

**BY-LAWS OF THE
AUTISM SOCIETY GREATER HARRISBURG AREA (ASGHA)
AFFILIATE OF THE AUTISM SOCIETY (AS – National Office)**

MISSION AND VISION

Our Mission

Improving the lives of all affected by autism

Our Vision

The Autism Society envisions individuals and families living with autism are able to maximize their quality of life, are treated with the highest level of dignity, and live in a society in which their talents and skills are appreciated and valued

Autism Society Mission Areas

The development of five “core competencies” as a means to implement the Autism Society’s Mission and Vision is proposed in the Autism Society’s new strategic plan. Those areas include:

Advocacy

- Proactively informing, influencing, guiding and developing public policy at the federal, state and local levels in collaboration with the greater disability community
- Advocating for multi-disciplined approaches to autism research
- Advocating for inclusion, participation and self-determination in all aspects of life for individuals on the autism spectrum and their families

Education

- Providing accessible and relevant information that supports stakeholder ability to make informed choices
- Maintaining an authoritative body of autism information and knowledge
- Supporting proactive community outreach and education

Support

- Encouraging and fostering a strong grassroots network that is an integral part of a larger community
- Creating local connections

Services

- Building capacity within local communities for service delivery to individuals and their families

Research

- Translating research results into applied practice in everyday lives
- Identifying and promoting research that will improve the lives of people on the autism spectrum and their families

AFFILIATE BY-LAWS

ARTICLE I MEMBERSHIP

Section 1. *Eligibility* – Any person who supports the mission and vision of the ASGHA as stated above will be eligible for membership.

Section 2. *Admission to Membership* -- Any person, or family, who pays and maintains current dues determined by the Board of Directors (hereafter referred to as the Board) shall be granted membership.

Section 3. *Revocation of Membership* – Any member who ceases to support the mission and vision of ASGHA or is in arrears of any dues may have their membership revoked as determined by the Board.

ARTICLE II MEETINGS

Section 1. *Meeting Types* – There will be meetings designated as Regular Meetings of the Affiliate members whose purpose is to carry out the Affiliate’s mission. There will be meetings of the Board, and Business Meetings that include the Affiliate’s Annual Meeting whose purpose is to carry out the business of the Affiliate.

Section 2. *Regular Meetings* – Regular Affiliate meetings may be held monthly with a minimum of four (4) times per year, to include the Annual Meeting, at a location and time established by the Board. Members will be given at least fourteen (14) days advanced written notice of the meeting and its purpose or content (hereafter, all references to “written notice” may include postal mail, electronic mail, newspaper notice, social media, fliers, etc.).

Section 3. *Meetings of the Board of Directors* – The Board will meet at a minimum quarterly per year and more often as needed at the discretion of the Executive Committee.

Section 4. *Annual Meeting* – An annual meeting of the Affiliate membership will be held in May of each year to elect the Board of Directors. Members will be given at least one month’s advanced notice of the meeting and the agenda. The President will make a report to the membership and a financial report will be made available for inspection and discussion. Members may call for items to be placed on the agenda by advising the Affiliate’s President or Secretary at any time up to two (2) weeks prior to the Annual Meeting. Other items may be taken up from the floor subsequent to the advance agenda items.

Section 5. *Voting*

- (a) Each member is eligible to vote and shall be entitled to one vote. Family membership shall be counted as having 2 votes.
- (b) Items may be placed on the annual ballot if they are received by a member of the Executive Committee in writing at least thirty (30) days before the Annual Meeting and they are approved by a majority of the Board. Further, a majority of the members present at the Annual Meeting may recommend to the Board that an item(s) appear on the next ballot. The Board shall take action on all such recommendations within thirty (30) days.
- (c) The same procedures apply to ballots for Special Meetings or for such other items as the Board wishes to submit to the general membership for consideration.

Section 6. *Special Meetings* – Special Meetings of the Affiliate membership may be called by the President or by a majority of the Board. Members will be given a minimum of seven (7) days advanced written notice of the meeting and the agenda.

Section 7. *Authority* – Except where inconsistent with these bylaws or the laws of the AS, Robert’s Rules of Order (latest revision) will govern the conduct of the meetings of the Affiliate’s Board and the Annual Meeting.

