# Draft Bylaws of the

# KILAUEA NEIGHBORHOOD ASSOCIATION

## A Non-profit 501(c)(4) Corporation

### Working Copy

### August 29, 2013

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**ARTICLE I**

**PURPOSE**

The Corporation (hereinafter, KNA) shall be organized exclusively for the following purposes, as stated in the Articles of Incorporation:

1. To provide the residents of Kilauea with a forum whereby they will be inspired with a sense of American citizenship and civic consciousness and responsibility
2. To promote, publicize and actively participate in the civic, educational and social activities of the community
3. To secure, and distribute information relating to, the general welfare of the community and to aid in the enactment of just and beneficial laws
4. To promote the interest of its members in the welfare of our community
5. To encourage cordial and friendly relations between our membership and all other organizations
6. To promote and assist in such activities to conform with the purposes set forth

**ARTICLE II**

**MEMBERSHIP**

Any person eighteen (18) years of age or over, living or owning property, and any sole proprietor, partnership, limited liability company, or corporation doing business or owning property in the Kilauea District, County of Kauai, State of Hawaii, interested in the welfare of the community may become a Member. The Kilauea District consists of the entire land area situated between the Moloaa and Anini Rivers.

Any person owning property or living in the Kilauea District is automatically a Member. Furthermore, any sole proprietor, managing partner of a partnership, member-manager of a limited liability company, or President of a corporation doing business or owning property in the Kilauea District is automatically a Member. New Members shall be eligible to vote at the next KNA Meeting following the satisfaction of one of these criteria, namely, residency, property ownership or business ownership in the Kilauea District.

**ARTICLE III**

**MEETINGS**

**Section 1. Regular Meetings**

1. KNA shall hold Regular Meetings at a time and place decided on by the Board of Directors at their Organizational Meeting. Historically, the meetings have been held on the first Tuesday of each month and open to the public.
2. Regular Meetings of KNA shall be called by the President upon at least seven (7) days notice of time and place to the General Membership. Such notice may take the form of hanging the “KNA Meeting” banner at the town entrance, and/or posting the meeting agenda at the community kiosk in the courtyard behind Kong Lung Store and/or to the KNA website.
3. Order of Business

The following shall be the order of business at all Regular Meetings of KNA:

1. Call to Order
2. Approval of Minutes
3. Treasurer's Report
4. Committee Reports
5. Old Business
6. New Business
7. Other Business
8. Announcements
9. Adjournment

**Section 2. Special Meetings**

Special Meetings of KNA may be called at the request of the President or ten (10) Members, either upon at least five (5) days notice of time and place to the General Membership.

**Section 3. Annual Meeting and Election of Directors**

The "Annual Meeting" shall be held at the scheduled December meeting, at which time the Nominating Committee shall present the new slate of Directors to be voted on by the General Membership. See Article VII, Elections.

**Section 4. Organizational Meeting**

The newly elected Directors shall elect their Officers at an organizational meeting to be held prior to the January regular meeting, which shall be closed to the General Membership. The meeting agenda for this organizational meeting shall include, but not be limited to, the election of Officers for the year, the scheduling of Regular Meetings for the year, and the organization of committees for the year (including decisions on whether or not each committee shall be operative for the year).

**Section 5. Quorum**

At any meeting of KNA, fifty percent (50%) of the sitting Directorsshall constitute a quorum

**Section 6. Voting**

At any Annual Meeting of KNA, each active Member in good standing shall be entitled to one (1) vote in the election of Directors. The annual meeting will be held each December, whenever possible*.*

The President may call for a straw vote from the General Membership at any meeting, but the Board will not be bound by such vote. Any such straw vote by the General Membership shall be by a show of hands. However, any Member may demand that such vote be by ballot.

Any vote by the Board of Directors shall be by voice vote, unless the presiding officer shall direct a vote by show of hands. In no case shall any vote by the Board of Directors be taken by secret ballot.

