

Updated January 13, 2012

Updated May 8, 2012

## **BYLAWS OF NORTH TEXAS SHOOTERS ASSOCIATION**

### **INTRODUCTION**

The North Texas Shooters Association (NTSA) sustains facilities for target shooting related to trap, skeet, handgun, and rifle. NTSA functions to provide for the enjoyment of target practice and organized shooting activities by members and their guests.

Consequently, NTSA values and promotes:

- 1 Safety
- 2 Availability
- 3 Affordability
- 4 Fellowship

This document governs the Association in the achievement of these purposes and goals.

### **ARTICLE I \* Membership**

#### **I.1 Membership Definitions and Eligibility**

**I.1.1 Family Membership \*** A voting, fully participating family membership may be obtained by an individual who is at least eighteen (18) years of age, executing the proper application and attending a Board of Directors meeting when notified to do so. The attendee must be an adult covered by the membership. In lieu of the attendee, a current club member in good standing who knows the applicant may appear before the Board on the new member's behalf. Applicant must be prepared to submit the full initiation fee and one year's dues at the time of acceptance into NTSA, Inc.

A family membership shall remain active and fully participating relative to NTSA, Inc. activities and facility privileges, providing financial obligations are disposed of promptly and all individuals involved with the membership act in a manner coincident with the best interests of the shooting sports and NTSA, Inc.

A family membership shall include dependents to the age of eighteen (18) years or twenty-one (21) years if a fulltime student. A dependent member under eighteen (18) years of age shall be a nonvoting member, but fully participating to the extent that supervision is provided by his parent(s) or other member(s) who shall be responsible for his/her actions. Voting privileges are defined in Article III.

Family member's dependents from ages 18 to 21 may use ranges without parent supervision, however, will not be allowed to have any guests.

**I.1.2 Legacy Membership \*** A Legacy Membership may be approved for the child of an active Family Membership in good standing who no longer qualifies for club participation as described in Article I. Initiation fee for legacy membership shall be \$50.00. The dues for a Legacy Membership shall be the same as a Family Membership.

A Legacy Membership shall not be transferable, shall have no voting privileges, and has no ownership privileges with regard to club assets of real estate. Application and approval procedures shall be the same as for a Family Membership.

A Legacy Membership may be upgraded to a Family Membership upon approval by simple majority of the full Board of Directors, and payment of the difference between \$50.00 and the current price of a Family Membership.

**I.1.3 Benefactor Membership \*** A Benefactor Membership may be approved for an individual who has performed, is performing, or will perform, a significant and unique service for NTSA, Inc. The Benefactor Membership shall be similar to the Family Membership (Article I.1.1) in that it shall include the Benefactor's spouse and immediate dependents and it shall have voting rights and be fully participating. The Benefactor shall be exempt from payment of an initiation fee and annual dues. A Benefactor Membership shall be nontransferable and has no ownership privileges with regard to club assets or real estate. A candidate for Benefactor Membership shall be nominated by a written statement from any member to the Board of Directors. The statement must contain justification for the nomination and recommendation for length of term of the Benefactor Membership (not be less than one (1) year.

The nomination must be approved by two thirds (2/3) of the members of the Board of Directors and shall then be submitted to the membership, which must approve the nomination by a two thirds (2/3) vote of the members present at a regular or special membership meeting.

**I.1.3.1 Benefactor Member Status \*** Benefactor Member Status may be approved for an individual who is already a member and has performed is performing, or will perform a significant and unique service for NTSA, Inc. A candidate for Benefactor Member Status shall be nominated by a written statement from any member, to the Board of Directors. The statement must contain justification for the nomination. Benefactor Member Status shall result in the waiver of annual dues for one (1) year. The nomination must be approved by two thirds (2/3) of the members of the Board of Directors.

#### **I.1.4 Special Memberships**

**I.1.4.1 Life Membership** \* A Life Membership may be conferred upon an active member who has performed particularly meritorious service to NTSA, Inc. A candidate for Life Membership shall be nominated by written statement from any member to the Board of Directors. The statement must contain justification for the nomination. A Life Member shall have voting rights and be fully participating.

