretary shall act as secretary at meetings of AHSOW, and cause accurate and complete records of its proceedings to be made, kept, and distributed to members. The Corporate Secretary shall also print ballots and send ballots to members, or cause ballots to be printed and sent; receive, record, and report results of all votes put to the Board and/or the membership; and submit required corporate documents to requesting parties. The Corporate Secretary will perform other duties incident to his offices and as assigned by the President or the Board.

### **Treasurer**

3.05. The Treasurer shall act as financial officer of AHSOW; be responsible for all financial records; and prepare and distribute regular and specially requested financial reports when and as required by law, by SPEBSQSA, and by and for AHSOW. The Treasurer will serve as agent for all financial transfers from and to SPEBSQSA and individual members in matters of member dues payments, payment for products and services, et al.; and perform other duties incident to his offices and as assigned by the President or the Board. As a prerequisite for holding this office, the Treasurer shall be qualified to be bonded by corporate surety.

### **Manager of Publicity & Promotion**

3.06. The Manager of Publicity & Promotion shall actively promote AHSOW's mission and visions; pursue free and paid avenues for consistent organizational publicity, advertising, and promotion; and implement publicity, advertising, and promotion upon approval of the President and/or the Board. The Manager of Publicity & Promotion will perform other duties incident to his offices and as assigned by the President or the Board.

### **Information Manager**

3.07. The Information Manager shall manage the master AHSOW membership database, including synchronization with SPEBSQSA records; create and annually cause to be made available to each member directory of all members of AHSOW; and maintain records of all members of AHSOW; coordinate membership records with SPEBSQSA as a basis for SPEBSQSA reporting of AHSOW membership and for dues billing on behalf of AHSOW; and accommodate special situations not covered by SPEBSQSA, such as overseas AHSOW members.

The Information Manager shall also handle all correspondence relating to membership; provide information extracts and targeted reports upon need or request; and perform other duties incident to his offices and as assigned by the President or the Board.

### **Director of Commerce**

3.08. The Director of Commerce shall proactively maintain and manage inventories and shipping of shirts, folios, recordings, brochures, handouts, and other items; compile and cause to be delivered Room Kits to all AHSOW DECs per schedule or request; pursue income opportunities via sales and creation of AHSOW products and merchandise; cause to be delivered all paid and unpaid orders to members and the public; produce regular and specially requested reports; and perform other duties incident to his offices and as assigned by the President or the Board.

### **Manager of Member Service**

3.09. The Manager of Member Service shall proactively receive, solicit, cultivate, and pursue requests for service on behalf of members and the public; organize membership and renewal drives; produce regular and

specially requested reports; and perform other duties incident to his offices and as assigned by the President or the Board.

### **Bulletin Editor**

3.10. The Bulletin Editor shall produce a regular member newsletter in format(s) and on schedule(s) authorized by the Board; produce regular and specially requested reports; and perform other duties incident to his offices and as assigned by the President or the Board.

### **Education Managers**

3.11. There shall be two Education Managers, designated as Education Manager/East and Education Manager/West. They shall have active responsibility for AHSOW musical and educational programs within their designated Districts, and such other duties as may be assigned by the President, the Executive Vice-President, or the Board.

Responsibilities include direct management of the AHSOW District Educator & Certifier (DEC) program, or of any successor program; the recruitment, training, counseling, and management of all DEC personnel; the leading of regularly scheduled DEC meetings; and receiving submissions and pursuing delinquencies of DEC reports.

<b>ARTICLE 4 — MEMBERS</b>
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### **Class of Members**

4.01. AHSOW will have one class of members.

(a) Membership in AHSOW shall be open to all persons found qualified in accord with these eligibility requirements:

- (i) All members of AHSOW will be male.
- (ii) A member must be a current member of SPEBSQSA or of one of the four-part-singing international organizations officially affiliated with SPEBSQSA.
- (iii) An aspirant for membership in AHSOW must qualify by successfully auditioning in a Barbershop quartet, in the presence of a Board-designated certifier who may participate or listen, to the satisfaction of the certifier and under musical standards currently approved by the Board and clear to the aspirant before his audition for membership.
- (iv) After the certifier has officially stated that the aspirant's audition has proven acceptable for admission to AHSOW, the aspirant must pay the currently established membership fees and dues in order to establish a membership in AHSOW. The aspirant becomes a member of record upon receipt and administrative processing of these fees and dues by the Board-designated membership certifier of AHSOW.

