

**CALLOWHILL NEIGHBORHOOD ASSOCIATION OF PHILADELPHIA
BYLAWS**

ARTICLE I - NAME AND COMMUNITY

The name of the corporation is the Callowhill Neighborhood Association (“CNA”) of Philadelphia. The community with which the corporation shall be primarily concerned shall be the area encompassed by Vine Street, Broad Street, Spring Garden Street and 8th Street in the City of Philadelphia, Pennsylvania (the “Callowhill community”).

ARTICLE II - PRINCIPLE OFFICE OF THE CORPORATION

The principle office of the corporation shall be located within the boundaries of the Callowhill community as designated by the Board of Directors and noted in these bylaws by the Secretary of the CNA. The Board of Directors may change the location of this office from one location to another within the boundaries of the Callowhill community.

ARTICLE III - PURPOSE AND DEFINITIONS

I. PURPOSE.

CNA, a 501(c)(3) not-for-profit corporation is a community organization that is dedicated to neighborhood improvement in the Callowhill community. It aims to promote a cohesive community of residents, businesses and institutions while retaining the diversity and character of the area. CNA aspires to enhance the quality of life for all members of the community, and seeks to make the Callowhill community, and its immediate environs, a better place to live, work, and pursue educational, cultural and recreational activities through cooperative action of the residents.

II. DEFINITIONS.

Unless defined herein, capitalized terms used in these Bylaws shall have the applicable meanings set forth in Title 15 of the Pennsylvania Consolidated Statutes.

ARTICLE IV - MEMBERS

I. CLASSES OF MEMBERS. CNA shall have three classes of Members:

- A. Resident Members. Resident Members shall be natural persons who are at least 18 years of age and are bona fide residents or resident leaseholders of the Callowhill community. Additionally, in order to be considered a Resident Member, the person must attend at least 2 meetings, either regularly scheduled membership meetings or special meetings at which the membership is invited, annually. The individual must also, in order to qualify as a Resident Member, pay annual dues to CNA in the amount as designated by the Board of Directors and adopted by Resolution.
- B. Commercial Members. Commercial Members shall be either natural persons who are at least 18 years of age or entities who or which own real property or own business within the boundaries of the Callowhill neighborhood. Additionally, in order to qualify as a Commercial Member, the person or entity must attend at least 2 meetings, either regularly scheduled membership meetings or special meetings at which the membership is invited, annually. The person or entity must also, in order to qualify as a Commercial Member, pay annual dues to CNA in the amount as designated by the Board of Directors and adopted by Resolution.

- C. Associate Members. Associate Members shall be natural persons at least 18 years of age or entities who do not meet the eligibility requirements of Resident Members or Commercial Members but have an articulated interest in the betterment of the Callowhill community. In order to be a Associate Member, the person or entity must also pay annual dues to CNA in the amount as designated by the Board of Directors and adopted by Resolution.

II. VOTING RIGHTS.

- A. Each Resident Member shall have one vote and shall have all of the rights, privileges and powers accorded to Members of any other class.
- B. Each Commercial Member shall have one vote and shall have all of the rights, privileges and powers accorded to members of any other class. Commercial Members, which are entities, must be represented by a natural person who is at least 18 years of age.
- C. Associate Members shall have all of the rights, privileges and powers of the members of any other class except that Associate Members shall not have the right to vote or to become an Officer or Director.
- D. Voting by Proxy. Any absent Member entitled to vote at any meeting of Members may be represented and may vote at such meeting by proxy authorized in writing. Such written authorization must specify the matter with respect to which the proxy is granted, must be signed and dated by the Member granting the proxy, and must be filed with the Secretary of CNA. A validly executed proxy shall remain in full force and effect until revoked in writing by the member executing it before the vote is cast under the proxy.

For the purposes of these Bylaws, the Resident Members, Commercial Members and Associate Members are collectively referred to as the "Members" and the Resident Members and Commercial may be referred to as the "Voting Members."