Life members are exempt from annual dues. The nomination must be approved by two thirds (2/3) of the members of the Board of Directors, and shall then be submitted to the membership, which must approve the nomination by a two thirds (2/3) vote of the members present at an annual or special membership meeting.

**I.1.4.2 Honorary Membership** \* An honorary membership may be approved for an individual who has performed, is performing, or will perform, a significant and unique service for NTSA, Inc. The honorary membership shall be for the individual only, shall be nonvoting, shall be exempt from payment of any initiation fees or annual dues, may have limited participation privileges, and may have a limited term. An honorary membership shall be nontransferable and has no owners with regard to club assets or real estate.

**I.1.5 Inactive Membership** \* Any member may voluntarily invoke inactive status by submitting a written statement to the Board of Directors. Inactivity may be invoked once only in a membership term and may be extended for a maximum length of one(1) year. During the period of inactivity, the member shall be exempt from payment of annual dues. The member shall forfeit his/her voting rights and all particular privileges during inactivity.

The member may cancel his inactive status by initiation of payment of prorated annual dues at any time during the inactive period. Failure of the inactive member to pay dues will result in automatic termination at the end of the one (1) year inactive period. The Board of Directors reserves the right to review the conditions relative to any particular inactivity and make judgments concerning the restrictions placed on that inactivity. Deviations from these ByLaws pertinent to inactivity must be approved by a two thirds (2/3) vote of the full Board of Directors.

**I.1.6 Suspended Membership** \* Any member may be suspended for actions deemed improper by the Board of Directors. The vote required to suspend a member is two thirds (2/3) of the full Board of Directors, which shall then notify said member of the cause and date of his/her suspension. During the suspension period, the member shall forfeit his/her voting rights, and all participation of privileges. The suspended member shall not be refunded any dues. The following sections define actions, which shall be cause for suspension.

**I.1.6.1 Dues** \* Annual member dues shall be payable on June 1 each calendar year. Nonpaid memberships become delinquent on July 1. Membership privileges will be suspended for all delinquent accounts. Non-paid memberships will be terminated at the first board meeting following August 1.

**I.1.6.2 NTSA, Inc. Property** \* Each member is personally responsible for accidental or intentional damage he/she may cause to NTSA, Inc. property or equipment in excess of \$10.00 valuation. The President shall determine the assessed valuation of the damage. Unless a written statement detailing timely reimbursement of repairs is submitted to and accepted by the President within thirty (30) days of the date of damage the member shall be suspended.

**I.1.6.3 NonNTSA, Inc. Property** \* Each member shall be personally responsible for accidental or intentional damage he/she may cause to non-NTSA, Inc. property or equipment regardless of valuation. Such damage includes, but is not limited to, that involving surrounding property owner's vehicles or other equipment on surrounding roads and the personal property of other NTSA, Inc. Guests while on NTSA, Inc. property. Unless a written statement of the proposed resolution is submitted within thirty (30) days of the incident, the member shall be suspended. In the event of NTSA, Inc. suspension and external civil action, the suspended member shall not be considered for reinstatement by the Board of Directors until such civil action is resolved.

**I.1.6.4 Safety** \* Any member who acts in a manner on NTSA, Inc. property which may cause potential or actual injury to another person or persons or their property (whether on NTSA, Inc. premises or not) shall be suspended.

**I.1.6.4.1 Fully Automatic Weapons** \* The discharge on, or over, or into NTSA, Inc. property (or preparation to discharge) any firearm in fully automatic mode is expressly prohibited including weapons equipped with hellfire or other similar devices.

**I.1.6.5 General Conduct** \* Any member who acts in a manner \* whether on NTSA property or not, whether pertinent to NTSA, Inc. activities or not \* which, in the opinion of the Board of Directors, is injurious to the reputation or status of the shooting sports or NTSA, Inc., shall be suspended.

**I.1.6.6 Intoxication** \* No member or guest shall engage in shooting activities whose ability, by judgment of a Range Officer or other NTSA official, is impaired by alcoholic beverages, narcotic drugs, or any other substance. Shooting or handling of any weapons after consumption of any intoxicating substance, on or off NTSA property is strictly prohibited. Any member who resists the instructions of the NTSA, Inc. Official in this regard shall be suspended, and both member and guest may be liable for civil action brought by NTSA, Inc.