**Section 7. Meeting Participation**

All meetings of KNA shall be open to the public. The privilege of the floor shall be open to Members only, except by permission of the President, or if absent, the presiding officer.

**ARTICLE IV**

**ELECTIONS**

**Section 1. Election of Directors**

Election of Directors shall be held at the Annual Meeting in December. Voting shall take place from 7:30 to 8:30, at which time the ballots will be handed out and then collected. The ballots will then be counted and the results announced as soon as practicable, but before the end of the meeting.

**Section 2. Nominating Committee**

The President shall appoint a Nominating Committee of no less than three members prior to the October regular membership meeting. No Director up for re-election may serve on the Committee.

**Section 3. Qualifications**

The Nominating Committee shall select nominees who shall be Members of KNA. A list of nominees shall be presented to the membership at the November and Annual Meetings. Any Member in good standing may make further nominations from the floor at the Annual Meeting.

**Section 4. Acceptance of Nomination**

All candidates must agree to allowing their respective name(s) to be placed in nomination by the Nominating Committee or from the floor before their names may be submitted as candidates for election

**Section 5. Term of Office**

The term of office of the Directors elected at large shall be for two (2) years, serving staggered terms in which seven (7) Directors are elected each year. The Seniors representative and the Kilauea School representative shall be introduced annually in the form of a letter from each of their respective organizations.

Those candidates whose vote totals place them in the top seven (7) shall hold office for two (2) years. Seats left vacant by any Directors elected in the prior election shall be awarded to those candidates whose vote totals place them below seventh place, in the order of their vote totals, and they will serve the remaining one year of those terms until the next election.

Accordingly, after each election, the terms of seven of the Directors elected at-large will end in even-numbered years, and the terms of the other seven Directors elected at-large will end in odd-numbered years.Directors shall take office at the January meeting.

**ARTICLE V**

**BOARD OF DIRECTORS**

**Section 1. Number**

The Board of Directors shall consist of no more than sixteen (16) members, which shall consist of a Kilauea Seniors representative, a Kilauea School representative, and fourteen (14) Directors elected at-large. The Kilauea Seniors representative and the Kilauea School representative shall be introduced in the form of a letter from each of their respective organizations.

**Section 2. Term of Office**

The Board of Directors shall serve according to terms specified in Article IV, Section 5

**Section 3. Duties**

The government of KNA shall be vested in the Board of Directors who shall have control and management of the property, finances and activities of the Association

**Section 4. Powers**

The Board of Directors shall manage the property and business of the Corporation and shall have and may exercise all of the powers of the Corporation except such as are reserved to or may be conferred from time to time by law or by the Charter of Incorporation and any Amendments thereto or by these By‑Laws

**Section 5. Support, Joint Sponsorship or Participation**

1. Requests for KNA’s official support, joint sponsorship, or participation shall be submitted to the President by an authorized representative of the requesting party
2. The requesting party shall make a formal presentation of their request at a Regular Meeting of KNA Board of Directors, giving their reasons as to why the Board of Directors should support their application
3. If the requested support involves any land use application currently before a governmental body, the formal presentation should take place prior to any public hearing on that application
4. Other than hearing the request and the formal presentation of facts at a Regular Meeting, no action will be permitted by the Board on the request and presentation until the next (following) Regular Meeting of the Board
5. If the public hearing on an application is scheduled to take place prior to the next (following) Regular Meeting of the Board, action will be permitted by the Board on the request and presentation
6. The correspondence procedure regarding any land use application shall consist of the following steps:
7. The President shall request a motion to draft a correspondence to the appropriate governmental body stating the position of the Board of Directors
8. The President shall direct someone to draft that correspondence
9. The President shall review and edit that correspondence
10. If there is enough time prior to the public hearing on the application, the President shall prepare a draft of the correspondence and forward it to all of the Directors for their review. After receiving their comments, he shall prepare and submit the final draft to the appropriate governmental body, with copies to all of the Directors, who shall vote on whether or not to ratify the correspondence at the next Regular Meeting.
11. If there is not enough time prior to the public hearing on the application, the President shall prepare and submit the final draft of that correspondence to the appropriate governmental body, with copies to all of the Directors, who shall vote on whether or not to ratify the correspondence at the next Regular Meeting
12. If they vote not to ratify, the President shall request a motion at the next Regular Meeting to draft a new correspondence to the governmental body describing any changes from the position stated in the prior correspondence by the Board of Directors
13. The entire process shall then repeat itself until the Board of Directors ratifies the correspondence
14. Once the correspondence is ratified by the Board of Directors, the President shall see that it is posted to the KNA website