(b) The Board may adopt and amend application procedures and qualifications for membership in AHSOW.

### **Obligations of Members**

4.02. Every member shall be obligated to:

(a) Pay initial and renewal dues in such amount and for such a corresponding period of time as may be fixed by the Board.

(b) Make affirmative selection of the preferred means of receiving communications from AHSOW, whether postal mail or electronic mail. Said election of communication means can be changed by the member by written notice to the designated Membership officer of AHSOW.

(c) Permit his name and address to be published in membership lists for internal AHSOW use.

### **Membership Fees and Dues**

4.03. AHSOW members shall be assessed an annual fee for dues. A member is considered active and in good standing as long as he has paid all required fees and dues and is not suspended as of the date of the determination of good standing.

(a) The Board may set and change the amount of a fee for initiation of membership, if any, and the dues payable to AHSOW by members. Members shall be given notice that a change in dues and/or fees for initiation of membership is being considered, either through publication in an official AHSOW letter or newsletter or through publication in the agendas of two consecutive AHSOW Board of Directors' meetings. At least 60 days shall pass between first publication and any vote.

(b) Annual dues are due and payable with the member's normal SPEBSQSA dues-billing cycle (i.e., the anniversary of the member's induction or reinstatement into SPEBSQSA); AHSOW overseas members in organizations affiliated with SPEBSQSA shall have an annual AHSOW dues-renewal date of December 31.

(i) A dues invoice shall be sent to each member of AHSOW to facilitate renewal of membership. Renewal dues are payable when members are thus apprised.

(ii) Payment is past due on the 30<sup>th</sup> day after the renewal date, and membership shall lapse for nonpayment of dues on the 31<sup>st</sup> day after the renewal date.

(iii) Lapsed membership is automatically renewable within 60 days of lapse on payment of the past-due amount and a late penalty as established by Board resolution.

(iv) Reinstatement more than 90 days past the renewal date shall be at the discretion of the Board, as per Section 4.07 below.

(c) Dues and membership fees are permanently waived for members in good standing of AHSOW who are voted into the AHSOW "Hall of Fame" by the Board. AHSOW "Hall of Fame" members shall comprise such AHSOW members, living or dead, whom the Board grants such status by majority vote of a quorum of the Board at a duly constituted Board meeting when a nomination to bestow "Hall of Fame" status has been duly proposed.

(d) Membership fees and dues are not refundable except in such exceptional instances as may be determined by the Board or a Board-authorized committee.

### **Sanctioning, Suspending, or Expelling Members**

4.04. A member may be suspended or expelled only for such acts or omissions as shall constitute conduct unbecoming a member or conduct detrimental to the best interests of AHSOW in the fulfillment of its objects and purposes, or for willful violation of the Code of Ethics of SPEBSQSA or of any rules, regulations, or statements of policy promulgated by the AHSOW Board.

(a) A demand to suspend or expel a member shall be in writing, shall state clearly the charge against such member, and shall, except when initiated by the Board of Directors acting as a whole, be signed by the complainant.

(b) A member charged with wrongdoing and facing suspension or expulsion shall be informed of the charges in writing, shall be accorded a hearing upon demand therefor, and shall be suspended or expelled only following 30 days' notice to the member facing censure and upon an affirmative vote of at least seven Directors present and voting at a meeting of the Board, notwithstanding that the Board might otherwise be able to perform legal functions with fewer than seven affirmative votes. Suspension or expulsion of an AHSOW member by SPEBSQSA shall be effective to remove that member from AHSOW also.

(c) Any member who has been suspended as provided in (b) above shall lose the privilege of voting on any issues presented to the members, until such suspension expires or has been lifted.

### **Refusing Member Renewal**

4.05. Upon the recommendation of at least three Directors, and after obtaining the affirmative vote of at least seven Directors, the Board may elect to refuse the membership renewal of any member for activities deemed inimical to AHSOW. Before the decision to refuse renewal becomes effective, the member will be notified and be given an opportunity to be heard by the Board.