**I.1.6.7 Reinstatements** \* Any suspended member may initiate reinstatement proceedings, by petitioning the Board of Directors within thirty (30) days of the date of suspension, for a hearing to show cause, why he/she should be reinstated. Any member who does not petition the Board of Directors within the thirty (30) day period shall be terminated at the end of the period. Once petitioned, the Board of Directors must schedule the said hearing within thirty (30) days of the date of the petition and notify the member in question of its decision within ten (10) days following the hearing. The vote to terminate or reinstate the member must carry by two thirds (2/3) of the full Board of Directors.

**I.1.7 Terminated Members** \* A member who terminates voluntarily, or is terminated by the Board of Directors, shall forfeit all rights and privileges in NTSA, Inc. Any NTSA, Inc. property he/she possesses must be returned to NTSA, Inc. NTSA, Inc. reserves the right to initiate collection procedures for any unsatisfied financial obligations incurred prior to termination.

Termination approval by the Board of Directors shall be obtained with a two thirds (2/3) vote.

**1.1.8.Limits of Membership\*** The maximum number of Family Memberships at the NTSA currently approved by the Board is 750. Future changes to the Family Membership Limits shall require a simple majority vote of members present at an Annual Membership Meeting. In the event the number of existing Family Memberships exceeds the approved limit, applications for new memberships shall not be approved until normal attrition has reduced the number of existing Family Memberships to the approved limit. The requirements for other NTSA membership classifications shall remain in effect unchanged, and shall continue to be administered as stated in other subsections of these by-laws.

**1.2 Membership Transfers \*** Only Family Memberships in good standing shall be eligible for transfer. The member intending to transfer must secure a completed application from the candidate and submit said application to the Board of Directors. The Board of Directors shall act upon the application in the manner as that for a Regular Family Membership (See Article I.1.1). A membership transfer approved by the Board of Directors shall not require payment of an initiation fee by the new member. A transfer fee of \$50.00 shall be assessed for approved transfer applications. Any equity accrued in a membership will be transferred to the new member should liquidation occur per Article VIII. The membership number will be transferred to the new member.

## **ARTICLE II \* Financial Obligations and Privileges**

**II.1 Initiation Fee \*** Each new member shall remit the initiation fee, plus the first year\*s dues at the time of his/her acceptance as a member of NTSA, Inc.

**II.1.1 Initiation Fee Amount\*** The initiation fee for membership into NTSA, Inc. shall be \$500.00. 1182008 change note 12

**II.1.2 Initiation Fee Returns\*** The initiation fee is nonreturnable after application approval by the Board of Directors.

**II.2 Dues\*** Dues shall be paid annually. A reminder will be published in the newsletter.

**II.2.1 Payment Responsibilities \*** Initial application of dues shall be applied from the first of the month nearest the date of the application approval by the Board of Directors. Dues will be prorated to June 1.

**II.2.2 Dues Return\*** Annual dues may be refunded on a prorated basis under conditions considered extenuating by a two thirds (2/3) vote of

the Board of Directors present.

**II.3 NTSA, Inc. Obligation \*** It shall be the obligation of the NTSA, Inc. Board of Directors to continually review organization operating costs and expansion plans with the intent of minimizing dues and facility usage costs to members as a membership privilege. Activities made available to the general public shall not be provided at the lower member rates except as provided by the Board. The justification for member costs via a budget or other means shall be available for member review and criticism at any time.

**II.4 Member Obligation \*** It shall be the obligation of all members to pay range fees at the time incurred.

#### **II.5 Guests**

**II.5.1 Guests of Members \*** Guests of members may use NTSA, Inc. Facilities and equipment at current guest rates, provided that they are accompanied by the member. Members must sign in their guests upon arrival at the club. Any particular guest shall be accommodated, providing the usage frequency is not excessive, in the opinion of the Board of Directors. Guests are the total responsibility of respective members pertaining to all actions and all costs incurred. Guest fees which are not collected at the time of incurrence shall be charged to the responsible member's account. Guests must be supervised by a member at all times.

