

# **Compulsive Eaters Anonymous-HOW Area 10 Bylaws**

**April 1, 2013  
Final Version**

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## Article 1. ORGANIZATION

### Section 1) **NAME**

The name of this organization is Compulsive Eaters Anonymous-HOW (CEA-HOW) Area 10.

### 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.
- 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 all electronic and/or voice-participant intergroups.

### Section 4) **OFFICES/ADDRESSES**

- a) Principal Address of the area shall be that of the Treasurer.
- b) Current address is Roberta S., 1521 Aspen Street, Santa Ana, CA 92705
- c) 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:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

### 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 referred to as Delegates) at the Annual Meeting of the Area Assembly (see Article 5) and conduct other business as may be placed on the agenda.

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- 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 via teleconference or at such time and place as otherwise noted via electronic communication 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 via teleconference.
- Section 5) **NOTICE OF SPECIAL MEETINGS**  
Special meetings of the Area Assembly shall be held upon three days notice by electronic notification.
- 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 electronically, 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 50% plus one registered Area Representative.
  - 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.
  - 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) **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.

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- 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 electronic communications equipment, as long as all Representatives participating in such meeting can hear one another.

### **Article 3. AREA REPRESENTATIVES**

#### **Section 1) QUALIFICATIONS**

Shall be as outlined under Article 5, Section 1) b).

#### **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 two years, 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 two years, 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 Secretary, Chair, or Treasurer.

#### **Section 3) SECRETARY**

- a) The Area Assembly shall elect a Secretary at the Annual Meeting of the Area Assembly. The Secretary shall serve for two years, 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:

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- 1) Maintain 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 therefore, 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 two years, 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 therefore.
  - 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.

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- 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**

Officers of this organization shall be elected from the Area Representatives. Term of office shall be two years, may be elected for a second two year term, not to serve more then four consecutive years. After 1 year of absence they can serve again as an officer.

Section 7) **SUBORDINATE OFFICERS**

The Area Assembly may appoint such officers or agents as it may be necessary, 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 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 not to serve more than eight consecutive years. After a two year absence of service they may serve again. Ideally one half of the area representatives should be returning and the newly elected or reelected representatives attending. The Area's Officers shall determine the initial staggering terms.
- b) Qualifications to be an Area Representative are:
  - 1) Three (3) years in the Fellowship;
  - 2) Two (2) years of service above the meeting level;
  - 3) Attendance as an Area Representative in at least one (1) Area Assembly;
  - 4) Two (2) years of continuous recovery in CEA-HOW as evidenced by two (2) years continuous abstinence;
  - 5) Should visibly reflect the ideals of CEA-HOW in order to serve as a role model to others;



- 6) Must also be a qualified CEA-HOW Food, Inventory & Step Sponsor;
  - 7) Must share an active relationship with their Sponsor;
  - 8) Declared themselves as practicing the Twelve Steps, CEA-HOW Concept and Seven Tools to the best of their ability;
  - 9) Be committed to the Twelve Traditions and Concepts of Service of CEA-HOW to be affirmed on their Delegate application forms;
  - 10) Upon election or appointment, each Delegate shall make a commitment of adherence to the Twelve Steps, Twelve Traditions, Twelve Concepts of Service, CEA-HOW Concept and Seven Tools as well as continuous abstinence in recovery. The Delegate shall complete and read to their sponsor the CEA-HOW *Twelve Tradition Study Guide* within six (6) months of becoming a Delegate. The Delegate agrees to comply with and be bound by all the terms and provisions of the prevailing CEA-HOW, Inc. Bylaws.
- c) To be eligible for election, each nominee must be qualified as per the requirements of and CEA-HOW, Inc. and must appear before the Representatives or be present on a teleconference.
  - 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.

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, An interested person 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
- b) 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**

- a) 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 fails 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.

- b) 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 February and end on the thirty-first day of January.

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.

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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 be authorized by 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 ten 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 acceptable accounting principles.
- 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 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:

- a) 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;
- b) 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;

- c) 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 principle 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**

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Any amendment of the Bylaws may be adopted by two-thirds approval of the Area Assembly provided that all members of the Area Assembly have received an updated copy of the Area Bylaws and the new amendment, at least twenty-one (21) days prior to voting.

### **Article 10. PHILOSOPHY**

#### **Section 1) CEA-HOW PHILOSOPHY**

This Area subscribes to the Philosophy of CEA-HOW, Inc., as set forth in the CEAHOW, 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 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

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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 11 pages, including the front matter, 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