

Bylaws of the Gypsy Vanner Horse Society

These Bylaws govern the affairs of the **GYPSY VANNER HORSE SOCIETY**, a Texas non-profit corporation.

Article I - Name

The name of the non-profit corporation shall be **GYPSY VANNER HORSE SOCIETY** and will be referred to herein as the "**Corporation**" and from time to time referenced as the "**Society**" or as the "**GVHS**". The name of the non-profit corporation may from time to time read "**GYPSY VANNER HORSE SOCIETY**".

Article II - Membership

Section 1. Types of Membership

The members of this Society consist of four (5) types:

General Member – this is a member who has ownership in a registered Gypsy Vanner Horse. This is a voting membership. To vote in an election, or in any vote called for by the Board of Directors, a member must be a General (or Lifetime) Member for no less than 90 days prior to the vote date.

Lifetime Member – this is a member who owns a registered Gypsy Vanner Horse and has paid lifetime dues and is not required to pay any additional annual dues for life. This is a voting membership.

Associate Member – this membership is for those who do not own a registered Gypsy Vanner Horse. This is a non-voting membership.

Honorary Member - this is a non-voting membership and can only be given by The Board of Directors.

Youth Member - this is a non-voting membership for youth under age 18.

Section 2, Dues

Annual dues of each class of Membership shall be in such amount as established by the Board of Directors.

- (a) Annual dues will become due and payable on January 1 of the Membership year which runs January 1 through December 31. There is a one month grace period to renew membership (Section 3 (a))
- (c) A new member who pays first time annual dues during the 4th quarter of the year will be considered paid up through Dec 31st of the following membership year.

Section 3. Removal

- (a) Any member delinquent in payment of dues will cease to be a member. Annual dues not paid by January 31st will cease to be a member.
- (b) The Board of Directors by affirmative vote of two-thirds of the Board present and voting, after appropriate notice and hearing, may suspend or expel any Member for cause, including but not limited to the following:
 - (1) Aiding or abetting any unauthorized use of the term GYPSY VANNER HORSE.
 - (2) Any act or conduct which may cause disrespect for or lack of public confidence in the maintenance of the purpose clause set forth herein these Bylaws or the name "**GYPSY VANNER HORSE**"; or
 - (3) Violation of any provision of these Bylaws or any rule, regulation, or order adopted pursuant to these Bylaws.
 - (4) Any act or conduct which may cause disrespect for or lack of public confidence in the organization, Gypsy Vanner Horse Society.
 - (5) GVHS Board of Directors reserves the right to decline a membership.
- (c) Members may be subject to disciplinary action for violation of the Society's Bylaws, Rules, Regulations, or Policies.

- (1) Disciplinary matters may be initiated through the GVHS Grievance Procedure and investigated by the Grievance Committee.
- (2) The Adjudication Committee shall have the authority to review the finding of the Grievance Committee and may determine the appropriate disciplinary action, including but not limited to warnings, probation, suspension or expulsion from membership.
- (3) Any member subject to disciplinary action shall have the right to appeal the decision to the Board of Directors. The Board of Directors shall review the record and may affirm, modify, or overturn the decision.
- (4) The decision of the Board of Directors shall be final.
- (5) Cause for discipline may include, but is not limited to:
 - a. Any violation determined through the grievance and adjudication process

Section 4. Resignation

Any Member may resign by filing written resignation with the President. A resignation does not relieve a member of an obligation to pay dues, assessments, or other charges accrued and unpaid.

Section 5. Transfer of Membership

Membership in this Society is ***not transferable or assignable***.

Section 6. Cessation of Property Interest

All rights, title, and interest, both legal and equitable, of a Member in and to any property of the Society ceases in the event of any of the following: (1) expulsion or termination of Membership; (2) failure to pay dues owed to the Society; (3) resignation; or (4) death.

Section 7. List of Members

Each year, the Society, will maintain a list of its Membership. Members are responsible to notify the Society in writing of any change to their contact information. The membership form information will be provided on the public membership list and/or website. The member must notify the Society if they do not want their information to appear on the public listing. The Society will not sell its membership list or provide it for purposes other than Society purposes.

Section 8. Fees

The Board of Directors may, in addition to any dues, set fees in amounts and purposes the Board determines to be in the best interest of the Society.

