

Compulsive Eaters Anonymous-HOW

Area 3 Bylaws

**P.O. Box 781
East Lansing, MI 48823**

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CEA-HOW AREA 3 BYLAWS

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CEA-HOW AREA 3 BYLAWS

ARTICLE 1 - ORGANIZATION

SECTION 1. NAME

The name of this organization is Compulsive Eaters Anonymous-HOW (CEA-HOW) Area 3 (hereinafter sometimes referred to as ~~A~~the Area~~@~~ or ~~A~~the Organization~~@~~).

SECTION 2. PURPOSE

- a) The specific aim and primary purpose of Compulsive Eaters Anonymous-HOW is to assist those persons who acknowledge their problem of eating compulsively and to aid them in the process of recovery from that disease. The general purpose and intent is to promote public and personal health and to work with and provide charitable and cultural assistance to those with the problems of compulsive eating and food addiction.
- b) The primary purpose of the Area is to provide a forum for the election of delegates to the CEA-HOW World Service Conference. Additional purposes include promoting communication and interaction between and among member intergroups and providing a forum for issues and topics of concern to Area intergroups.

SECTION 3. SCOPE

The territorial scope of this Area covers Indiana, Iowa, Illinois, Kentucky, Michigan, Minnesota, Missouri, Ohio, Wisconsin, and includes all registered Intergroups within this geographical area. This territorial scope may be modified in the future by CEA-HOW, Inc. Further, intergroups within Area 3's territorial scope may petition the CEA-HOW Board of Directors for transfer to another Area that is geographically more convenient.

SECTION 4. OFFICES/ADDRESSES

- 1) Principal Address. The principal mailing address of the Area is P.O. Box 781 East Lansing, MI 48823.
- 2) Change of Address. The Area Assembly may change the principal office from one location to another by noting the changed address and effective date below, and such changes of address shall not be deemed an amendment of these Bylaws:

_____ Dated: _____

_____ Dated: _____

_____ Dated: _____

c) Other Offices. The Area may also have offices at such other places as its business may require and as the Area Assembly may, from time to time, designate.

SECTION 5. MEMBERS

This Area makes no provision for members. Any action which would otherwise under law require approval by a majority of all members or approval by the members shall only require the approval of the Area Assembly.

ARTICLE 2 - AREA ASSEMBLY

SECTION 1. INTERGROUP REPRESENTATIVES

Each registered Intergroup shall be entitled to send to the annual Area Assembly meeting one voting representative (hereinafter **Area Representative** or **A.R.**) for up to the first seven Groups it represents and one A.R. for each additional 10 Groups or any fraction thereof.

SECTION 2. PURPOSE

The Representatives shall elect delegates to the CEA-HOW World Service Business Conference (hereinafter **Delegates**) at the Annual Meeting of the Area Assembly (see Article 5) and conduct other business as may be placed on the agenda.

SECTION 3. ANNUAL MEETING PLACE AND TIME

This Area shall have an Annual Meeting at least 120 days in advance of the CEA-HOW World Service Conference and no later than the first week of February at 9 a.m. at the principal office of the Area or at such time and place as otherwise noticed in writing at least 60 days in advance. The time and place of the Annual Meeting may be changed by resolution of the Area Assembly.

SECTION 4. SPECIAL MEETINGS

Special meetings of the Area Assembly may be called by the Chair, the Vice Chair, the Treasurer, or by any three Representatives, and such meetings shall be held at the

place designated by the person or persons calling the meeting, and, in the absence of such designation, at the principal office of the organization.

SECTION 5. NOTICE OF MEETINGS

Regular meetings of the Area Assembly may be held without notice. Special meetings of the Area Assembly shall be held upon 14 days= notice by first-class mail or 10 days= notice delivered personally or by telephone or telegraph. If sent by mail or telegraph, the notice shall be deemed to be delivered on its deposit in the mails or on its delivery to the telegraph company. Such notices shall be addressed to each Representative at his or her address as shown on the books. Notice of the time and place of holding an adjourned meeting need not be given to absent Representatives if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than 24 hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to Representatives absent from the original meeting if the adjourned meeting is held more than 24 hours from the time of the original meeting.