ARTICLE III BOARD OF DIRECTORS

Section 1. *Composition, size and role* – The Board is responsible for the overall policy and direction of the organization, and may delegate responsibility of day to day operations to the officers and committees. A quorum of at least 50 percent (50%) of Board members must be present for the Affiliate’s business transactions to take place and motions to pass. The Board will have no fewer than eight (8) members and up to thirteen (13) total members. The Board receives no compensation but may be reimbursed for Affiliate related expenses that have been approved in advance. Board Directors are required annually to attend at least 75% of the regularly scheduled Board meetings (e.g. 8 out of 11), to serve on at least one (1) committee, to help with at least one (1) major event, and must reside in one of the counties served by the Affiliate. Special exceptions to these requirements can be made by a majority vote of the Executive Committee.

Section 2. *Terms* – All Board members will serve two-year terms and are eligible for re-election at the end of each term, unless removed for cause (see Article IV, Section 8) or a successor is elected for said chair during general elections. If a board member has been elected for ten consecutive terms without a successor being nominated and/or elected to the chair, the Board will evaluate how to proceed with future nominations of the board member. Terms of office will be staggered as directed by the Board. The term of office begins at the first Board meeting following the election. Only members of the AS are eligible for Board election. Board members who have been previously removed for cause may not be considered for re-nomination unless two-thirds (2/3) of

the existing Board agree to the re-nomination. Board members who were removed for cause while serving as an officer may not be re-nominated (see Article IV, Section 8).

Section 3. *Powers* – The Board is the governing body of the Affiliate. The Board will have the lawful powers to carry out the purposes of and conduct the business of the Affiliate. The Board will have no power to amend the bylaws of the Affiliate except at the direction of the members of the Affiliate pursuant to Article X (Amendments) of these bylaws.

Section 4. *Vacancy* – In the event an elected Board member dies, resigns in writing, loses membership in the AS, becomes physically unable to carry out the duties of a Board member, or is removed for cause, in accordance with procedures for Officers in Article IV, Section 8, the Board will, within ninety (90) days, select by a majority vote of all current BOD members, a person to fill the vacant seat to serve the remainder of the unexpired term.

Section 5. *Meetings* – The Board will meet at a minimum, quarterly, per year, at an agreed time and place. An official Board meeting requires that each Board member have written notice at least fourteen (14) days in advance. Special meetings may be called by the President. Regular or Special meetings may be held in person or via electronic real-time communication.

Section 6. *Order of Business* – Unless otherwise approved by the Board, the order of business will be:

- Introductions
- Approval of the minutes of the preceding meeting
- Reports of Board Officers
- Old business
- Reports by committee chairs
- New business
- Adjournments

Section 7. *Voting* – Except as otherwise provided by these bylaws, all actions of the Board will be taken by majority vote of the Board members present in person or via electronic real-time communication at any meeting. A minimum quorum must be present as stated in Article III, section 1.

Section 8. *Voting by Electronic Mail* – Any action required or permitted to be taken by the Board may be taken upon written notice by electronic mail with electronic signature without a meeting if (i) the voting by electronic mail is initiated by the President, (ii) a Board Meeting is not scheduled within seven (7) days, and (iii) a majority of the Board so consents to an electronic mail vote.

Section 9. *Action Without Meeting* - Any action required or permitted to be taken at a meeting of the Board or the members of any committee of the Board may be taken without a meeting if all members of the Board or the committee of the Board shall individually or collectively consent in writing to such action. Such consent or consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board.

Section 10. *Participation in Meetings by Conference Telephone* - Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting are in simultaneous communication with one another.

ARTICLE IV AFFILIATE OFFICERS

Section 1. Following the Annual Meeting announcement of the election results, the new Board will meet during the month following the Board elections for the purpose of electing, by majority vote from within its members, the officers as specified in these bylaws.

Section 2. *Number* – The officers of the Affiliate will be the President, Vice President, Secretary and Treasurer.