Section 9. Regions

The Gypsy Vanner Horse Society will recognize the following regions for purposes of creating regional chapters, sponsoring regional shows and other activities as may be permitted under the blanket control of the Gypsy Vanner Horse Society (updated 11/2023):

Region 1 US States of Mississippi, Alabama, Georgia, Florida, Atlantic US Territories

Region 2 US States of Maryland, Rhode Island, Massachusetts, Connecticut, New York, New Jersey, Vermont, New Hampshire, Maine, Pennsylvania, Delaware, Washington DC

Region 3 USA States of Michigan, Ohio, Indiana, Illinois, West Virginia

Region 4 US States of Minnesota, Iowa, North Dakota, South Dakota, Nebraska, Wisconsin

Region 5 US States of Montana, Wyoming, Idaho, Washington, Oregon, Alaska

Region 6 US States of California, Nevada, Utah, Arizona, Hawaii, Colorado, New Mexico, Pacific US Territories.

Region 7 US States of Kansas, Oklahoma, Texas, Missouri, Arkansas, Louisiana.

Region 8 US States of Kentucky, Tennessee, Virginia, North Carolina, South Carolina

Region 9 Canadian Provinces of British Columbia, Alberta

Region 10 Canadian Provinces of Manitoba, Saskatchewan

Region 11 Canadian Province of Ontario

Region 12 Canadian provinces of Labrador, Newfoundland, Quebec, Prince Edward Island, Nova Scotia, New Brunswick

Region 13 Canadian Territories of the Yukon, Northwest Territories, Nunavut

Region 14 Latin American

Region 15 Oceania

Region 16 Other

Section 10. Members in Good Standing are defined as a member who has paid all dues, has no fees in arrears and is not under any investigation for violation of any Rules and Regulations, or the By-Laws of the Gypsy Vanner Horse Society. All members in good standing have equal rights and responsibilities with respect to the Gypsy Vanner Horse Society and its properties, shall be bound by its Bylaws, Rules and Regulations and by the actions of its Board of Directors. Every member in good standing shall have the right to attend all general membership meetings, have floor privileges and the right to hold committee assignments except where limited in the Bylaws. (added from General Rules document 1/2019).

Section 11. Internal Complaint, Grievance, Hearing, and Review Process.

(a) Purpose.

The Corporation shall maintain an internal complaint, grievance, hearing, and review process for the fair, orderly, and efficient handling of complaints, grievances, disciplinary matters, registry disputes, prefix disputes, records disputes, ethics matters, and other internal disputes arising under these Bylaws, the Certificate of Formation, the Corporation's rules, policies, procedures, registry requirements, and Code of Ethics.

(b) Written Grievance Procedure.

The Board of Directors may adopt and amend from time to time a written GVHS Grievance Procedure, not inconsistent with these Bylaws, governing the handling of informal complaints, formal grievances, notice, response, investigation, investigation, committee review, confidentiality, recommendations, hearing administration, and related procedures. The written GVHS Grievance Procedure, as adopted or amended by the Board of Directors, is hereby incorporated by reference into these Bylaws.

(c) Informal Complaints.

If a Member believes there is an error or issue involving registration, transfer, show points, records, prefix, or other day-to-day administrative business of the Corporation, the matter should first be submitted to the GVHS administrative office for informal review and possible resolution, as provided in the Corporation's written grievance procedure or other applicable written policy.

(d) Formal Grievances and Investigations.

A Member may file a formal grievance in accordance with the GVHS's written grievance procedure. The Board of Directors, directly or through the Rules, Bylaws and Grievance Committee, administrative staff, or other duly authorized people, shall investigate or cause to be investigated alleged violations of these Bylaws, the Corporation's rules, regulations, policies, procedures, ethical requirements, registry requirements, or other matters within the jurisdiction of the Corporation. The Grievance Committee may privately and fairly evaluate grievances and recommend appropriate action to the Adjudication committee, in accordance with the written grievance procedure.

(e) Written Notice of Determination.

After completion of the applicable internal review and investigation, the Society shall provide written notice of the

determination and any action taken to the complainant and, as applicable, to the person or person whose conduct, rights, registration, prefix, records, or status are at issue.

(f) Available Outcomes.

Following investigation and review, the Adjudication committee may determine that no action is necessary, that administrative or corrective action is appropriate, or that disciplinary action is warranted, including suspension, expulsion, limitation of privileges, denial of an application, reversal or correction of an administrative or registry determination, or other action authorized by these Bylaws, the written grievance procedure, or other duly adopted rules and policies of the Corporation.

(g) Right to Request Internal Hearing or Review.

Any Member seeking review of any Board decision, registration decision, records decision, prefix decision, grievance determination, ethics determination, disciplinary decision, or other action subject to internal review shall submit a written request for hearing or review to the Board of Directors within thirty (30) days after notice of the action. If no timely written request is submitted, the action shall become final for purposes of GVHS's internal procedures.

(h) Conduct of Hearing.

The Board of Directors shall determine the date, time, place, and manner of any hearing, which may be conducted in person, by videoconference, by telephone conference, or by other reasonable remote means. The Board may adopt reasonable procedures governing submissions, witness participation, confidentiality, time limits, and orderly presentation.