SECTION 6. CONTENTS OF NOTICE

Notice of meetings not herein dispensed with shall specify the place, day and hour of the meeting. The purpose of any Area Assembly meeting need not be specified in the notice.

SECTION 7. WAIVER OF NOTICE AND CONSENT TO HOLDING MEETINGS

The transactions of any meeting of the Area Assembly, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each member of the Area Assembly not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the records or made part of the minutes of the meeting.

SECTION 8. QUORUM FOR MEETINGS

- a) A quorum shall consist of at least three registered Area Representatives.
- b) Except as otherwise provided in these Bylaws or by law, no business shall be considered by the Area Assembly at any meeting at which a quorum, as hereinafter defined, is not present, and the only motion which the Chair shall entertain at such

meeting is a motion to adjourn. However, a majority of the Representatives present at such meeting may adjourn from time to time until the time fixed for the next regular meeting of the Area Assembly.

- c) When a meeting is adjourned for lack of a quorum, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such meeting, other than by announcement at the meeting at which the adjournment is taken, except as provided in Section 10 of this Article.
- d) The Representatives of the Area Assembly present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of Representatives from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law or Bylaws of this Area.

SECTION 9. MAJORITY ACTION

Every act or decision done or made by a majority of the Representatives present at a meeting duly held at which a quorum is present is the act of the Area Assembly, unless these Bylaws or provisions of the law, particularly those provisions relating to appointment of committees, approval of contracts or transactions in which a Representative has a material financial interest, and indemnification of Representatives require a greater percentage or different voting rules for approval of a matter by the Area Assembly.

SECTION 10. CONDUCT OF MEETINGS

- a) The Annual Meeting of the Area shall be presided over by the Chair of the Area Assembly, or, in the Chair's absence, by the Vice Chair of the Area Assembly, or in the Vice Chair's absence, by a Chair chosen by a majority of the voting representatives of registered Intergroups present at the meeting. The Secretary of the Area Assembly shall act as secretary of the Annual Meeting of the Area. If the Secretary is absent, the presiding officer shall appoint another person to act as Secretary of the Annual Meeting.
- b) The Annual Meeting shall be governed by the latest edition of *Robert's Rules of Order Newly Revised*, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Bylaws of CEA-HOW, Inc., or with provisions of law.

- c) The Annual Meeting will be open to CEA-HOW participants who may observe but may not vote or speak unless the Chair specifically invites comment. Meetings may be closed for reasons of confidentiality. Any Officer or Director of CEA-HOW, Inc., or the Executive Director of the CEA-HOW World Service Office may attend any Area Assembly or other Area meeting and may observe and comment but may not vote.
- d) Any meeting, regular or special, may be held by conference telephone or similar communications equipment, so as long as all Representatives participating in such meeting can hear one another.

ARTICLE 3 - AREA REPRESENTATIVES

SECTION 1. QUALIFICATIONS

Qualifications for Area Representative shall be two years in the Fellowship and one year of continuous recovery in CEA-HOW as evidenced by one year continuous abstinence. Members of the Area Assembly should visibly reflect the ideals of CEA-HOW in order to serve as a role model to others. Members of the Area Assembly nominees must also have given away a Fourth Step Inventory; must share an active relationship with their sponsor; and must have declared themselves as practicing the Twelve Steps, CEA-HOW Concept, and Seven Tools to the best of their ability and as committed to the Twelve Traditions and Concepts of Service of CEA-HOW to be eligible for election to the Area Assembly. Upon election, they must affirm their declaration by signing a statement agreeing to make a commitment to adhere to the Twelve Steps, Twelve Traditions, Twelve Concepts of Service, CEA-HOW Concept, Seven Tools, and continual recovery including abstinence, and to comply with and be bound by all the terms and provisions of the prevailing Area Bylaws.