**II.5.2 Guests of NTSA, Inc. \*** Guests of NTSA, Inc. may use NTSA, Inc. facilities and equipment at rates determined by the Board of Directors. Guests shall be the total responsibility of a designated sponsoring member, pertaining to all actions and costs incurred. The designated sponsor must supervise the guest(s) during all of their shooting activities.

**II.6 Invoices \*** Invoices submitted for reimbursement shall be presented to the Treasurer within fifteen (15) days of approval at the next regular or special Board of Directors meeting following submission, subject to Sec 7.1 of this Article.

#### **II.7 Financial Authority**

**II.7.1 Expenditures or Indebtedness up to \$25,000.00 \*** The Board of Directors shall be authorized to make expenditures up to \$500.00 for any whole project with a simple majority vote of the board members present at any regular or special board meeting. Entire projects requiring expenditures of more than \$500.00 but less than \$25,000.00 require approval by a two thirds (2/3) vote of the full Board of Directors at any regular or special board meeting. Project expenses shall be considered in their entirety. Projects shall not be sectionalized, divided, phased, or otherwise separated into pieces for the purpose of minimizing the required level of authorization. Each Director and the Range Manager may be authorized a separate but reasonable operating fund as determined and approved by a simple majority vote of the Board of Directors. This fund shall be limited to a maximum amount of \$500.00. Each approved director and/or the Range Manager shall make an accounting of his/her expenditures (if any) at the monthly Board of Directors meeting.

**II.7.2 Expenditures or Indebtedness Over \$25,000.00** \* Expenditures or indebtedness of more than \$25,000.00 shall require the approval of two thirds (2/3) of the full Board of Directors, and an additional simple majority vote of the general membership.

**II.8 Fiscal Year** \* The fiscal year of NTSA, Inc. shall be from January 1 to December 31.

**II.9 Reporting of Income and Expenses** - All income and/or details of expense, resulting from an event, activity, competition, fund raising, fee, or any other source associated with the use of facilities, or properties owned by NTSA, shall be surrendered to the NTSA Treasurer, to be reported as NTSA business. Persons responsible for surrendering such funds and/or details of expense shall submit a written general accounting of how funds and/or expenses were realized to the Treasurer within 7 days.

### **ARTICLE III \* Meetings**

#### **III.1 General Membership Meetings**

**III.1.1 Regular Meetings** There shall be one (1) regular business meeting of the general membership. This meeting shall be held approximately six (6) months from the Annual Membership Meeting (See Article III.4). The meeting time and location shall be established by the Board of Directors and the Secretary shall insure that notification is sent to each member no less than ten (10) calendar days prior to the meeting.

**III.1.2 Special Meetings** \* Special business meetings of the general membership may be called by the Board of Directors which shall then instruct the Secretary to notify each member no less than ten (10) calendar days prior to the special meeting time, location, and purpose. Any five members may request a special meeting of the general membership for a specific purpose, by written petition to the Board of Directors which shall then consider the worthiness of the request. If the petition is approved by a majority vote of the Board of Directors, the board shall act in accordance with the instructions for calling a special meeting.

#### **III.2 Board of Directors Meetings**

**III.2.1 Regular Meetings** \* Regular business meetings of the Board of Directors shall be held monthly with a period between meetings not to exceed six (6) weeks. The Secretary shall notify each Board member of the meeting time and location if changed, no less than five (5) calendar days prior to the meeting. Regular Board meetings shall be open to the general membership without voting rights.

**III.2.2 Special Meetings** \* Special meetings of the Board of Directors may be called by the President or by any two (2) Board members by request to the President, or the Board of Directors, itself at any regular or special meeting. The Secretary shall notify the Board members of the meeting time, location, and purpose. The notification shall be given no less than five (5) days prior to the special meeting, or at a time appropriate to the urgency of the meeting. In times of extreme urgency, the President may poll the Board members individually.

**III.3 Committee Meetings**

**III.3.1 General** \* Committee meetings shall be held by direction of the Committee Chairman or by consensus of the committee members pursuant to the urgency of the committee activity.

**III.4 Annual Membership Meeting** \* The Annual Membership Meeting of the NTSA, Inc. shall be in January of each year for the purpose of reporting the previous year's activities, presenting a financial report, and electing NTSA, Inc. Directors as required. Outgoing Officers and Directors shall continue their duties until such time as the Annual Board Meeting can be held.