**Section 6. Conflicts of Interest**

1. A conflict of interest arises when a Director’s vote confers, or would reasonable be expected to confer, a benefit on that Director over and above that which the vote confers, or would reasonable be expected to confer, on other Directors or Members
2. A Director shall not vote at any Board meeting or participate in any discussion on any issue in which the Director has a conflict of interest
3. A Director who has a conflict of interest on any issue before the Board shall disclose the nature of the conflict of interest prior to any vote on that issue at the Board meeting, and the minutes of the meeting shall record the fact that a disclosure was made
4. Any Directors disclosing such a conflict of interest on an issue to be voted on at a meeting of the Board of Directors shall not be counted in determining the presence of a quorum at such meeting, and shall be excused from the meeting at the time a vote is to be taken on such issue
5. A conflict of interest may include, but is not limited to, the following:
6. The Board votes on whether or not to spend KNA funds on a project which would benefit (an) individual Director(s) more than the other Directors or Members
7. The Board votes on whether or not to enter into a contract with an entity in which (an) individual Director(s) has (have) a direct or indirect financial interest
8. The Board votes on whether or not to support a land use application, the approval of which would benefit (an) individual Director(s) more than the other Directors or Members
9. The Board votes on whether or not to support a land use application by an entity in which (an) individual Director(s) has (have) a direct or indirect financial interest

**Section 7. Vacancy**

Any vacancy in the Board of Directors shall be filled by appointment of the Board at the next Regular meeting. Such appointees shall serve until the end of the current year. If such vacancy involves a Director whose term does not expire at the end of the current year, a replacement Director shall be elected by the General Membership at the next Annual Meeting to complete the term of the vacancy.

**Section 8. Resignation**

Any Director may resign at any time by giving written notice to the President. Any such resignation shall take effect at the date of the receipt of such notice.

**Section 9. Removal**

Any Director failing to attend three (3) consecutive meetings without tendering prior notice to the President (including the reason for his or her absence) may be dismissed from the Board of Directors by the affirmative vote of two‑thirds (2/3) of the Directors present at any Regular or Special meeting

**ARTICLE VI**

**OFFICERS**

**Section 1. Number**

The five (5) Officers of KNA shall be a President, Vice-President, Secretary, Treasurer and Sergeant-at-Arms. Any two offices, except those of President and Vice-President, may be held by the same person.

**Section 2. Term of Office**

The elected Officers shall serve for a term of one year and shall be elected by the Board of Directors and assume office at the January meeting

**Section 3. President**

The President shall:

1. Direct and supervise the affairs of KNA
2. Be an ex‑officio member of all committees
3. Appoint the chairperson of all committees, subject to Board ratification
4. The President or, in the absence of the President, the Vice President, shall preside at all meetings of Members and of the Board of Directors. If neither the President nor Vice President can preside at the meeting, the President shall appoint another Director in his or her place. If the President neglects to appoint another Director in his or her place, the Sergeant-at- Arms shall preside at the meeting.
5. The presiding officer shall protect his impartial position by exercising his right to vote only when his vote would affect the outcome, in which case he can either vote and thereby change the result, or he can abstain. If he abstains, he simply announces the result with no mention of his own vote. His vote would affect the outcome only if it would either break or cause a tie, or where a two-thirds majority is required, if it would either cause or block the attainment of the necessary two-thirds majority*.@*
6. The President or, in the absence of the President, the Vice President, shall be the sole spokesperson and representative of KNA in all its public activities unless otherwise designated, and shall be the only person authorized to sign any letter from KNA
7. The outgoing President shall notify the Kauai Planning Department of the incoming President’s name and address information as soon as he is elected