SECTION 2. TERM OF OFFICE

Area Representatives shall be elected by the Intergroups which they represent for a two-year term. Area Representatives may be elected at any time in order to fill the remaining term created by a vacancy except as specified in Article 5, Section 2. Area Representatives shall serve no more than eight consecutive years. A person may be re-elected as an Area Representative after a two-year absence from such office.

ARTICLE 4 - OFFICERS

SECTION 1. CHAIR

The Area Assembly shall elect a Chair of the Area Assembly at the Annual Meeting. The Chair shall preside over meetings of the Area Assembly and any other meetings of the Area, shall set the agenda of meetings of the Area Assembly and meetings of the Area, and may call special meetings of the Area Assembly. The Chair shall serve for one year, but may be re-elected to a subsequent term of office. No one may serve as Chair for more than four consecutive years. No one may serve simultaneously as Chair and Secretary, Treasurer, Vice Chair, or Parliamentarian.

SECTION 2. VICE CHAIR

The Area Assembly shall elect a Vice Chair of the Area Assembly at the Annual Meeting. The Vice Chair shall preside over meetings of the Area Assembly or the Area in the absence of the Chair, shall set the agenda of meetings of the Area Assembly or the Area in the absence of the Chair, and may call special meetings of the Area Assembly. The Vice Chair shall become the Chair upon the resignation of the Chair. The Vice Chair of the Area Assembly shall serve for one year, but may be re-elected to a subsequent term of office. No one may serve as Vice Chair for more than four consecutive years. No one may serve simultaneously as Vice Chair and either Secretary or Chair.

SECTION 3. SECRETARY

- a) The Area Assembly shall elect a Secretary at the Annual Meeting of the Area Assembly. The Secretary shall serve for one year, but may be reelected to a subsequent term of office. No one may serve as Secretary for more than four consecutive years. No one may serve simultaneously as Secretary and Chair, Vice Chair, or Treasurer.
- b) The Secretary shall:
 - 1) Certify and keep at the principal office of the organization the original, or a copy of these Bylaws as amended or otherwise altered to date.
 - 2) Keep at the principal office of the organization or at such other place as the Area Assembly may determine, a book of minutes of all meetings of the Area Assembly, and, if applicable, meetings of committees of the Area Assembly, recording therein the time and place of holding, whether regular or special, how

called, how notice thereof was given, the names of those present or represented at the meeting, and the proceeding thereof.

- 3) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.
- 4) Be custodian of the records and of the seal (if any) of the organization and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the organization under its seal is authorized by law or these Bylaws.
- 5) Exhibit at all reasonable times to any member of the Area Assembly of the organization, or to his or her agent or attorney, on request therefor, the Bylaws, and the minutes of the proceedings of the Area Assembly of the organization.
- 6) In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, or by these Bylaws, or which may be assigned to him or her from time to time by the Area Assembly.
- 7) Resolve questions of parliamentary procedure in the absence of a parliamentarian.

SECTION 4. TREASURER

- a) The Area Assembly shall elect a Treasurer at the Annual Meeting of the Area Assembly. The Treasurer shall serve for one year, but may be re-elected to a subsequent term of office. No one may serve as Treasurer for more than four consecutive years. No one may serve simultaneously as Treasurer and Secretary, Chair, or Vice Chair.
- b) Subject to the provision of these Bylaws relating to the Execution of Instruments, Deposits and Funds, the Treasurer shall:
 - 1) Have charge and custody of, and be responsible for, all funds and securities of the organization, and deposit all such funds in the name of the organization in such banks, trust companies, or other depositories as shall be selected by the Area Assembly.
 - 2) Receive, and give receipt for, moneys due and payable to the organization from any source whatsoever.
 - 3) Disburse, or cause to be disbursed, the funds of the organization as may be directed by the Area Assembly, taking proper voucher for such disbursements.