**III.5 Annual Board Meetings** \* The annual Board of Directors meeting shall be the first regular Board meeting following the Annual Membership Meeting. It shall be held as soon as possible, but within seven (7) days following the Annual Membership Meeting. At this meeting, the Board shall elect NTSA, Inc. officers, appoint committee chairmen, and discuss plans for the current year.

**III.6 Quorum** \* A quorum for the transaction of business at any meeting shall consist of majority of appropriate membership.

**III.7 Voting** \* There shall be one vote allowed per membership number. Voting shall be in person only. The vote must be cast by an adult member at least eighteen (18) years of age, who is eligible under a family, benefactor, or life membership, and may be cast at any Regular, or Special Business Meeting. Proxies and absentee ballots shall not be allowed in general membership meetings.

Absentee ballots shall only be allowed in Board meetings. Approval of motions shall be simple majority unless otherwise noted in these By-Laws on specific issues. The President of NTSA, Inc. shall vote only if it will make a difference in the outcome of the vote or when by ballot.

## **ARTICLE IV \* Board of Directors**

**IV.1 Board Membership \*** The number of Directors for NTSA shall be (8). The Directors\* term of office shall be two (2) years, or until their successors are elected. The terms of four (4) directors (chosen by odd lot) shall expire with the 1977 Annual Membership Meeting, wherein four (4) directors shall be elected for their full two (2) year terms. Hence, from that election forward, the terms of four (4) directors shall expire at each Annual Membership Meeting and their successors elected. Directors shall be elected by ballot of the membership and plurality votes shall elect. Members may vote for a maximum of four (4) candidates, but there is no requirement to vote for a minimum number of candidates.

**IV.2 Authority and Duties \*** The Board of Directors shall have all the powers and authority over the affairs of NTSA, Inc. except as otherwise stated in these By-Laws. It shall be authorized to adopt rules and regulations and to make judgments as it may deem proper for the economy, progress, and success of NTSA, Inc. provided they do not conflict with these By-Laws.

**IV.3 Vacancies \*** The President shall appoint a member or members within thirty (30) days, to fill any vacancies on the Board of Directors. The President\*s appointment actions shall be ratified by a majority vote of the full Board, except for the Appointee (s). Each appointment will be limited in duration to the next annual membership meeting at which time all vacancies will be filled by a normal election of the board.

In order to maintain a staggered election cycle the four Directors elected with the highest vote total will receive a normal 2 year term. The remaining Director seats will be awarded by highest vote count of the remaining candidates to complete those seats remaining one year term(s).

If not enough people run for election, the President of NTSA is obligated to appoint someone until the next membership meeting.

## **ARTICLE V \* Officers**

**V.1 Membership \*** The elective officers of NTSA, Inc. shall be a President, a Vice President, a Secretary, and Treasurer, elected by the Board of Directors from among its members at the Annual Board Meeting. The officers shall have duties and powers as their designations imply, and as hereinafter prescribed in their individual capacities.

**V.2 Term** \* The term of office of an officer shall be one (1) year or until a successor shall be elected.

**V.2.1 Removal** \* Board members are accountable to NTSA for governance according to these bylaws. Therefore, any board member may be removed from office for violation of these bylaws or neglect of duty by 2/3 vote of the full board of directors or by the simple majority vote of the members present at a Business Meeting of the NTSA.

**V.2.1.1 Attendance** \* Any board member that fails to attend three consecutive regular boardofdirectors meetings will be removed from the board at the third meeting.

A unanimous vote of the attending board members at that third meeting can rescind the rule for the affected board member or delay the removal requirement until the next regular meeting.

**V.2.1.2 Resignation** \* Any board member that resigns is ineligible to sit on the board for a period of 36 months from the date of resignation. A unanimous vote of the seated board can rescind this rule for a member that is to be appointed by the president to fill a vacancy or actively seek election at the yearly election meeting.

**V.2.2 Employee Board Members** \* A member of the board of directors cannot be an employee during his term. If the director assumes an employee position, his termination is effective at the board meeting following the election.