ARTICLE V - MEETINGS

I. PROCEDURE.

- A. Annual Meeting. The Annual Meeting of CNA shall be held in the month of January of each year, or at a time as soon as practicable thereafter as determined by the Board, and at a time and place designated by the Board, or, if the Board shall fail to act, by the President.
- B. Special Meetings. Special meetings shall be held at any time and at any place within the City of Philadelphia when called by at least 3 Board Members or by the President or by the Voting Members if at least 10% of the Voting Members submit written application for such meeting to the President.
- C. Regularly Scheduled Board Meetings. Meetings of the Board shall be held at least 4 times a year and may be scheduled more often by the President. These meetings will be held at such a place or places as designated by the President.
- D. Regularly Scheduled Membership Meetings. Meetings of the Membership shall be held at least 4 times per year and may be scheduled more often by the President. These meetings will be held at such a place or places as designated by the President.
- E. Quorum. At any meeting at which the Membership is to attend, thirty-three percent (33%) of the Voting Membership present at such a meeting shall constitute a quorum. At any meeting of the Directors, a majority (50%) of the Directors in office shall be necessary to constitute a quorum.

II. NOTICE.

Notice Period. Written notice stating the time and place of the Annual Meeting shall be sent to the Members at least ten (10) days prior to such Annual Meeting date. Notice for any other meeting, except Special Meetings, shall be sent to Members at least one week prior to the date of such meeting. Notice of any meeting of the Board shall be sent to each Director at least one week prior the date of such meeting. Notice of Special Meetings may be given orally or in writing at least 24 hours prior to the meeting time.

Notice Requirements. Written notice may be accomplished by sending the time, place, and purpose of such a meeting by postal mail, electronic mail or facsimile.

III. WRITTEN CONSENT IN LIEU OF A MEETING.

Action without Meeting. Any action which may be properly taken by the Voting Membership assembled in a meeting, may also be taken without a meeting if consent in writing setting forth the action or actions so taken is signed by three-quarters (75%) of the Voting Membership and filed with the Secretary of CNA.

Any action that may be properly taken at a meeting of the Board of Directors may be taken without a meeting if consent in writing, setting forth the action or actions so taken, is signed by all of the Directors and filed with the Secretary of CNA.

ARTICLE VI – DIRECTORS

I. ELECTION OF DIRECTORS.

A. Directors elected by Voting Membership. The Directors of the corporation shall be elected by a vote of the Voting Membership at the annual meeting, if a quorum is present.

B. Eligibility. To be eligible as a Director of CNA, the potential-Director must meet all the requirements of a Voting Member.

C. Initial Vote. At the first Annual Meeting of CNA (the Initial Annual meeting), the Voting Members shall elect thirteen Directors:

1. Five Directors for a term of 2 years;
2. Eight Directors for a term of 1 year.

The five Director candidates with the highest number of votes shall be elected to the two-year terms; the eight Director candidates with the next highest votes shall be elected to one-year terms. In the event of a tie that would result in either more than 5 Directors for a two-year term, or eight directors for a 1 year term being elected, the candidates with the equal number of votes shall break the tie by a game of chance of “flipping a coin”. The winner of the “flipping a coin” game shall be awarded one vote.

D. Subsequent Votes. At each subsequent Annual Meeting Directors shall be elected to serve two-year terms.

E. Procedure for Nomination of Candidates for Director.

1. No person shall be eligible for election as Director at a meeting of the Board unless he or she has been duly nominated in accordance with the procedures set forth in paragraph (2) of this Section.
2. The Nominating Committee (or designated delegate at the Initial Annual Meeting) shall announce at the meeting of the Board the number of Directors to be elected at the meeting. If there are additional openings for candidates, the President or a Nominating Committee delegate shall declare the nominations of the candidates for election as Director open, and shall call for nominations from the floor. Nominations may be made by any Member who is entitled to vote at the meeting. Nominations must be seconded. After nominations have been made, the President or delegate of the Nominating Committee (or designated delegate at the Initial Annual Meeting) shall, on motion, declare the nominations closed, and thereafter no further nominations may be made.

F. **Composition of Board; Powers.** The business and affairs of this corporation shall be managed by a Board of Directors consisting of no more than 15 persons and no less than 3 persons. The specific number of Directors shall be determined from time to time by the Board. Initially, the Board will consist of 13 Directors.

G. **Participation; No Proxy.** Directors are encouraged to be present or participate by means of conference telephone or interactive computer network or similar communication equipment by means of which all persons participating in the meeting can communicate. However, any absent Director entitled to vote at any meeting of Directors may be represented and may vote at such meeting by proxy authorized in writing. Such written authorization must specify the matter with respect to which the proxy is granted, must be signed and dated by the Director granting the proxy, and must be filed with the Secretary of CNA. A validly executed proxy shall remain in full force and effect until revoked in writing by the Director executing it before the vote is cast under the proxy.