### **Resignation**

4.06. Any member may resign from AHSOW by submitting a written resignation to a Director. The resignation need not be accepted by AHSOW to be effective. A member's resignation will not relieve him of any obligations to pay any dues, assessments, or other charges that had accrued and were unpaid before the effective date of the resignation.

### **Reinstatement**

4.07. A former member, excluding expelled members, may request reinstatement of membership. The Board or a committee designated by the Board may reinstate membership on any terms deemed reasonable by the Board or committee.

## **ARTICLE 5 — MEETINGS OF MEMBERS**

### **Meetings**

5.01. The Board will conduct all members' meetings.

(a) The Annual Meeting of Members will normally be held on the Saturday of SPEBSQSA International Convention week each year. The Board may designate an alternate time and place for the Annual Members' Meeting upon 60-day written notice to all members.

(b) At the annual meeting, the members will:

- (i) Receive reports on the state of AHSOW and the activities of AHSOW's committees during the previous year;
- (ii) Transact any business that may come before the meeting;
- (iii) Propose new business for the Board's attention by resolution moved, seconded, and approved by a majority of members in attendance.

(c) Special meetings or votes of the members may be called for any reason by the President, the Board, or not fewer than one-tenth of AHSOW's members who are eligible to vote.

(d) Notice of any members' meeting, not including the annual meeting, will be sent to each member entitled to vote at the meeting not less than 10 nor more than 60 days before the date of the meeting, either personally, by facsimile transmission, or by e-mail, or by postal mail to each member entitled to vote at such meeting. Such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of AHSOW, with postage thereon paid; or, if transmitted by e-mail or facsimile, notice is deemed to be delivered upon successful transmission of the notice.

### **Eligibility to Vote**

5.02. A member in good standing is entitled to one vote on any issue presented to the members of AHSOW.

(a) The record date for determining the members entitled to vote on any issue presented to members will be established by the Board. If a record date is not fixed, members who are otherwise eligible to vote on the date when the ballots are distributed to members are entitled to vote on that issue.

(b) Not later than two business days after the date notice is given of a vote, and continuing through the certification of the results, the list of voting members must be available for inspection at AHSOW's principal office by any member entitled to vote for the purpose of communication with other members concerning the vote.

(c) The Board shall make the list of voting members available at AHSOW's principal office, and any voting member or voting member's agent or attorney is entitled to inspect the list at any time prior to the certification of the results.

### **Quorum**

5.03. When attending a physical meeting of members, one percent (1%) of the total number of AHSOW members in good standing physically present at the meeting will constitute a quorum. The members present at a duly called or held meeting at which a quorum is present may continue to transact business, even if enough members leave so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of members required for a quorum. If a quorum is not present at any time during a physical meeting, a majority of the members who are present may adjourn and reconvene the meeting once without further notice.

### **Voting**

5.04. In the absence of a Board resolution establishing a minimum number of votes to determine any question requiring the votes of the membership, no election will be valid with fewer than 10% of the members in good standing casting a ballot on the question. Except as stated above, the Board may establish any criteria applicable to said election.

(a) At least 25 days before the meeting at which results are to be announced, the Corporate Secretary or his designee shall send a ballot to all qualified members at their current address of record, either by e-mail or postal mail.

(i) The Information Manager or his designee shall maintain a list of all members with each member's communication preference indicated, whether e-mail or postal service. All members with an e-mail address on record with SPEBSQSA will be presumed to prefer e-mail as the mode of communication between the member and AHSOW.

(ii) Each member must either change his preferred mode of communication directly with SPEBSQSA or indicate his desire in writing to the Information Manager or his designee, who will make the change for him.

(iii) Each member is responsible for keeping SPEBSQSA or the Information Manager or his designee informed of his correct mailing address and e-mail address.

(b) Members wishing to vote in any election must return their ballot to the Corporate Secretary or his designee at least 4 days prior to the meeting at which the results are to be announced.

(c) The Corporate Secretary or his designee shall count the ballots received before the deadline and shall certify the results of the election on the day of the meeting.