**Section 4. Vice President**

The Vice-President shall:

1. Assist the President in carrying out his or her duties
2. In the absence of the President, the Vice Presidentshall assume all duties pertaining to the office of the President for up to three months, but shall not exceed the powers of the President
3. Assist in communication and letter writing on behalf of the Board
4. Perform such other duties as the President may require

**Section 5. Secretary**

The Secretary shall:

1. Prepare and maintain minutes which record all activities, functions, decisions and formal actions taken by the Board of Directors and the Membership at all KNA meetings
2. Make sure that all minutes are posted to the KNA website in a timely manner as soon as they are approved by the Board of Directors
3. Except for records kept by committees, oversee all outgoing correspondence from KNA, including obtaining the President's signature for final drafts on KNA stationary
4. Give notice of all meetings to the Members and Board when and as herein provided
5. Perform such other duties such as may be determined by the Board of Directors
6. In the absence of the President, Vice-President, Treasurer and Sergeant-at-Arms from any meeting, the Secretary shall be the presiding officer
7. Create and maintain files to accommodate copies of the minutes prepared by KNA's various committees
8. Should he or she need assistance In performing all the tasks detailed above, the Secretary may be assisted by the Vice-President, or by a person designated by the Secretary with the approval of the President
9. Provide a copy of the current bylaws to the incoming Secretary at the time he or she leaves office

**Section 6. Treasurer**

The Treasurer shall:

1. Have general supervision over all funds and collections of all accounts
2. Keep a full and accurate account of receipts and disbursements in books belonging to KNA
3. Render to the General Membership an account of the financial condition of the organization at each Regular Meeting
4. Prepare and pay any taxes that may become due to, and maintain KNA's 501(c)(4) non-profit status with, the Hawaii and Federal taxing authorities, and file any required governmental Registrations
5. In the absence of the President, Vice-President and Sergeant-at-Arms from any meeting, the Treasurer shall be the presiding officer
6. Perform such other duties as may be determined by the Board of Directors

**Section 7. Sergeant-at-Arms**

The Sergeant-at-Arms shall:

1. Maintain order at all meetings
2. In the absence of the President and Vice-President from any meeting, the Sergeant-at-Arms shall be the presiding officer
3. Assist in the elections process. See Section IV-2.
4. Perform such other duties as may be determined by the Board of Directors

**Section 8. Letterhead**

All letters from KNA shall be signed by the President and printed on the current, official KNA letterhead. Only the President and the Secretary shall be authorized to use, or direct the use of, KNA letterhead*.*

**Section 9. Vacancy**

Should a vacancy occur in any office, it shall be filled by appointment of the Board of Directors. Such appointees shall serve for the remainder of their respective unexpired term.

**Section 10. Resignation**

Any Officer may resign at any time by giving written notice to the President. Any such resignation shall take effect at the date of the receipt of such notice.

**Section 11. Removal**

Any Officer failing to attend three (3) consecutive meetings without tendering prior notice to the President (including the reason for his or her absence) may be removed as an Officer, only, by the affirmative vote a simple majority of the Directors present at any Regular or Special meeting

**ARTICLE VII**

**LIABILITY OF OFFICERS AND DIRECTORS**

**Section 1. Exculpation**

No Director or Officer of the Corporation shall be liable for acts, defaults, or neglects of any other Director or Officer, or for any loss sustained by the Corporation, unless the same has resulted from his or her own willful misconduct, willful neglect or negligence

**Section 2. Indemnification**

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Corporation) if that person is or was an agent of the Corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful. The termination of any proceeding by the judgment, order settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, or that the person had reasonable cause to believe that the persons conduct was unlawful.