- 4) Keep and maintain adequate and correct accounts of the organization's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.
- 5) Exhibit at all reasonable times the books of account and financial records to any member of the Area Assembly of the organization, or to his or her agent or attorney, on request therefor.
- 6) Render to the President and Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the organization.
- 7) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.
- 8) In general, perform all duties to the office of Treasurer and such other duties as may be required by law or by these Bylaws, or which maybe assigned to him or her from time to time by the Area Assembly.

SECTION 5. PARLIAMENTARIAN

The Area Assembly may appoint a Parliamentarian to serve as its expert and arbitrator of parliamentary rules and procedures. If a Parliamentarian is appointed by the Area Assembly, the Parliamentarian may make editorial changes to these Bylaws so long as they do not alter the meaning of the Bylaws, but merely clarify these Bylaws or bring them into conformity with law. The Parliamentarian shall directly mail notice of any such editorial change to each Director. The Parliamentarian may not participate in any substantive deliberations of the Area Assembly nor vote on any action of the Area Assembly.

SECTION 6. QUALIFICATION, ELECTION, AND TERM OF OFFICE

Any Representative may serve as an Officer of this organization. Officers shall be elected by the Area Assembly for a one-year term. Each officer shall hold office until he or she resigns or is removed or is otherwise disqualified to serve or until his or her successor shall be elected, whichever occurs first. No officer shall visibly conflict with the ideals of CEA-HOW. Officers may be reelected to successive terms.

SECTION 7. SUBORDINATE OFFICERS

The Area Assembly may appoint such officers or agents as it may be desirable, and such officers shall serve terms, have such authority, and perform such duties as may

be prescribed from time to time by the Area Assembly. No such officer or agent will visibly conflict with the ideals of CEA-HOW.

SECTION 8. REMOVAL AND RESIGNATION

Any Officer may be removed, either with or without cause, by the Area Assembly, at any time. Any Officer may resign at any time by giving written notice to the Area Assembly or to the Chair or Secretary of the organization. Any such resignation shall take effect at the date of receipt of such notice or any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Area Assembly relating to the employment of any officer of the organization.

SECTION 9. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Chair on a temporary basis until the next meeting of the Area Assembly.

ARTICLE 5 - DELEGATES

SECTION 1. ELECTION

- a The Area Assembly shall regularly elect its Delegates to the World Service Business Conference every two years, with the exception of its first year of organization.
- b One-half of the Area's Delegates to the World Service Business Conference shall be elected each year, except for the first year. In the first year, all of the Area's Representatives will participate in elections. Half of the Delegates will serve three-year terms, and half of the Delegates will serve two-year terms, thereby establishing a staggered pattern of terms. The Area's Officers shall determine the initial staggering terms.
- c To be eligible for election, each nominee must be qualified and must appear before the Representatives.
- d To be elected, each nominee must receive a majority vote of the Representatives present at the time of the election.

- e If more than one ballot is necessary for any position, any candidate receiving less than one-fifth of the total vote will be withdrawn automatically on subsequent ballots, except that the top two candidates must remain. If no candidate has less than one-fifth of the votes, the candidate with the lowest number of votes shall be dropped from each successive ballot until all vacancies are filled.
- f The newly elected Delegates to the World Service Business Conference shall take office immediately at the conclusion of the meeting at which they were elected.
- g CEA-HOW, Inc.'s power to realign area boundaries may not be used to prevent Area 1's Assembly from participating in elections for over three consecutive years. If the boundaries of Area 1 are realigned, any Delegate elected from this Area shall not have his or her term shortened, but may have it extended for one year.

SECTION 2. VACANCIES

Vacancies occurring among the Delegates shall be filled by the Chair to serve until the conclusion of the next election held at the Annual Meeting.