H. **Meetings of the Board.** Meetings of the Board shall be held at least 4 times a year and may be scheduled more often by the President. These meetings will be held at such a place or places as designated by the President

I. **Special Meetings of the Board.** Special meetings of the Board shall be held at any time and at any place within the City of Philadelphia when called by at least 3 Board Members, or by the President, specifying the time, place and business to be transacted. No business shall be transacted at such special meeting other than that specified in the notice.

J. **Meeting Notices.** Notice for any meeting of the Board shall be sent to each Director at least one week prior to the date of such meeting. Notice of Special Meetings may be given orally or in writing at least 24 hours prior to the meeting time. Written notice may be accomplished by sending the time, place, and purpose of such a meeting by postal mail, electronic mail or facsimile.

K. **Quorum.** A majority of the Directors in office shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the Directors participating in a meeting at which a quorum is present shall be the acts of the Board of Directors.

L. **Vacancies.** Vacancies in the Board shall be filled by the decision of a majority of the remaining Directors, even if such number does not constitute a quorum. A Director selected to fill a vacancy shall serve until the next Annual Meeting. If any Director shall be absent from any three meetings of the Board without excuse, that Director shall be deemed to have resigned from office and a vacancy shall be deemed to exist.

M. Removal of a Director. A Director may be removed without cause, as determined by a two-thirds (2/3) vote of the Board or by a two-thirds (2/3) vote of the Voting Members.

N. Limitations of Power of Board. The Board of Directors shall not have the authority without the prior approval of the Voting Members to make any contract whereby CNA shall be liable, directly or indirectly, in an amount in excess of CNA's current assets less any outstanding obligations.

O. Conflicts of Interest. No Director may vote on any resolution of the Board pertaining to a contract or transaction if that Director has a financial interest in such contract or transaction. Notwithstanding the foregoing, any Directors who disqualify themselves from voting on such a resolution may participate solely for the purpose of constituting a quorum at the meeting at which such vote takes place; such contract or transaction may then be approved by the Directors present and eligible to vote upon such contract or transaction.

P. Financial Report. The Board of Directors shall present annually to the Members a report, verified by the President and Treasurer or by a majority of the Directors, showing the assets and liabilities of CNA and the principal changes in assets and liabilities. The Annual Report shall be filed with the minutes of the meeting of the Members.

Q. Annual Report. On or before April 30 of any such year following a year in which CNA has elected new officers, the Board of Directors shall cause an Annual Statement of Nonprofit Corporation to be made and submitted to the Secretary of the Commonwealth of Pennsylvania as long as such reporting is required by law.

R. Written Consent in Lieu of a Meeting. Any action that may be taken at a meeting of the Board of Directors may be taken without a meeting if consent in writing, setting forth the action or actions so taken, is signed by all of the Directors and filed with the Secretary of CNA.

ARTICLE VII - OFFICERS

I. OFFICES; ELECTION OF OFFICERS.

- A. Offices. CNA shall have a President, Vice President, Secretary, and Treasurer and such additional offices as created from time to time by a majority vote of the Board.
- B. Election by Board. Each Officer shall be elected by the Directors and shall serve without compensation, except that Officers may be reimbursed by CNA for certain reasonable out-of-pocket expenses related to CNA work. The Officers shall be elected by the Directors at the 1st meeting of the Directors following the annual meeting.
- C. Term. Each Officer shall be elected to a one-year term.
- D. Eligibility. All Officers shall be natural persons at least 18 years of age and also Directors of CNA.

II. OFFICER DUTIES.

- A. President. The President shall be the Chief Executive Officer of the corporation; shall preside at all meetings of the members and Directors at which he or she is present; shall have general and active management of the affairs of the corporation; and shall ensure that all orders and resolutions of the members and Directors are effected. The President shall execute bonds, mortgages and other documents requiring a seal of the corporation; shall be ex-officio a member of all committees; and shall have the general powers and duties of supervision and management usually vested in the office of President of a

Pennsylvania nonprofit corporation. The President shall be the official spokesperson for the corporation except when delegating that responsibility to another Member or Director. The President shall appoint all committee chairpersons, subject to confirmation by the Board.