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the Corporation to procure a judgment in its favor because that person is or was an agent of the Corporation, against expenses actually and reasonably incurred by the person in connection with the defense or settlement of the action if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue, or matter as to which the person shall have been adjudged to be liable for negligence or misconduct in the performance of the person's duty to the Corporation unless and only to the extent that the court in which the action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

To the extent that an agent has been successful on the merits or otherwise in defending any claim, issue, or matter therein, the agent shall be indemnified by the Corporation against expenses actually and reasonably incurred by the agent in connection therewith

Any indemnification under Section 6.1 or 6.2 shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 6.1 or 6.2. The determination shall be made (l) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the proceeding, or (2) if a quorum is not obtainable, by independent legal counsel in a written opinion, or (3) by the Members, or (4) the court in which the proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not the application by the agent, attorney, or other person is opposed by the Corporation.

Expenses incurred in defending any proceeding may be paid by the Corporation in advance of the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall ultimately be determined that the agent is entitled to be indemnified by the Corporation as authorized in this section

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of Members, or disinterested Directors or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an agent and shall inure to the benefit of the heirs and personal representatives of such a person

The Corporation shall have the power to purchase and maintain insurance on behalf of any agent of the Corporation, against any liability asserted against or incurred by the agent in any such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under this section

This Article does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in the person's capacity, though the person may also be an agent of the employer corporation as defined in Section 415‑5(a)(1), Hawaii Revised Statutes, as amended. Nothing contained in this section shall limit any right to indemnification to which such a trustee, investment manager or other fiduciary may be entitled by contract or otherwise.

**ARTICLE VIII**

**COMMITTEES**

**Section 1.** **Objective**

The Board of Directors shall approve such committees as deemed necessary and proper to obtain such information as required by the Board of Directors to aid them in their decision-making

**Section 2.** **Appointments**

The Committee chairpersons shall be appointed by the President and approved by the Board of Directors during the January regular meeting

**Section 3. Standing Committees**

Each Standing Committee shall be constituted to perform a continuing function for the life of the Board of Directors that establishes them and shall report to the Board of Directors.

The chairperson of any Standing Committee shall appoint the members of his or her committee during the January regular meeting of KNA, or as soon as practicable thereafter

**Section 4. Special Committees**

Each Special Committee shall be appointed, as the need arises, to carry out a specified task, at the completion of which it shall automatically cease to exist. No Special Committee may be appointed to perform any task that already falls within the assigned function of an existing Standing Committee.

The chairperson of any Special Committee shall appoint the members of his or her committee as soon as practicable after he/she is appointed by the President. An exception is the Nominating Committee, all of whose members shall be appointed by the President rather than by the committee chairperson. (See Section IV-2 for details.)

**Section 5.**  **Reports**

Minutes shall be kept for each Committee meeting and a copy placed on file with the Secretary of KNA at or before the first Regular Meeting following any Committee meeting.

Each existing Committee shall submit an annual report in writing at the Annual Meeting.

Any Special Committee that completes its specified task shall immediately present its final report to the Membership and automatically cease to exist.

**Section 6. Meetings**

Committee meetings shall be called by each Committee Chair (1) verbally at the previous KNA Regular Meeting, and (2) by e-mail to all known committee members on or before the date of the previous KNA Regular Meeting.

Official committee meetings shall require a minimum of three (3) members present in order to conduct any official business.

All committee meetings shall be open to the public. The privilege of the floor shall be open to committee members only, except by permission of the Chair, or if absent, the Vice-Chair.