(i) Finality of Internal Action.

The decision and actions of the Board of Directors after completion of the internal hearing or review process shall be final for purposes of the Corporation's internal procedures.

(j) Condition Precedent to Mediation and Arbitration.

Completion of the GVHS's internal complaint, grievance, hearing, and review process, as set forth in these Bylaws and the applicable written grievance procedure, shall be a condition precedent to mandatory mediation and, if necessary, arbitration under Sections 12 through 15 below.

Section 12. Mandatory Mediation as Condition Precedent to Arbitration.

(a) As a condition precedent to initiating arbitration under these Bylaws, any Member of the GVHS asserting a dispute or claim described in Section 13 below must first submit the dispute to non-binding mediation.

(b) The mediation shall take place in person, or by videoconference if the mediator and parties agree, in Harris County, Texas, or such other location as the GVHS may designate from time to time as its principal place of business.

(c) The parties shall mutually agree on a mediator within thirty (30) days after a written request for mediation. If the parties cannot agree within that time, either party may request that a mediator be appointed by the American Arbitration Association, or such other neutral dispute resolution provider designated by the GVHS, and such appointment shall be binding.

(d) The parties shall share the mediator's fees and mediation administrative costs equally unless they agree otherwise in writing. Each party shall bear its own attorneys' fees and other expenses incurred in connection with the mediation.

(e) Mediation shall be completed within ninety (90) days after a written request for mediation, unless the parties mutually agree in writing to extend this period. If mediation has not resulted in a signed settlement agreement by the end of that period, as extended if applicable, either party may then commence arbitration in accordance with Section 13.

(f) Participation in mediation under this Section does not waive any rights or obligations under the arbitration provisions of these Bylaws, except as expressly provided herein.

Section 13. Mandatory Binding Arbitration of Member Disputes.

(a) As a condition of membership of GVHS, each Member agrees that any and all claims, controversies, or disputes, whether in contract, tort, statute, or otherwise, arising out of or relating to:

(1) the Member's membership in the GVHS;

(2) any registry, recording, transfer, prefix, records, certification, or related services provided by GVHS to the Member;

(3) the interpretation, application, or enforcement of the Corporation's Certificate of Formation, Bylaws, rules, policies, procedures, registry requirements, or Code of Ethics; or

(4) any act or omission of the Corporation or of any of its current or former directors, officers, committee members, employees, or agents acting in their official capacities, shall be resolved exclusively by final and binding arbitration and not by a lawsuit in any court, provided that the parties have first complied with the mandatory internal review and mediation requirements of Sections 11 and 12 above, except as expressly provided in these Bylaws.

(b) Notwithstanding subsection (a), the mediation and arbitration requirement does not apply to a claim by a Member or by the Corporation seeking only emergency injunctive relief to prevent or stop ongoing or imminent serious harm to an animal, provided that such claim does not seek monetary damages or relief on behalf of a class or group of Members.

(c) This agreement to arbitrate is intended to be broadly interpreted and includes, without limitation, claims for monetary, declaratory, or injunctive relief, claims for breach of fiduciary duty, negligence, defamation, or other torts, and derivative or representative claims to the fullest extent permitted by law, subject to the class and representative action limitations stated below.

(d) This Section applies to Members and to the Corporation.

Section 14. Governing Law, Forum, Procedures, Costs, and Limited Court Proceedings.

(a) Governing Law; Enforceability.

The parties agree that this arbitration agreement shall be governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. §§ 1–16, and, to the extent not preempted, the laws of the State of Texas, including Chapters 171 and 173 of the Texas Civil Practice and Remedies Code and applicable provisions of the Texas Business Organizations Code.

(b) Forum and Rules.

Unless the parties mutually agree otherwise in writing, the arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules then in effect, including any applicable supplemental rules, and heard before a single neutral arbitrator selected in accordance with those rules.

(c) Seat of Arbitration.

The seat and legal place of arbitration shall be Harris County, Texas. Hearings may be conducted in person, by videoconference, or by a combination of such means, as determined by the arbitrator after consultation with the parties.

(d) Applicable Law.

The arbitrator shall apply the substantive law of the State of Texas, without regard to conflict-of-laws principles, and applicable federal law, including the Federal Arbitration Act.

(e) Exhaustion of Internal Procedures.

Before commencing arbitration, the Member must first submit a written complaint to GVHS and allow the Corporation's internal complaint, grievance, hearing, and review process, as described in these Bylaws and policies, to be completed. Any dispute not resolved through that internal process must then be submitted to mediation under Section 12 before arbitration may be commenced.