- B. Vice President. The Vice President shall perform the duties of the President in the absence or incapacity of the President and such other functions as the President and the Board shall designate.
- C. Secretary. The Secretary shall record the minutes of CNA Board meetings, the Annual Meeting, and Membership Meetings and shall distribute them to all Directors. The minutes shall be at all times available for examination by any Member. The Secretary shall give, or cause to be given, notice of all meetings of the Board and of the membership of CNA, and shall perform such other duties as may be prescribed by the President and the Board.
- D. Treasurer. The Treasurer shall have custody of the corporate funds and securities; shall keep full and accurate accounts of receipts and disbursements; shall keep the moneys of CNA in a separate account; and shall disburse the funds of CNA in accordance with resolution of the Board, taking proper vouchers for such disbursements. The Treasurer shall render to the Directors, at the regular Board meetings an account of the financial condition of the corporation; and submit summary statements of receipts and expenditures and all other disbursements to the Board. The Treasurer shall be the chairperson of the Finance Committee.

III. TERMINATION OF OFFICERS. Any Officer may be removed from office, without cause, by a two-thirds (2/3) vote from the Board, provided that notice has been sent to all Directors at least ten days in advance of a meeting at which the vote will be taken stating the time and place of such meeting and the proposed removal of the designated officer.

IV. VACANCIES. If the office of any Officer becomes vacant for any reason, the Board may choose a successor by majority vote, who shall fill the position for the unexpired term

ARTICLE VIII - FINANCES

I. EXPENDITURES; AUTHORIZATION. Expenditures of CNA's funds or any financial commitment in CNA's name in the amount of five hundred dollars (\$500) or more may be made only if the expenditure or commitment is (A) approved by specific resolution of the Board; or (B) is made pursuant to an itemized budget approved by the Board. No expenditures or commitments may be made nor funds withdrawn from any account of CNA except upon a check, draft, or order signed by any two of the following officers: the President, Vice President, Secretary and Treasurer. Expenditures that are not authorized under this Section shall require board approval.

II. BUDGET. Prior to the end of each fiscal year, the Finance Committee, after consultation with the Executive Committee, shall submit to the Board for its approval an itemized budget of projected income and expense for the next fiscal year.

III. DUES. Dues for the each class of Members shall be determined by the Board from time to time and shall be billed on an annual basis. No Member who is more than 30 days delinquent in the payment of his or her dues shall be eligible to vote.

ARTICLE IX - COMMITTEES

I. ESTABLISHMENT; POWERS. The Board may, by resolution adopted by a majority of the Directors, establish one or more committees, including but not limited to those listed below. Any such committee, to the extent provided by resolution of the Board, shall have and may exercise all of the powers and authority of the Board, except that

no committee shall have any power to create other committees. The President shall elect the Chair of each Committee annually. Board Members and Voting Members may serve on Committees as determined by the Chair of the Committee.

A. Standing Committees. The standing committees of CNA shall be the Executive, Nominating, Finance and Zoning Committees.

1. Executive Committee. The Executive Committee shall consist of the officers. It shall have full power to act on behalf of CNA in all matters requiring attention between meetings of the Board. However, whenever possible, action of the Executive Committee should be made subject to approval by the Board.

2. Nominating Committee. The Nominating Committee shall consist of an odd number of at least five members, not less than three of who shall be Board members. Members of the Nominating Committee shall be selected annually by the President with the approval of a majority of Directors. The Nominating Committee shall meet prior to the Annual Meeting and shall chose a slate of directors to be nominated by the Nominating Committee at the Annual Meeting. To whatever extent reasonable, nominees should represent the geographic as well as other diversities of the community. This slate of directors shall be submitted to the Members in the notice of the Annual Meeting. Nothing herein contained shall, however, prevent any Member in good standing from nominating any qualified individual for Director who is in attendance at the Annual Meeting and is willing to serve in accordance with Article V.

3. Finance Committee. The Finance Committee shall consist of at least three members: the Treasurer who shall serve as chairperson, and at least two other Board members who shall be selected annually by the President with the approval of a majority of the Directors.

4. Zoning Committee. The President shall appoint annually a Board member to be the chairperson of the Zoning Committee. The appointment shall require the approval of the Board. The membership of the Zoning Committee shall be determined in accordance with guidelines prepared by the Zoning Committee and approved by the Board.

B. Other Committees. CNA shall have such other committees as may be created by the Board from time to time. The resolution creating the committee shall specify its purpose and the authority of the committee. If the resolution creating a committee does not name committee members or provide a method for naming them, such members shall be appointed by the President from among Members of CNA. The President shall appoint Directors annually to be chairpersons of these committees.