**ARTICLE IX**

**EXPENDITURE OF FUNDS**

**Section 1. Other Organizations**

KNA shall not solicit funds on behalf of any other organization, nor shall it contribute financially to the fund-raising campaign of any other organization, without first obtaining the approval of the Board of Directors. Only those organizations holding a valid 501(c)(3) or 501(c)(4) non-profit status with the Hawaii and Federal taxing authorities may be considered and/or approved.

KNA shall not engage in any political action, and/or support any political candidate by endorsement or distribution of funds and/or other KNA resources to any candidate or candidate committee

**Section 2. Debt Limitations**

No debt shall be incurred in excess of the funds in the treasury of KNA

**Section 3. Limits on Spending**

All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of, or payable to, the Corporation shall be made by or through the Treasurer, subject to budgetary limitations and approval of the Board of Directors. The Treasurer is authorized to expend sums up to One Hundred Dollars ($100.00) with the approval of the President for normal operating expenses or emergency situations. All checks shall be signed by the Treasurer and co‑signed by the President, Vice President or Secretary.

**Section 4. Expenditure of Funds for Committee Work**

Expenditures for Committee work and projects shall be made on recommendation of the Committee. No person, except as hereafter provided, shall have the authority to obligate KNA.

**ARTICLE X**

**ROBERT'S RULES OF ORDER**

The proceedings of all meetings of KNA shall be governed by Robert's Rules of Order and its' constituent parts in which they are not inconsistent with these By-Laws and any special rules of order the Board of Directors may adopt

**ARTICLE XI**

**MISCELLANEOUS**

**Section 1. Contracts**

The Board of Directors, except as in these By‑Laws otherwise provided, may authorize any Officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of KNA, and such authority may be general or confined to a specific instance and unless so authorized by the Board of Directors. No Officer, agent or employee shall have any power or authority to bind KNA by any contract or engagement, or to pledge its credit, or render it liable to pay any sum of money for any purpose or for any amount, without the authority of the Board of Directors.

**Section 2. Exempt Activities**

Notwithstanding any other provision of these By‑Laws, no Member, Director, Officer, employee or representative of KNA shall take any action or carry on any activity by or on behalf of KNA not permitted to be taken or carried on by an association exempt under Section 50l (c) (4) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended

**Section 3. Inspection of Corporate Records**

The books of account and minutes of proceedings of the Members and Directors shall be open to inspection upon the written demand of any Member, at any reasonable time, for any purpose reasonably related to his interests as a Member, and shall be exhibited at any time upon the written demand of twenty (20) Members

**Section 4. Agents and Representatives**

The Directors may appoint and terminate such agents and representatives of KNA and grant to them power to perform such acts or duties on behalf of KNA as the Directors may see fit, so far as may be consistent with these By‑Laws, to the extent authorized or permitted by law. Any person authorized to act as an agent for the Corporation must have approval of two-thirds (2/3) of the total number of members of the Board of Directors.

**Section 5. Dissolution of Corporation**

In the event of dissolution of the Corporation, the corporate assets shall be distributed for one or more exempt purposes within the meaning of Section 50l (c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for public purpose. Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

**ARTICLE XII**

**AMENDMENTS**

These By-Laws may be amended by an affirmative vote of two-thirds (2/3) of the total number of Directors present and an affirmative vote of two-thirds (2/3) of the total number of other Members present at a Regular, Special or Annual Meeting. The time and place of the meeting shall be announced to the membership at the previous monthly Regular Meeting. Such announcement shall state that an amendment to the By-Laws will be considered at the next Regular, Special or Annual Meeting and shall provide at least two weeks advance notice.

Amended by the Board of Directors: Amended by the General Membership:

By: By:

DATE: DATE:

***LEGEND – WORKING COPY***

single underline – addition from 2013 Bylaws Committee meeting

~~single strikethrough~~ – deletion from 2013 Bylaws Committee meeting

*italics* – comments only

@ - from “Robert’s Rules of Order”