(f) Fair Procedure and Discovery.

The arbitration shall be conducted in a fair and expeditious manner. The arbitrator shall permit reasonable discovery, considering the needs of the parties and the goal of a just, speedy, and inexpensive determination of the proceeding.

(g) Costs and Fees.

Unless otherwise required by applicable arbitration rules or law, the parties shall initially share equally the administrative costs and arbitrator's fees, subject to reallocation in the final award.

(h) Attorneys' Fees and Costs.

The arbitrator may award the prevailing party its reasonable attorneys' fees and costs, including the costs and fees of arbitration, to the fullest extent permitted by applicable law and equity.

(i) Available Relief.

The arbitrator shall have the authority to grant any remedy or relief that a court of competent jurisdiction could grant under applicable law, including declaratory and injunctive relief, subject to the limitations set forth in these Bylaws.

(j) Waiver of Court and Jury Trial.

By agreeing to arbitration, GVHS and each Member knowingly and voluntarily waive any right to a trial by judge or jury in any court on any claim covered by this arbitration agreement.

(k) Permitted Court Proceedings.

Notwithstanding the arbitration provisions of these Bylaws, any party may seek:

- (1) provisional or interim relief in a court of competent jurisdiction in Harris County, Texas, in aid of arbitration, including temporary restraining orders or temporary injunctions;
- (2) emergency injunctive relief in a court of competent jurisdiction in Harris County, Texas, solely to prevent or stop ongoing or imminent serious harm to an animal, where no monetary damages are sought; and
- (3) judicial confirmation, modification, or vacatur of an arbitration award as permitted by the Federal Arbitration Act or applicable Texas law.

(l) Venue for Permitted Court Proceedings.

Any court proceeding permitted under this Section shall be brought exclusively in the state courts located in Harris County, Texas, and the parties irrevocably consent to the jurisdiction and venue of such courts; provided, however, that if federal jurisdiction is mandatory or exclusive for a particular proceeding, the parties consent to the appropriate federal court sitting in Texas.

Section 15. Class Action Waiver; Covered Persons; Severability; Survival.

(a) Individual Proceedings Only.

Arbitration shall proceed solely on an individual basis. Neither GVHS nor any Member shall have the right to participate in a class, collective, or representative arbitration, or to arbitrate any dispute as a class, collective, or representative action, to the fullest extent permitted by law.

(b) No Consolidation Without Consent.

The arbitrator shall have no authority to consolidate claims of different Members or to preside over any form of class, collective, or representative proceeding, except with the express written consent of all affected parties.

(c) Covered Persons.

This arbitration agreement applies to and inures to the benefit of GVHS and its current and former directors, officers, committee members, employees, and agents with respect to claims arising from actions or omissions taken in their official capacities. Any such claim shall be brought, if at all, only in arbitration pursuant to these Bylaws and not in court, except as otherwise expressly provided herein.

(d) Severability.

If any portion of this arbitration agreement is held invalid or unenforceable, the remaining portions shall remain in full force and effect to the maximum extent permitted by law; provided, however, that if the prohibition on class, collective, or representative arbitration is held unenforceable, then only that prohibition shall be severed and the remainder of this arbitration agreement shall continue to apply to the fullest extent permitted by law.

(e) Survival.

This arbitration agreement shall survive termination of a Member's membership, withdrawal of any Member, and any dissolution, merger, or reorganization of the Corporation.

Article III - Purposes of the Society

The Gypsy Vanner Horse Society is a mission based breed society established in 1996 by Cindy and Dennis Thompson. The visions of the Society's mission are critical to achieving its goals. The Society's goals are to bring honor, recognition, and a better understanding to one of the world's most colorful and least understood Societies. The goal is to respect the spoken words of Gypsies who have dedicated lifetimes in the pursuit of breeding the perfect Vanner/caravan horse. The Society is committed to remain quality based, culturally sensitive and socially responsible. The Thompson's wrote the Gypsy Vanner Horse Society's mission statement on the long journey to understand selectively bred horses raised by Gypsies. Visions to achieve this society's mission were also conceived by the Thompson's on that same journey.

The purpose for which the Society is organized is to promote social welfare through the benevolent, agricultural, fraternal and educational oversight and development of significant matters that may impact the maintenance, preservation, promotion, and integrity of the breeding, importation, registration and certification marks of the **GYPSY VANNER HORSE** breed. Moreover, the Society's purpose shall include the education of the public about the **GYPSY VANNER HORSE** breed and the preservation through strict registration of the **GYPSY VANNER HORSE** breed. The Society may, from time to time, engage in activities that seek to affect the establishment or changes that are in furtherance of the afore mentioned purposes. Further, for registration purposes, this Society will not allow crossbreeding in any form and shall have the purpose of protecting the purity, perfection, and wholesomeness of the **GYPSY VANNER HORSE** breed.