ARTICLE 6 - AGENTS

SECTION 1. COMPENSATION

Representatives, Officers, and Delegates shall serve without compensation, but they may be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties. Representatives, Officers, and Delegates may not be compensated for rendering services to the Area for the office which they hold.

SECTION 2. RESTRICTIONS REGARDING INTERESTED PERSONS

No more than one-third of the persons serving on the Area Assembly may be interested persons. For purposes of this Section, interested persons means either:

- a) Any person currently being compensated by CEA-HOW, Inc., for services rendered it within the previous 12 months, whether as a full-or part-time officer or other employee, independent contractor, or otherwise, excluding any reasonable reimbursement paid to a Representative or Officer; or
- 2) Any brother, sister, ancestor, descendent, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

SECTION 3. RESIGNATION AND REMOVAL OF REPRESENTATIVES AND OFFICERS OF THE AREA ASSEMBLY

- 1) Any Representative or Officer may resign effective upon giving written notice to the Chair or the Secretary unless the notice specifies a later time for the effectiveness of such resignation, in which case such resignation shall be effective at the time specified. Unless such resignation specifies otherwise, its acceptance shall not be necessary to make it effective. Any Representative or Officer who advises the Chair or the Secretary that he or she has returned to compulsive eating will be deemed to have resigned as of the time of receipt of such notice. The Chair or the Secretary may declare vacant the office of a Representative or Officer who has been declared of unsound mind by a final order of court or convicted of a felony, or been found by a final order or judgment of any court to have breached any substantial fiduciary duty under the Nonprofit Public Benefit Corporation Law. If a Representative or Officer fails to attend two meetings or fail to respond to two written consents from the Chair, without prior notification to the Secretary and good cause therefore, the office as Representative or Officer may be declared vacant by a vote of a majority of all Area Assembly.
- 2) Any Representative or Officer may be removed by a two-thirds majority vote of the Area Assembly.

SECTION 4. NON-LIABILITY OF AGENTS

The Representatives and Officers shall not be personally liable for the debts, liabilities, or other obligations of the organization.

SECTION 5. INDEMNIFICATION BY ORGANIZATION OF REPRESENTATIVES, OFFICERS, EMPLOYEES AND OTHER AGENTS

- a To the extent that a person who is, or was, a Representative, Officer, employee or other agent of this organization has been successful on the merits in defense of any civil, criminal, administrative or investigative proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of the organization, or has been successful in defense of any claim, issue or matter, therein, such person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.
- b If such person either settles any such claim or sustains a judgment against him or her, then indemnification against expenses, judgments, fines, settlements and other amounts reasonably incurred in connection with such proceedings shall be provided by this organization but only to the extent allowed by, and in accordance with the requirements of the law.

SECTION 6. INSURANCE FOR AGENTS

The Area Assembly may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the organization (including a Representative, Officer, employee or other agent of the organization) against any liability other than for violating provisions of law relating to self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the organization would have the power to indemnify the agent against such liability under the provisions of the law.

ARTICLE 7 - FINANCES

SECTION 1. FISCAL YEAR

The fiscal year of the Area shall begin on the first day of July and end on the thirtieth day of June.

SECTION 2. EXECUTION OF INSTRUMENTS

The Area Assembly, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the organization to enter into any contract or execute and deliver any instrument in the name of and on behalf of the organization, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

SECTION 3. CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the Area Assembly or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the organization must be signed by the Treasurer and the Chair.

SECTION 4. DEPOSITS

All funds of the organization shall be deposited from time to time to the credit of the organization in such banks, trust companies, or other depositories as the Area Assembly may select.

SECTION 5. GIFTS

The Area Assembly may accept on behalf of the organization unrestricted contributions up to one thousand dollars per year from individuals who have been participants in CEA-HOW. Contributions will not be publicly recognized.

