

# ASPiRE BY-LAWS

## ARTICLE I. General

**Section 1. Name.** The name of the organization is the Association of Power Ranch Entrepreneurs, which will be referred to as ASPiRE.

**Section 2. Purpose.** The purpose of ASPiRE is to provide a business resource to the 10,000 plus residents of the Power Ranch community while promoting the business owners that reside within or are located within close proximity to Power Ranch. The goal of ASPiRE is to build strong relationships among home owners that will lead to mutually beneficial business relationships, while utilizing the amenities and resources of Power Ranch.

## ARTICLE II. Membership

**Section 1. Membership Requirements.** Membership in ASPiRE is open to 1) any resident of Power Ranch who is current in their Homeowner Association assessments or 2) any business located within five miles of Power Ranch.

**Section 2. Membership Term.** The membership term shall be January 1 through December 31 of each year.

**Section 3. Annual Dues.** Annual dues are payable directly to the Homeowner Association. Dues are to be paid in full upon joining ASPiRE and are non-refundable.

Dues are based on a calendar year, and will not be pro-rated, except members joining October, November, or December will pay 25% of their purchased membership level so long as they also purchase the same level of membership for the following calendar year. Additionally, existing members may move up a membership level anytime before the end of September and only pay the difference between their current membership level and new membership level. An existing member may move up a membership level in October, November, or December and pay in full the 25% reduced rate of the new membership level, so long as they also purchase the same level of membership for the following calendar year.

**Section 4. Termination of Membership.** At any time the Homeowners Association Liaison, Leadership Team, or full ASPiRE membership may terminate a membership for any reason including, but not limited to, failure to pay Homeowner Association assessments, inappropriate behavior, or illegal behavior.

### ARTICLE III. Meetings

**Section 1. Regular meetings.** A regular meeting of the ASPIRE shall be held on the second Tuesday of each month at the Ranch House from 7:00 p.m. to 8:00 p.m. The Leadership team may cancel a regularly scheduled meeting at any time with advance notice to the Members. An example agenda for the regular meetings may include, but is not limited to, 1) Introduction and Member 30-second commercial, 2) information on upcoming ASPIRE events, 3) upcoming networking opportunities, 4) cross-marketing opportunities, 5) 10-minute Member presentations, 6) testimonials, and/or 7) roundtable discussion.

**Section 2. Open Networking.** The Leadership team may schedule open networking from 6:30 p.m. to 7:00 p.m. before any regular meeting and may have a Member "sponsor" this time.

**Section 3. Special meetings.** In addition to regular meetings, the Leadership Team may schedule additional meetings, with advance notice to the Members.

**Section 4. Voting Privileges.** Each Membership is entitled to one vote. Only a Member in good standing may vote on any ASPIRE matter.

**Section 5. Notification of Upcoming Vote.** The Leadership Team must notify Members at least ten (10) business days in advance of any upcoming vote at either a regular or special meeting.

**Section 6. Quorum.** Unless these bylaws provide otherwise, there is no minimum number of Members that must attend a meeting to constitute a quorum for voting purposes. All votes we will be by majority of Members, attending in person or voting by email, on any issue.

**Section 7. Vote by Email.** Unless these bylaws provide otherwise, a Member in good standing may vote by email on any issue if they cannot attend a meeting in person. A vote by email must be sent to the Director of Membership at least forty-eight (48) hours prior to the meeting that a vote will take place.

### ARTICLE IV. Leadership Team

**Section 1. Leadership Team.** The Leadership Team will be comprised of three Members in good standing acting in the following roles: Director of Membership, Director of Marketing, Director of Events. A Member may only serve in one position at a time. A Member may serve on the Leadership Team in consecutive years. The Directors of

Membership and Events must be a resident of Power Ranch. The Director of Marketing may be a resident or non-resident.

**Section 2. Duties of Director of Membership.** The Director of Membership is responsible for coordinating membership recruitment; communicating with prospective members; answering questions, helping enroll and sending welcome information to new members; introducing new Members to ASPIRE; maintaining a spreadsheet of all members' pertinent information; notifying Members about upcoming meetings and/or votes; using innovative techniques to highlight members and keep social media relevant; and acting as meeting facilitator in the absence of the Director of Events.