Neither any donation made to the Society nor any fund or property arising therefrom, in whatever form it may take, shall be diverted from the purposes herein set out. The Society will exercise all the powers and duties set forth in these Bylaws and will have and exercise any, and all powers, rights and privileges, which a corporation organized under the Texas Nonprofit Corporation Act, may now or hereafter have or exercise. The Society is organized pursuant to the **Texas Nonprofit Corporation Act** and is organized for nonprofit purposes only.

Article IV - Board of Directors

1. **General Powers.** The business and affairs of the Corporation shall be managed by its Board of Directors. The first Board of Directors, which is referred to as the Foundation Board of Directors, shall consist of the Founding Board Members, and two (2) additional directors. The terms of the Foundation Board of Directors will be staggered to insure experienced leadership during the Foundation phase of the organization which is determined to be five years.

The Bylaws and "Rules and Regulations" affecting registration of Gypsy Vanner Horses shall be subject to change by the Board of Directors. The Board of Directors shall have the power and authority to make, amend, repeal and enforce such "Rules and Regulations" not contrary to law or the Articles of Incorporation or these Bylaws as they may deem expedient concerning the conduct, management and activities of Gypsy Vanner Horse Society, the admission, classification, qualification, suspension and expulsion of members, removal of officers, the rules of regulations governing the procedure of such suspension, expulsion and removal, the fixing and collecting of dues and fees, regulations regarding maintaining the stud book, registration, expenditures of money, auditing of books and records, awarding of championships, conducting of shows, contests, exhibitions, races, sales and social functions and other details relating to the general purposes of Gypsy Vanner Horse Society, all, subject to revision or amendment.

(a.) Amendment of Rules and By-laws-Any Member can propose in writing changes in By-laws and Rules and Regulations as follows:

At Regular Meetings: The Rules and Bylaws may be amended at the annual meeting of the Society provided that:

- 1) A recommendation for Rule or Bylaw change has been originated and postmarked no later than September 30 of the previous year. (For example: To be considered at the annual meeting in 2009, a recommendation must be submitted prior to September 30, 2008).
- 2) The Rule or Bylaw change has been reviewed by the Rules and Bylaws Committee and forwarded to the Board of Directors for approval to submit at the annual meeting.
- 3) Notice of intention to amend the Rules and Bylaws shall first be published on the official Society website or mailed to the membership at least 30 days prior to the convening of the annual meeting at which the amendment shall occur; and
- 4) Such notice shall contain the content of each proposed amendment and state its purpose and intent; and
- 5) Any amendment submitted to the membership for vote requires 51% of eligible voting members to cast votes, in order to take any action on the issue.
- 6) A two-thirds (2/3) majority of Society voting members of those present in person or by representation shall vote in favor of such amendment.

At Special Meetings: Special meetings to consider Rules and Bylaws amendments may be called by:

- 1) Written petition signed by a majority of the Board of Directors; or
- 2) Written petition signed by current voting members in good standing constituting at least thirty percent (30%) of the total voting membership;
- 3) Any amendment submitted to the membership for vote at a special meeting requires 51% of eligible voting members to cast votes, in order to take any action on the issue.
- 4) A two-thirds (2/3) majority of Society voting members of those present in person or by representation shall vote in favor of such amendment.

Vote by Mail (does not apply to elections): The Rules and Bylaws may be amended with a vote by mail, or electronic means, provided that:

- 1) Any amendment submitted to the membership for vote by mail or electronic means requires 51% of eligible voting members to cast votes, in order to take any action on the issue.
- 2) A two-thirds (2/3) majority of Society voting members of those casting votes by mail or electronic means shall vote in favor of such amendment.

The Board of Directors may act without convening and meeting by written resolutions signed by all Members thereof and duly entered into the Society records, at all meetings of the Board, a majority in attendance shall constitute a quorum.

2. **Regular Meetings.** A regular meeting of the Board of Directors shall be held annually. The Board of Directors may provide, by resolution, the time and place, for the holding of additional regular meetings without other notice than such resolution requires.

3. **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President, or a majority of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place as the place for holding any special meeting of the Board of Directors called by them. Special meetings can be held in person, or via teleconference.

4. **Notice.** Notice of any special meeting of the Board of Directors shall be given at least twenty- one (21) days previously thereto by a written notice delivered personally or mailed to each Director at his business address, or by fax, or telephone. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by fax, such notice shall be deemed to be delivered when the fax transmission is sent and confirmed. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

5. **Quorum.** A majority of the number of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting a majority of the Directors present may conduct the meeting without further notice.