### **Issues Raised in Annual Meetings**

5.05. (a) Issues raised in Annual Meetings which are proposed for Board action by resolution of the members in attendance at the Annual Meeting shall be considered by the Board at its next meeting. A report of the Board's action on the resolution shall be posted on AHSOW's internet website (provided that AHSOW maintains a website) and must be reported to the full membership within 30 days of final action by the Board.

(b) Allowable topics for resolutions propounded at Annual Meetings shall specifically exclude any matter relating to current elections or nominations, matters inconsistent with SPEBSQSA policies and guidelines, or any matter that violates Federal or state law.

(c) Resolutions proposed at Annual Meetings that require a change in AHSOW's Bylaws shall be handled as provided in Section 10.02 below.

## ARTICLE 6 — COMMITTEES

### **Establishment and Scope of Authority of Committees**

6.01. Except for the Nominating Committee, which shall be nominated by the Board of Directors as discussed in Section 2.04(a) above, all necessary committees shall be appointed by the President, with notification to the Board within 7 days of appointment. Establishing a committee or delegating authority to it will not relieve the Board, or any Director, of any responsibility imposed by these Bylaws or imposed by law. Committee members will receive no salaries for their services.

### **Authorization of Specific Committees**

6.02. These committees are authorized: Nominating, Ways & Means, Member Service, Publicity & Promotion, and District Education & Certification. The Board may authorize additional committees by resolution. The Board will define the activities and scope of authority of each committee by resolution.

### ***Ex officio* Membership on Committees**

6.03. The President shall be an *ex officio* member of all committees on which he does not directly serve, except the Nominating Committee.

## ARTICLE 7 — TRANSACTIONS OF CORPORATION

### **Contracts**

7.01. The Board may authorize any officer or agent of AHSOW to enter into a contract or execute and deliver any instrument in the name of, and on behalf of, AHSOW.

### **Deposits**

7.02. All of AHSOW's funds will be deposited to the credit of AHSOW in banks, trust companies, or other depositories that the Board approves.

### **Gifts**

7.03. The Board may accept, on AHSOW's behalf, any contribution, gift, bequest, or devise for the general purposes or for any special purpose of AHSOW, Inc. The Board may make gifts and give charitable contributions not prohibited by these Bylaws, the Articles of Incorporation, state law, and provisions set out in Federal tax law that must be complied with to maintain AHSOW's Federal and state tax status.

### **Potential Conflicts of Interest**

7.04. AHSOW may not make any loan to a Director of AHSOW. A member, Director, or committee member may lend money to, and otherwise transact business with, AHSOW except as otherwise provided by these Bylaws, the Articles of Incorporation, and applicable law. Such a person transacting business with AHSOW has the same rights and obligations relating to those matters as other persons transacting business with AHSOW. AHSOW may not borrow money from, or otherwise transact business with, a member, Director, or committee member of AHSOW without full disclosure of all relevant facts and without the

Board's or the members' approval, not including the vote of any person having a personal interest in the transaction.

## ARTICLE 8 — BOOKS AND RECORDS

### **Required Books and Records**

8.01. AHSOW will keep, at its registered office, correct and complete books and records of account, to include:

- (a) A copy of all documents filed with the Texas Secretary of State relating to AHSOW, including but not limited to the Articles of Incorporation, and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.
- (b) A copy of all bylaws, including these Bylaws, and any amended versions of or amendments to them.
- (c) Minutes of the proceedings of the members, Board, and committees having any of the authority of the Board.
- (d) A list of the names and addresses of the members entitled to vote, Directors, and any committee members of AHSOW.
- (e) A financial statement showing AHSOW's assets, liabilities, and net worth at the end of the three most recent fiscal years.
- (f) A financial statement showing AHSOW's income and expenses for the three most recent fiscal years.
- (g) All rulings, letters, and other documents relating to AHSOW's Federal, state, and local tax status.
- (h) AHSOW's Federal, state, and local tax information or income-tax returns for each of AHSOW's three most recent tax years.

### **Inspection and Copying**

8.02. Any member of AHSOW, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, at any reasonable time, for any proper purpose, the books and records of AHSOW relevant to that purpose, at the expense of the member.