**Section 3. Duties of Director of Marketing.** The Director of Marketing is responsible for coordinating and/or updating the website (if skills allow); ensuring member information is accurately displayed on the website and all promotional materials; marketing ASPIRE events to the community through print, social media, and other innovative ideas; coordinating and recruiting ASPIRE members for the Farmer's Market; acting as liaison with Homeowner's Association Liaison for additional ASPIRE marketing opportunities; and acting as meeting facilitator in the absence of the Director of Events and Director of Membership.

**Section 4. Duties of Director of Events.** The Director of Events is responsible for facilitating the regular, open-networking and special ASPIRE meetings; planning for and acting as on-site event coordinator for ASPIRE events; acting as liaison to the Homeowner's Association for planning ASPIRE events; recruiting/managing volunteers for ASPIRE events, and organizing quarterly ASPIRE social mixers.

**Section 5. Working with Homeowner's Association.** The Leadership Team, in consultation with the Homeowner Association Liaison, will agree upon the dates/events of ASPIRE events prior to each calendar year.

**Section 6. Leadership Team Meetings.** Each Leadership Team will determine the location and frequency of the Leadership Team meetings.

**Section 7. Term of Office.** The term of office will coincide with the Membership Term.

**Section 8. Voting for Leadership Team.** Any member in good standing interested in serving on the Leadership Team may self-nominate him/herself by notifying the current acting Director of Membership by October 31 of any year. The subsequent year's Leadership Team will be voted in during the regularly scheduled November meeting.

**Section 9. Resignation or Removal.** Any Leadership Team Member may resign at any time. Any Leadership Team Member may be removed by a majority vote of the Members voting in person or by email at any regular or special meeting.

**Section 10. Vacancy.** If at any time a vacancy exists on the Leadership Team, Members must be notified of the vacancy, and any Member in good standing may self-nominate him/herself to fill the vacancy. A vote to fill the vacancy will take place at the next regularly scheduled monthly meeting, unless a special meeting is called.

**Section 11. Dues Waiver.** All Leadership Team members will have their annual dues in the amount of the Ranch House level membership waived for the calendar year they are acting in a leadership capacity plus \$120 in ASPIRE credit to be used to for additional room rental space or vendor booth space. If a Leadership Team member chooses to purchase a higher-level membership, the cost of the Ranch House level membership will be deducted from their account balance.

If a Leadership Team member resigns prior to the end of the leadership term, and chooses to remain a Member of ASPIRE, that Member must remit the remaining pro-rated amount of the Ranch House level membership to the Homeowner's Association within fifteen days. Example: Leadership Team member with a Ranch House level membership resigns on October 15. Member must remit payment to the Homeowners' Association in the amount of \$150 (\$50 Ranch House level membership for each of October, November, and December) by Oct. 30 to remain an ASPIRE Member.

Any member who joins the Leadership Team mid-term and serves a partial year will have a pro-rated amount of a Ranch House level membership deducted from their following year's dues. Example: Ranch House membership costs \$600 per year, or \$50 per month. Member joins Leadership Team on Oct. 15. Member will get a \$150 credit (\$50 for each of October, November, and December) towards their next year's ASPIRE membership.

## ARTICLE V. Membership Levels

**Section 1. General.** There are three levels of ASPIRE membership: Barn, Ranch House, and Windmill.

**Section 2. Business Category Limitations.** Each level of membership is limited to a certain number of industry specific Members. Priority will be given in the following manner:

1. Existing resident members may retain their same membership level
2. Existing non-residents may retain their level membership
3. Existing resident members may fill any higher or lower level of membership that is open\*
4. Existing non-resident members may fill any higher or lower level of membership that is open\*
5. Prospective resident members\*
6. Prospective non-resident members\*

\*NOTE: If there are more members or prospective members at any level than there are open positions, members or prospective members will flip a coin to fill the category. Example 1: There are 2 existing Barn level members in the carpet cleaning category. Two existing resident members who were Ranch House level, choose to move down to Barn level. Because there is only 1 Barn level membership open, the two existing resident members will flip a coin to determine who may move down to the Barn level. Example 2: There are 2 existing Barn level members in the carpet cleaning category. Two prospective non-residents attend the monthly ASPIRE meeting and are interested in joining. These two prospective members will flip a coin to see who may join at this level.