6. **Manner of Acting.** The act of the majority, of the Directors present at a meeting, shall be the act of the Board of Directors.

7. **Vacancies.** Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of, a majority of, the remaining Directors or put up for election. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. The Board of Directors can choose to increase and decrease the number of Directors as long as the number is never less than three (3) and as long as it does not affect a term already held by an active Director. If a vacancy is created by an increase in number of Directors, that vacancy will be filled by majority vote of all members qualified to vote.

8. **Compensation.** No Director shall receive compensation for attending and participating in each regular or special meeting of the Board of Directors. Any compensation shall be determined by a majority of the Directors then serving. Each Director shall be reimbursed for his actual expenses incurred in the performance of his duties only if approved by the Executive Officers.

9. **Presumption of Assent.** A Director of the Corporation who is present at a meeting of the Board of Directors in which action on any Corporation matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

10. **Interest of Directors in Contracts.** Any contract or other transaction between the Corporation and one (1) or more of its Directors, or between the Corporation and any firm of which one or more of its Directors are members or employees, or in which they are interested, or between the Corporation and any corporation, company or association of which one or more of its directors are members, directors, officers, or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting of the Board of Directors of the Corporation, which acts upon, or in reference to, such contract or transaction, and notwithstanding his or their participation in

such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve, and ratify such contract or transaction by a vote of a majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted in calculating the majority of such quorum necessary to carry such vote. This section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

11. **Action by Directors without Meeting.** Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members of the Board of Directors, as the case may be. Members of the Board of Directors, or members of any committee designated by such Board, may participate and hold a meeting of the Board of Directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting pursuant to a conference call or similar communications equipment shall constitute presence in person at such meeting.

12. **Reliance on Reports, Etc.** A Director in the discharge of duty imposed or power conferred on such Director, may rely in good faith and with ordinary care on information, opinions, reports, or statements concerning the Corporation or another person, that were prepared or presented by officers or employees of the Corporation, legal counsel, public accountants, or a committee of the Board of Directors of which the Director is not a member.

13. **Appointments.** The Board of Directors has the authority to appoint or hire a Registrar for the Society to record and issue registration certificates, and has authority to appoint or hire an Executive Director of the Society to manage the day to day activities as directed by the President. In addition, the Board of Directors can also terminate the appointment or hiring of these positions. These appointments can also be held by board members.

14. **Removal** A Director can be removed for reasons as established in Article II, Section 3, in addition a Director can be removed for not attending at least 50% of all Board of Directors meetings within a given year. This removal is subject to a majority vote of the remaining Board of Directors.

15. **Director – Ex Officio.** The category of Director referred to as Ex Officio is created pursuant to law with a beginning term date of January 1, 2008 and no expiration date. An Ex Officio Director will be elected by a majority vote of the Board of Directors. The Ex Officio Director will have a vote equal to that of a regular Director on the Board of Directors. Article II, section 3 (removal) shall apply to the Ex Officio director in the same manner as for the other directors, as provided in Article IV, section 15. (res. 11/07)

Article V – Executive Officers

1. **Number.** The Officers of the Corporation shall be a President, one (1) one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer, and such other officers and assistant officers as may be deemed necessary, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary cannot be held by the same person. A committee duly designated may perform the functions of any officer and the functions of any two or more Officers may be performed by a single committee, including the functions of both President and Secretary.

2. **Election and Term of Office.** The Executive Officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors, for a term of one (1) year. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

3. **Removal.** Any Officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Corporation would be served thereby, but such removal shall be without the prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer shall not of itself create contract rights.

4. **Vacancies.** A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term.

5. **The President.** The President shall be the chief executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all business and affairs of the Corporation. He or she may agree upon and execute any deeds, mortgages, bonds, contracts, and other obligations in the name of the Corporation or

assign these powers. In general, he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

6. **The Vice President(s).** In the absence of the President or in the event of his or her death, inability, or refusal to act, the Vice President (or in the event there be more than one (1) Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. In addition, the Vice President shall perform such duties as from time to time may be assigned to him or her by the President, or by the Board of Directors.

7. **The Secretary.** The Secretary shall: (a) keep the minutes of the Board of Directors' meetings in one (1) or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation, if any, and see that any seal of the Corporation is affixed to any documents, the execution of which, on behalf of the Corporation, under such a seal, if any, is duly authorized; (d) shall have charge of the Corporation books; and (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

8. **The Treasurer.** If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors may determine. He or she shall: (a) have charge and custody of and be responsible for all funds of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies, or other depositories in the manner prescribed by the Board of Directors; and (b) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

9. **Compensation.** No officer shall receive compensation for any service he may render to the Corporation except to the extent otherwise determined by the Board of Directors. However, any officer may be reimbursed for his actual expenses incurred in the performance of his duties.