SECTION 6. PROCEDURE

- a Accounting procedures shall follow all general accepted accounting principals.
- b Financial statements provided to the Area Assembly shall be clear and easy to understand to prevent confusion and misinterpretations.
- c Any Representative is entitled to examine the accounting records of this Area (if any) and any question concerning the finances is to be answered promptly by staff (if any) or by the responsible parties.
- d At its option, the Area may order an annual audit of its financial statements by an independent certified public accountant (CPA).

SECTION 7. ASSETS

No participant of any local Group which is associated with CEA-HOW and no Representative, Officer, or employee or member of a committee of or person connected with the organization, or any other private individual shall receive at any time any earnings or pecuniary profit from the operations of the organization; provided that this shall not prevent payment to any such person of reasonable compensation for services rendered to or for the organization in effecting any of its purposes as shall be fixed by the Area Assembly; and no such person or persons shall be entitled to share in the distribution of any of the assets upon the dissolution of the organization. All participants of local Groups which are associated with CEA-HOW shall be deemed to have expressly consented and agreed that, upon such dissolution or winding up of the affairs of the organization, whether voluntary or involuntary, the assets of the organization then remaining in the hands of the Area Assembly, after all debts have been paid, shall be divided and paid over in such amounts as the Area Assembly may determine or as may be determined by a court of competent jurisdiction, exclusively to charitable, religious, scientific, literary, or educational organizations which would then qualify

under the provisions of Section 510(c)(3) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.

ARTICLE 8 - RECORDS AND REPORTS

SECTION 1. MAINTENANCE OF ORGANIZATION RECORDS

The organization shall keep the following records at its principal office or at such location as designated by the Area Officers:

- 1) Minutes of all meetings of the Area Assembly and its committees, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- 2) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- 3) A copy of the organization's Bylaws as amended to date, which shall be open to inspection at all reasonable times during office hours or at reasonable times as published by the Area.

SECTION 2. INSPECTION RIGHTS

Every member of the Area Assembly shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the organization.

SECTION 3. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts. The organization may charge anyone who requests a copy of any record open to inspection. The organization may decline to provide a copy.

SECTION 4. ANNUAL REPORT

- a) The Area Assembly shall cause an annual report to be furnished not later than 120 days after the close of the organization's fiscal year to all members of the Area Assembly of the organization. Such report shall contain the following information in appropriate detail:
 - 1) The assets and liabilities, including trust funds, of the organization as of the end of the fiscal year;
 - 2) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
 - 3) The revenue or receipts of the organization, both unrestricted and restricted to particular purposes, for the fiscal year;
 - 4) The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year;
 - 5) Any information required by Section 5 of this Article.
- b) The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the organization.

SECTION 5. ANNUAL STATEMENT OF SPECIFIC TRANSACTIONS

- a This organization shall mail or deliver to all members of the Area Assembly a statement within 120 days after the close of its fiscal year which briefly describes the amount and circumstances of any indemnification or transaction in which the organization was a party, and in which any member of the Area Assembly or officer of the organization had a direct or indirect material financial interest.
- b The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than \$50,000 or which was one of a number of transactions with the same persons involving, in the aggregate, more than \$50,000.
- c Similarly, the statement need only be provided with respect to indemnifications or advances aggregating more than \$10,000 paid during the previous fiscal year to any officer, except that no such statement need be made if such indemnification was approved by the members pursuant to the law.
- d Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions, stating each person's relationship to the Area, the nature of such person's interest in the transaction and, where practical, the amount of such interest, provided that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

ARTICLE 9 - AMENDMENTS

SECTION 1. AMENDMENT OF BYLAWS

Any amendment of the Bylaws may be adopted by two-thirds approval of the Area Assembly.