### **V.3 Duties**

**V.3.1 President** \* The President is the Chief Executive Officer of NTSA, Inc. who shall see that all orders and resolutions of NTSA, Inc. are affected. Additionally, the President shall: preside over all meetings of the membership and the Board; be an ex officio member of all committees; be acquainted with the activities of all officers and committees; determine that all committees function and that all officers fulfill their duties; appoint standing Committee Chairmen and make appointments to fill vacancies as required; and be responsible for the general facilities and social activities.

**V.3.2 Vice President \*** The Vice President shall perform the duties and exercise the powers of the President during the absence or disability of same. The Vice President shall succeed to the Presidency in the event that office is vacated. The Vice President shall act as Parliamentarian when a need for interpretation in such matters is required. The Vice President shall also be responsible for activities pertinent to securing and screening new members and for recommendations to the Board concerning approval or disapproval of membership. He shall work closely with the Secretary and Treasurer to maintain accurate current membership records. The Vice President shall (with approval from the direction of the Board) determine and apply sanctions placed on memberships for disciplinary actions. It shall be his duty to see that a periodic newsletter is published according to a timetable established by the Board.

**V.3.3 Secretary \*** The Secretary shall be responsible for: recording the minutes of all membership and Board meetings, and filing the minutes in the permanent minutes book of NTSA, Inc; maintaining current copies of these By-Laws; maintaining current membership records; maintaining a list of all committees and their members; conducting all correspondence necessary for the proper functioning of NTSA, Inc. and maintaining a permanent record of correspondence in NTSA, Inc. files; and providing notifications of meetings as prescribed in these By-Laws.

**V.3.4 Treasurer \*** The Treasurer shall have custody of all NTSA, Inc. funds and securities and shall keep in books, belonging to NTSA, Inc. the full and accurate accounts of all receipts and disbursements. The Treasurer shall deposit all money, securities and other valuable effects in such depositories as may be designated for that purpose by the Board of Directors. The Treasurer shall disburse the funds for NTSA, Inc. as may be ordered by the Board of Directors and maintain proper receipts for such disbursements. All checks, drafts, and orders for payment of money shall be signed in the name of NTSA, Inc. by the Treasurer, President, or Vice President. The Treasurer shall render at the Annual Membership Meeting, or whenever requested by the President or Board, a report of financial transactions and financial statements of NTSA, Inc. The Treasurer shall work with the Board of Directors for the purpose of guiding financial decisions and developing a budget. The Treasurer records shall be open for review as required by the Board.

## **ARTICLE VI \* Committees**

**VI.1 Special Committees** \* Special Committees may be appointed by the President or Board of Directors to perform functions not normally executed by the Standing Committees. The Special Committees shall serve until the specific purpose for which they were appointed has been fulfilled, or until dissolved by the President or Board.

**VI.1.2 Standing Committees**

**VI.1.2.1 Membership** \* There shall be four (4) Standing Committees: Pistol, Rifle, Skeet, and Trap. The Chairman of each Standing Committee shall be a Director who is not an officer of NTSA, Inc. The President elect shall plan his Standing Committee appointments and obtain ratification by majority vote of the full Board.

Each Standing Committee shall be comprised of its Director Chairman, and a number of members deemed proper by the Chairman and the Board of Directors.

The committee Chairman shall prepare a roster of Committee members and submit it to the Board for majority approval.

**VI.2.2 Duties of Standing Committees**

**VI.2.2.1 Facilities** \* The Standing Committees shall be responsible for preparation of plans for the maintenance improvement, or expansion of their respective facilities and equipment. The Committee shall provide input to the Treasurer's budget and secure approval of plans from the Board. The Committee shall solicit and evaluate bids for projects expected to exceed \$200.00 valuation. The Committee shall be responsible for the execution and/or supervision of all construction or maintenance projects. The Committee shall also evaluate property damage and, through its Chairman, make recommendations for penalties to the Board.

**VI.2.2.2 Internal Activities** \* The Standing Committees shall be responsible for the social, instructional, and competitive activities of the membership in their respective areas of responsibility. The committees shall arrange competitive events within NTSA, Inc. membership. To ensure reasonable access to all facilities for NTSA members, each Standing Committee shall limit their sanctioned competitive activities to one weekend per month for each committee's respective area. The appropriate Standing Committees shall arrange for Range Officers, and other personnel required for the execution of activities.