ARTICLE X - FISCAL YEAR

The fiscal year of the corporation shall be from January 1st of each year to December 31st of the following year.

ARTICLE XI - AMENDMENT

All amendments to these by-laws shall be proposed to the Members by the Board of Directors and shall become effective upon receiving a two-thirds vote at any meeting at which a quorum of the Voting Members is present. The full text of any such proposed amendment shall be included in the notice of the meeting. Only those amendments which have been approved by at least two-thirds of the Board shall be proposed to the Members.

ARTICLE XII - LIMITATION OF DIRECTORS LIABILITY AND INSURANCE

I. LIMITATIONS ON LIABILITY. No Director shall be personally liable for monetary damages which arise out of any action taken or any failure to take any action on behalf of CNA unless:

A. The Director has breached or failed to perform the duties of his or her office under 8363 of the Pennsylvania Directors' Liability Act (relating to standard of care and justifiable reliance; and

- B. The breach or failure to perform constitutes self-dealing, willful misconduct or recklessness; provided, however, that the provisions of this Section shall not apply to the responsibility or liability of a Director pursuant to any criminal statute or to the liability of a Director for the payment of taxes pursuant to local, state or federal law.

II. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

A. Right to Indemnification. Each Indemnitee (as defined below) shall be indemnified and held harmless by CNA for all actions taken by him or her and for all failures to take action (regardless of the date of an such action or failure to take action) to the fullest extent permitted by Pennsylvania law against all expense, liability and loss (including without limitation attorneys' fees, judgments, fines, taxes, penalties and amounts paid or to be paid in settlement reasonably incurred or suffered by the Indemnitee in connection with any Proceeding (as defined below). No indemnification pursuant to this Section shall be made however in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

B. Costs of Indemnification. The right to indemnification provided in this Section shall include the right to have the expenses incurred by the Indemnitees in defending any Proceeding paid by CNA in advance or the final disposition of the Proceeding to the fullest extent provided by Pennsylvania law provided that if Pennsylvania law continues so to require, the payment of such expenses incurred by the Indemnitees in advance of the final disposition of a Proceeding shall be made only upon delivery to CNA of an undertaking, by or on behalf of the Indemnitee to repay all amounts so advanced without interest if it shall ultimately be determined that the Indemnitee is not entitled to be indemnified under this Section or otherwise.

C. Survival. Indemnification pursuant to this Section shall continue as to an Indemnitee who has ceased to be a Director or Officer and shall inure to the benefit of his or her heirs, executors and administrators.

D. Indemnification of Employees and Other Persons. CNA may, by action of its Board and to the extent provided in such action, indemnify employees and other persons as though they were Indemnitees. To the extent that an employee or agent of CNA has been successful on the merits or otherwise in defense of any Proceeding or in defense of any claim, issue or matter therein, CNA shall indemnify such person against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

For purposes of this Section, (A) "Indemnitee" shall mean each Director or Officer who was or is a party to, or is threatened to be made a party to, or is otherwise involved in, any Proceeding, by reason of the fact that he or she is or was a Director or Officer of the Corporation or is or was serving at the request or for the benefit of the Corporation as a Director, Officer, employee, agent, partner, or fiduciary of, or in any other capacity for, another corporation or any partnership, joint venture, trust, employee benefit plan, or other enterprise; and (B) "Proceeding" shall mean any threatened, pending, or completed action, suit or proceeding (including without limitation an action, suit or proceeding by or in the right of CNA), whether civil, criminal, administrative, or investigative.

E. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses provided in this Article shall not be exclusive of an other rights that any person may have or hereafter acquire under any statute, provision of CNA's Articles of Incorporation or By-Laws, agreement, vote of Directors, or otherwise.

II. INSURANCE. CNA may purchase and maintain insurance at its expense for the benefit of any person on behalf of who insurance is permitted to be purchased by Pennsylvania law against any expense, liability or loss, whether or not CNA would have the power to indemnify such person under Pennsylvania or other law. CNA may also purchase and maintain insurance to insure its indemnification obligations whether arising hereunder or otherwise.

I, the undersigned, being Secretary of the Corporation, hereby certify that the above is a true, complete and accurate copy of the Bylaws as adopted by the Board of Directors on:

Date

Secretary of CNA