10. **Reliance on Reports, Etc.** An officer, in the discharge of duty imposed or power conferred on such officer, may rely in good faith and with ordinary care on information, opinions, reports, or statements concerning the Corporation or another person that were prepared or presented by other officers or employees of the Corporation, legal counsel, or public accountants.

Article VI - Committees

1. **Committees of Directors.** The Board of Directors, by resolution adopted by a majority of, the directors in office, may designate and appoint one or more Committees, each of which shall consist of two (2) or more persons. However, no such Committee shall have the authority of the Board of Directors in reference to amending, altering, or repealing the Bylaws; election, appointing, or removing any member of any such Committee or any Director of the Corporation; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Corporation; or amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or repealed by such committee. The designation and appointment of any such Committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed on it or him by law.

2. **Other Committees.** Other Committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at the meeting at which a quorum is present. Except as otherwise provided in such resolution, the President of the Corporation shall appoint the members of each such Committee. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal. Members of such Committee or Committees may, but need not be, Directors.

3. **Term of Office.** Each member of a Committee shall continue as such until the next Annual Meeting of the members of the Board of Directors and until his successor is appointed, unless the Committee shall be sooner terminated, or unless such member be removed from such Committee, or unless such member shall cease to qualify as a member thereof.

4. **The Committee Chairman.** One member of each Committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof.

5. **Vacancies.** Vacancies in the membership of any Committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

6. **Quorum.** Unless otherwise provided in the resolution of the Board of Directors designating a Committee, a majority of the whole Committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Committee.

7. **Rules.** Each committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

Article VII Elections

There will be elections held to elect members to serve as Directors on The Board of Directors. For a member to be elected to a Director position they must be a member in good standing, and must be a General (or Lifetime) Member for at least 90 days prior to the designated election date.

1. **Term** A Director position will commence January 1 and expire December 31st three (3) years later.

2. **Term Limits** There are no term limits.

3. **Process of Director Elections.** Election of the Regular Directors on the Board will be by written ballot via postal mail service, or by electronic means, supervised and counted by a third- party service (CPA or Notary). Ballots will be sent to all members entitled to vote based on membership type and date (Article II, 1.) The ballots will be sent no later than 42 days before the expiring term(s). The return deadline will be stated on the ballot. (res 11/07)

Article VII - Contracts, Checks, Drafts, Bank Accounts, Etc.

1. **Contracts.** The Board of Directors, except as otherwise provided by these By-Laws, may authorize any officer or officers, agent or agents, in the name of and on behalf of the Corporation, to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; and, unless so authorized by the Board of Directors or expressly authorized by these By-Laws, no officer or agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniary for any purpose or for any amount.

2. **Loans.** No loan shall be contracted on behalf of the Corporation, and no negotiable papers shall be issued in its name unless authorized by a vote of the Board of Directors.

3. **Checks, Drafts, Etc..** All checks, drafts and other orders for the payment of money out of the funds of the Corporation, and all notes or other evidence of indebtedness of the Corporation shall be signed by the President on behalf of the Corporation or by such other Directors or officers in such manner as shall from time to time be determined by resolution of the Board of Directors.

4. **Deposits.** All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks or other depositories as the Board of Directors may select and for the purpose of such deposit the President, a Vice President, the Treasurer, the Secretary or any other officer or agent or employee of the Corporation to whom such power may be delegated by the Board of Directors, may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Corporation.

Article VIII - Self-Dealing; Indemnification

1. **Transactions with Directors and Officers.** All contracts, transactions and acts entered into by the Directors or Officers on behalf of the Corporation shall be at arm's length and not violative of the limitations provided in the Articles of Incorporation or these By-Laws against the Corporation's use or application of its funds for private benefit; provided further that no contract or transaction shall be entered into on behalf of the Corporation if such contract or transaction is a prohibited transaction or would result in the denial of the tax exemption of the Corporation under any section of the Internal Revenue Code of the United States and its Regulations as they now exist or as they may hereafter be amended, or if such contract or transaction is at prices or rates which are not competitive with or more favorable to the Corporation than prices or rates otherwise prevailing on the market for similar or comparable goods, services or arrangements. In no event, however, shall any

person or other entity dealing with the Directors or officers be obligated to inquire into the authority of the Directors and officers to enter into and consummate any contract, transaction, or other action.