**VI.2.2.3 External Activities** \* The Standing Committees shall be responsible for the development and promotion of activities with the general public of either instructional or fund raising types in their respective areas. The Committee shall determine activities to accomplish these ends and implement the plans to do so.

The Committee shall arrange for the personnel required to execute its activities. The Committee shall be responsible for all publicity and other communications with the general public as required by NTSA, Inc.

**ARTICLE VII \* Affiliations**

NTSA, Inc. may enter into affiliation with such national, state, and local organizations as considered appropriate for the effective execution of NTSA, Inc. activities. The motion to affiliate with another organization may originate from either the general membership or the Board of Directors but the motion must be approved by a majority vote of the Board of Directors. A motion to cancel affiliation shall be subject to the same procedures as a motion to affiliate.

**ARTICLE VIII \* Dissolution and Liquidation**

**VIII.1 Dissolution** \* A motion to dissolve the NTSA, Inc. organization may originate from either the general membership, or the Board of Directors, but the motion must be approved by two thirds (2/3) vote of members present at annual or special membership meeting.

**VIII.2 Liquidation** \* In the event of dissolution, the Board of Directors shall seek to liquidate in the most advantageous manner and as rapidly as possible. Funds derived from liquidation shall be disbursed in order of: payment of any applicable federal state, and local taxes; satisfaction of any indebtedness or assessments; all closing costs, and any financial obligation under 501 (C) (7). Any funds remaining shall be distributed among the membership (current and in good standing at the time of final approved dissolution) according to a formula based on the length of time as an active member, such formula to be used as follows:

One share for each month of active membership. For the purpose of distribution, the term membership shall be defined as a single entity associated with each membership number.

## ARTICLE IX \* Amendments

These By-Laws may be amended by a two-thirds (2/3) affirmative vote of the members present at any regular or special membership meeting, provided that a statement of the proposed amendment has been furnished to each member at least (10) days prior to the meeting at which approval/disapproval action shall take place. The amendment's effective date shall be included in the motion statement. The Secretary shall sign and date copies of approved amendments and send them to organizations requiring notification of By-Law amendments.

THIS DOCUMENT CONTAINS AMENDMENTS THAT WERE APPROVED AT THE FOLLOWING:  
JAN 1980 SPECIAL MEMBERSHIP MEETING \* EFFECTIVE JAN 1, 1981 JAN 1989  
MEMBERSHIP MEETING \* EFFECTIVE JAN 24, 1989 JAN 1993 MEMBERSHIP MEETING \*  
EFFECTIVE JAN 15, 1993 JAN 1998 MEMBERSHIP MEETING \* EFFECTIVE JAN 17,  
1998 JAN 1999 MEMBERSHIP MEETING \* EFFECTIVE JAN 09, 1999 JUL 2002  
MEMBERSHIP MEETING \* EFFECTIVE JUL 27, 2002 JUL 2004 MEMBERSHIP MEETING \*  
EFFECTIVE JUL 31, 2004 JAN 2005 MEMBERSHIP MEETING \* EFFECTIVE JAN 08,  
2005 JUL 2005 MEMBERSHIP MEETING \* EFFECTIVE JUL 16, 2005 JAN 2006  
MEMBERSHIP MEETING \* EFFECTIVE JAN 07, 2006 JAN 2007 MEMBERSHIP MEETING \*  
EFFECTIVE JAN 20, 2007 JAN 2008 MEMBERSHIP MEETING \* EFFECTIVE JAN 19,  
2008 12 JAN 2009 MEMBERSHIP MEETING \* EFFECTIVE JAN 17, 2009 13  
General Member Meeting \* Effective January 2009 & July 2010.

THE REQUIREMENTS FOR AMENDMENTS (SEE ARTICLE IX) WERE FOLLOWED AND  
APPROVED AMENDMENTS BECAME EFFECTIVE ON THE DATE NOTED. Revised:  
4/11/11 14  
Annual Winter Meeting amendment passed January 2012.