ARTICLE 10 - PHILOSOPHY

SECTION 1. CEA-HOW PHILOSOPHY

This Area subscribes to the Philosophy of CEA-HOW, Inc., as set forth in the CEA-HOW, Inc., Bylaws, Part B, Philosophy (and as may be amended in the future) consisting of the Twelve Steps, the Twelve Traditions, the Twelve Concepts of Service, the CEA-HOW Concept, and the Seven Tools.

ARTICLE 11 - ORGANIZATIONAL RELATIONS

SECTION 1. CONSISTENCY

- a The Area acknowledges that if it fails to make a good faith effort to comply with the CEA-HOW philosophy or intentionally modifies or formally alters the CEA-HOW philosophy, it may be unregistered by a majority vote of the Board of Directors of the Corporation.
- b The Area acknowledges that CEA-HOW, Inc., may comment or make a recommendation with respect to any aspect of the operation of the Area, including the performance, action, or status of any officer or employee of the Area. Such comment or recommendation may be oral or written and may be made to the leadership of the Area; to any employee of the Area; to any member group of the Area; to any other organization to which the Area belongs; to any other CEA-HOW Group, Intergroup, Area Assembly, or other CEA-HOW organization; to any other interested party; to any appropriate regulatory authority; or to the public as may be advisable in CEA-HOW's sole discretion without any liability on behalf of CEA-HOW, Inc. The Area also acknowledges that any individual associated with CEA-HOW, Inc., who wrongfully, intentionally, and maliciously abuses this right to comment and make recommendations shall be solely liable as an individual under the law. Any comment or recommendation made in good faith to remedy a perceived problem or to prevent any possible harm or problem shall not be grounds for liability.

- c) The Area may comment or make a recommendation with respect to any aspect of the operation of CEA-HOW, Inc., including the performance, action, or status of any officer or employee of the corporation. Such comment or recommendation may be oral or written and may be made to the leadership of the corporation; to any employee of the corporation; to any member Area, Intergroup, or Group of the Corporation; to any other organization to which the corporation belongs; to any other interested party; to any appropriate regulatory authority; or to the public as may be advisable in the Area's sole discretion without any liability on behalf of the Area. Any individual associated with the Area who wrongfully, intentionally, and maliciously abuses this right to comment and make recommendations shall be solely liable as an individual under the law. Any comment or recommendation made in good faith to remedy a perceived problem or to prevent any possible harm or problem shall not be grounds for liability.

SECTION 2. RESPONSIBILITY

- a CEA-HOW, Inc., is not responsible for any act, omission, or debt of the Area. The Area is not responsible for any act, omission, or debt of CEA-HOW, Inc.
- b If the Area involves CEA-HOW, Inc., in any dispute, legal process, or litigation, the Area must reimburse CEA-HOW, Inc., for any legal expenses incurred, any damages incurred, or any settlements or awards paid if the resolution is adverse to the Area.

SECTION 3. INDEPENDENCE

CEA-HOW, Inc., is not responsible for oversight, discipline, or management of the Area. However, CEA-HOW, Inc., through a request made by the Board of Directors or any duly authorized officer or employee, may require a report, explanation, accounting, or formal audit of any aspect of any operation of the Area. The Area may request similar report, explanation, accounting, or formal audit of any aspect of any operation of CEA-HOW, Inc., as it may pertain to the Area.

SECTION 4. COLLEGIALITY

Any officer or Director of CEA-HOW, Inc., may attend any meeting of the Area to observe and comment but may not vote.

WRITTEN ACKNOWLEDGMENT OF THE CHAIR ADOPTING BYLAWS

I, the undersigned, was elected Chair of the Area Assembly and hereby acknowledge that on motion duly made and adopted by majority vote, the Officers of the Area Assembly did adopt the foregoing Bylaws, consisting of 22 pages, including the front matter and this page, as the Bylaws of this organization.

Chair

CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the Bylaws of the organization named in the title thereto and that such Bylaws were duly adopted by the Officers of the Area Assembly as directed by a majority vote of the members there present and voting at the Area Assembly.

Dated: _____

Secretary