2. **Indemnity of Directors and Officers.**

(a) **Generally.** Except as provided in Subsection (f) of this Section 2, the Corporation shall indemnify every officer, member of the Board of Directors and committee member (each, an “**Indemnified Party**”) to the fullest extent permitted under Texas law, as the same currently exists or may hereafter be changed (but, in the case of any change, only to the extent that such a change permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against any and all liabilities and expenses, judgments, penalties (including excise and similar taxes and punitive damages), fine settlements and reasonable expenses (including without limitation attorney fees) actually incurred by such Indemnified Party in connection with any civil, criminal, administrative, arbitrative or investigative action, claim, demand, suit, or other proceeding (each a “**Proceeding**”) to which he or she was or is made a party or is threatened to be made a party to or is involved pending or completed Proceeding, or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding by reason of being or having been an officer, Director, or committee member. This indemnification shall also apply to any liability and expenses incurred with the settlement of any Proceeding, if such settlement is approved in advance by the then Board of Directors. The Corporation may also indemnify and forever hold each Indemnified Party free and harmless against any and all personal liability to others on account of any contract or commitment made by them, in good faith, on behalf of the Corporation. Additionally, the Corporation expressly acknowledges that the indemnification conferred under this Section may include the indemnification of an Indemnified Party arising out of or related to the negligence or strict liability of the Indemnified Party.

(b) **Continuation.** Indemnification under this Section 2 shall continue as to each Indemnified Party who has ceased to serve in the capacity, which initially entitled such Indemnified Party to the indemnity hereunder. The rights granted pursuant to this Section 2 shall be deemed contract rights, and no amendment, modification or repeal of this Section 2 shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal.

(c) **Advance Payment.** The right to indemnification conferred in this Section 2 shall include the right to be paid or reimbursed by the Corporation the reasonable expenses incurred by an Indemnified Party who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Indemnified Party’s ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any Indemnified Party in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Indemnified Party of his or her good faith belief that he has met the standard of conduct necessary for indemnification under this Section 2 and a written undertaking, by or on behalf of the Indemnified Party, to repay all amounts so advanced if it shall ultimately be determined that the Indemnified Party is not entitled to be indemnified under this Section 2 or otherwise.

(d) **Appearance as a Witness.** Notwithstanding any other provision of this Section 2, the Corporation will pay or reimburse expenses incurred by an Indemnified Party, in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

(e) **Nonexclusivity of Rights.** The right to indemnification and the advancement and payment of expenses conferred in this Section 2 shall not be exclusive of any other right which an Indemnified Party may have or hereafter acquire under any law.

(f) **Limitation on Indemnification.** No indemnification shall be provided under this Section 2 to any Indemnified Party with respect to any Proceeding in which an Indemnified Party shall be determined

(1) not to have acted in good faith;

(2) not to have reasonably believed;

(A) in the case of conduct in his official capacity as a Director of the Corporation, that his conduct was in the Corporation’s best interests; and

(B) in all other cases, that his conduct was at least not opposed to the Corporation’s best interests; and

(3) in the case of any criminal proceeding, had not reasonable cause to believe his conduct was unlawful.

Article IX - Miscellaneous Provisions

1. **Principal Office.** The Corporation's principal office will be located at P.O. Box 2008, Cridersville, Ohio 45806. (09/2023) The corporation may have such other offices, as the Board of Directors may determine. The Board of Directors may change the location of any office of the Corporation.
2. **Registered Office and Registered Agent.** Until the Board of Directors otherwise determines, the registered office and registered agent of the Corporation required by the Texas Nonprofit Corporation Act to be maintained in the State of Texas, shall be the registered office and registered agent as stated in the Articles of Incorporation, but such registered office may be changed from time to time by the Board of Directors in the manner provided by law and need not be identical to the principal place of business of the Corporation.
3. **Notice and Waiver of Notice.** Whenever any notice whatever is required to be given under the provisions of these Bylaws, said notice shall be deemed to be sufficient if given by mail or fax, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.
4. **Financial Records and Annual Reports.** The Corporation shall maintain true and accurate current financial records with full and correct entries made with respect to all financial transactions of the Corporation, including all income and expenditures, in accordance with generally accepted accounting practices. The books, records and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any director.
5. **Procedure.** Meetings of the Board of Directors shall be conducted in an orderly procedure as shall be determined by the presiding officer at such meetings. The presiding officer shall make all rulings and decisions on any motion or question to come before such meetings and his ruling shall be final and decisive. Roberts Rules of Order shall prevail at all meetings.
6. **Fiscal Year.** The fiscal year of the Corporation shall be determined by the Board of Directors.
7. **Seal.** The Board of Directors may authorize a corporate seal.
8. **Relation to Articles of Incorporation.** These Bylaws are subject to, and governed by, the Articles of Incorporation of the Corporation.

Article X - Amendments

These Bylaws may be altered, amended, or repealed, or new Bylaws may be adopted, by the Directors at any time.