The Leadership Team and Homeowner Association Liaison are responsible for determining the industry categories, when a category at any level is filled, and if there any conflicts between categories. If a conflict exists, the Leadership Team and Homeowner Association Liaison will determine how to resolve the conflict; and the Director of Membership will work with the affected Members to ensure the resolution.

**Section 3. New Resident, or Resident with New Business Exception.** If all six memberships within a category have been filled, a prospective member meeting one of the below qualifications may petition the Leadership Team in writing for a determination as to whether to allow an additional Barn membership in that prospective member's category. This decision is in the Leadership's team's absolute and unreviewable discretion. To qualify, a prospective member must either be:

1. A resident that moved into Power Ranch within the last twelve (12) months; or
2. A resident that started a new business within the last twelve (12) months.

**Section 4. Benefits of Barn Membership.** The Barn level may have up to three Members in each industry category and membership benefits include:

- Online directory listing with link to website
- Printed directory listing (members joining after January 1 will be added to master directory at next printing)
- Monthly membership meeting access
- Business highlighted at ASPIRE quarterly events
- Opportunity to staff the ASPIRE table at the Power Ranch Farmer's Market (priority, however, is given to Windmill Member)

**Section 5. Benefits of Ranch House Membership.** The Ranch House level may have up to two Members in each industry category and membership benefits include all of the benefits of the Barn membership plus:

- Free meeting space at the Ranch House during normal business hours
- Featured at least one time per year in the weekly Power Ranch Bulletin
- 50% vendor booth discount at any Power Ranch event
- One 10% discount on any size advertisement in the Power Ranch Living Magazine

- Opportunity to staff the ASPIRE table at the Power Ranch Farmer's Market (priority, however, is given to Windmill Member)
- Free room space and promotion of one seminar or workshop at Power Ranch

**Section 6. Benefits of Windmill Membership.** The Windmill level may have only one Members in each industry category and membership benefits include all of the benefits of the Ranch House membership plus:

- Featured at least two times per year in the weekly Power Ranch Bulletin
- Opportunity to staff the ASPIRE table at the Power Ranch Farmer's Free room space and promotion of two seminars or workshops at Power Ranch
- Business featured in all print materials, online materials, and website
- Free vendor booth annually
- Free \$500 event sponsorship
- Featured in the Power Ranch Living Magazine annually
- Opportunity to speak at each New Resident Welcome Party
- Full-page flyer distributed in an all New Member Welcome Packets
- Opportunity to give 10-minute presentation at regularly scheduled meeting one time per calendar year

**Section 7. Cost of Membership.** Barn, \$120 per year. Ranch House, \$600 per year. Windmill, \$1,200 per year. The Homeowner Association Liaison, in consultation with the Leadership Team, may increase membership costs effective the next calendar year, without a vote of the Members.

**Section 8. Changes to Benefits.** Benefits at each level are subject to availability and may change without prior notice. Example: the Power Ranch Living Magazine is not produced by the Homeowner's Association. If that production ceases, or if the producer no longer will honor a 10% discount on advertisement space, that Member benefit will cease.

**Section 9. Accounting.** The Homeowner Association Liaison is responsible for properly accounting for Members benefits within the Homeowner's Association budget.

## ARTICLE VI. Amendments

**Section 1. Revisions.** These By-Laws may be amended or altered subject to the presence of a quorum and notice as outlined in Article III, Section 5 and 6. Any proposed amendments or alterations must be submitted to the Leadership Team in writing at least fifteen (15) days in advance of the meeting at which they are to be acted upon to ensure the Leadership Team has time to provide proper notice to members.

Adopted: November 13, 2013  
 Amended: September 9, 2014  
 Amended: October 13, 2015