## ARTICLE 9 — FISCAL YEAR

9.01. AHSOW's fiscal year will begin on July 1 and end on June 30 each year. By subsequent resolution, the Board may authorize a calendar year beginning on January 1 and ending on December 31 each year.

## ARTICLE 10 — AMENDING BYLAWS

### **Prior Review and Approval**

10.01. Any proposed revision to these Bylaws must receive the advance review and approval of the SPEBSQSA Laws & Regulations Committee ("L&R"), acting on behalf of the SPEBSQSA Board.

### **Power to Amend Bylaws**

10.02. (a) Amendments to or revisions of these Bylaws may be made by the Board at any regular or specially called meeting at which notice of the meeting included the proposed changes to the Bylaws.

(b) These Bylaws also may be amended by the members of AHSOW. Any request to amend the Bylaws must be presented to the Board in a petition containing the signatures of at least 1% of the members of AHSOW who are in good standing as of the date when the petition is received by the Board. If the proposed amendment as written is approved by L&R, it may then be submitted in that approved form to the membership as follows:

(i) The author of the resolution shall prepare a statement not exceeding 250 words, communicating his position on the proposed amendment.

(ii) The AHSOW Board may prepare a statement not exceeding 250 words, communicating its position on the proposed amendment.

(iii) The proposed amendment's exact language and the two statements shall be submitted to the full membership.

(c) The text of the proposed changes shall be published on AHSOW's internet website (provided that AHSOW maintains a website), and a paper copy shall be sent to any member who requests it. The mailed ballot or notice of an electronic vote sent to the members on the proposed Bylaw amendment or revision shall include the text of the proposed changes and the statement(s) for (and against) the proposed amendment. A reasonable period of not less than 25 days for return of votes shall be established by the Board and made known to the members. No vote on proposed changes to the Bylaws shall be valid unless at least 10% of the membership casts ballots on the question. A simple majority of the valid ballots returned will determine the issue.

(d) In the event that the Bylaws amendment submitted by members under Section 10.02(b) is not approved by L&R, the proposal shall be returned to the original petitioners. It shall be the responsibility of the petitioners, with the assistance of L&R if L&R is willing to provide such assistance, to re-draft the proposal to meet any objections of L&R. Any revised proposal, after receiving the approval of L&R, must then be resubmitted to the Board in a petition containing the signatures of at least 1% of the members of AHSOW who are in good standing as of the date when the petition is received by the Board. The proposal then will be submitted to a vote of the membership as provided in Section 10.02(b).

(e) By majority vote of a quorum present at a meeting called for the purpose, and as provided in Section 10.01 but without prior notification to the membership, the Board may adopt amendments to the Bylaws to correct errors in spelling, grammar, cross-references and punctuation, and to revise language to reflect modern usage and style, if the amendments do not change the meaning of the Bylaws.

## ARTICLE 11 — MISCELLANEOUS PROVISIONS

### **Legal Governance, Construction, and Headings of Bylaws**

11.01. These Bylaws will be construed under Texas law. To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax-exemptions available to nonprofit corporations under the terms of the Texas Non-Profit Corporations Code or any subsequent, successor Codes. If any bylaw provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and the Bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provision. The headings used in the Bylaws are for convenience and may not be considered in construing the Bylaws.

### **Power of Attorney**

11.02. A person may execute any instrument related to AHSOW via a power of attorney if an original executed copy of the power of attorney is given to the Corporate Secretary to file with the corporate records.

**Parties Bound**

11.03. These Bylaws will bind and inure to the benefit of the members, Directors, committee members, and agents of AHSOW and their respective administrators, legal representatives, successors, and assigns except as the Bylaws otherwise provide.

CERTIFICATE OF CORPORATE SECRETARY

I certify that I am the duly elected and acting Corporate Secretary of Ancient Harmonious Society of Woodshedders, Inc. and that these Bylaws constitute AHSOW, Inc.'s Bylaws. These Bylaws were duly adopted at a meeting of the Board of Directors held on

\_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_ (signature)

\_\_\_\_\_ (typed or printed name)

Corporate Secretary of AHSOW, Inc.