Section 3. *Terms* – Each officer of the Board will be elected by a direct majority vote of the Board of Directors. Officers will serve two-year terms and will be eligible for renewal pending renomination and a new direct majority vote of the Board. If an officer has been elected for ten consecutive terms without a new officer being nominated and/or elected, the Board will determine how to proceed with future nominations of said officer. The term of office begins at the first Board meeting following the election. The term of office for an Officer supersedes the existing Board member term, in order to keep renewals staggered.

Section 4. *President* – The President will preside at all meetings of the Affiliate, the Board and the Executive Committee. To ensure the most effective operation of the Affiliate, the President will exercise oversight of all committees and may attend committee meetings as needed or desired. The President will, with the advice and consent of the Board, appoint the Chairs of all special and standing committees. The President will present a progress report of the year's activities at the Affiliate's Annual Meeting. At the September Board meeting of each year, the President, with the Treasurer, will present a preliminary budget for the next fiscal year to be approved by the Board on or before the December Board meeting. The President will be empowered to conduct official business for the Affiliate as may be necessary by mail, by telephone, or by electronic mail. The President will have other powers and duties as prescribed by these by-laws.

Section 5. *Vice-President* – The Vice-President will assist the President in the performance of his/her duties and will assume such other duties as are assigned by the President. In the absence of the President, the Vice-President will assume the duties of the President, and will preside at the meetings of the Affiliate, of the Board and of the Executive Committee. In the event that the President is unable to serve, the Vice-President will succeed to the office of the President for the remainder of the President's term.

Section 6. *Secretary* – The Secretary will keep an accurate record of the proceedings of the Annual Meeting, all meetings of the Board, and of the Executive Committee. The Secretary will be the custodian of all the records of the Affiliate except those specifically assigned to others. An up-to-date membership list will be maintained by the Secretary who will send out notices of all meetings of the Affiliate, of the Board and of the Executive Committee. If voting is done by mail or electronic mail, the Secretary will cause all ballots, approved by the Board, to be prepared, validated and counted. Such correspondence as may be requested by the President or the Board will be conducted by the Secretary. The Secretary will have the authority to delegate the above actions to a paid assistant to the organization as needed or can divide his/her duties to another Board member; i.e. create Recording and Corresponding secretary positions.

Section 7. *Treasurer* – The Treasurer, under the supervision of the President, will have the oversight of the receipt and deposit in the name of the Affiliate of all revenues received by the Affiliate and the disbursement of funds. The Treasurer will be responsible for the financial records of the Affiliate, and will assist the President with the preparation of the annual budget, oversee preparation and filing of taxes for the Affiliate, and present a financial overview of the Affiliate at each Board meeting.

Section 8. *Vacancies* – In the event an Officer dies, resigns in writing, loses membership in the AS, becomes physically or otherwise unable to carry out the duties of the office, or is removed for cause, the Board will within ninety (90) days, by a majority vote name a person to succeed him/her to fill the unexpired term. A vacancy in office, with the exception of the President, will be filled from among those presently serving as elected Board members. If none of the existing Board members are available or qualified to fill the vacant office, the Board may, by three-fourths (3/4) vote, fill the position from outside the Board, providing that the individual meets the requirements of membership for ASGHA.

The Board may, by three-fourths (3/4) vote; vacate any office for cause whenever the Board determines that the incumbent is physically or otherwise unable to perform the duties of such office. The Officer affected shall be given, by registered mail, notice of any such proposed action of the Board together with a detailed statement or reason at least thirty (30) days before the removal action by the Board. The Officer shall have

the right to respond to such notice within thirty (30) days after the receipt of such notice. No removed Officer may succeed to any other office.

ARTICLE V EXECUTIVE COMMITTEE

Section 1. *Composition* – The Executive Committee will consist of the President, Vice President, Secretary, and Treasurer.

Section 2. *Powers* – The Executive Committee will exercise all powers of the Board during the intervals between meetings of the Board, as well as any powers delegated by the Board to the Executive Committee. All decisions of the Executive Committee will be promptly reported to the Board no later than at its next succeeding meeting and will be subject to approval, revision or alteration by the Board provided that no irrevocable rights of third parties shall be affected by such revision or alteration, before any action is taken. If no Board meeting is scheduled within thirty (30) days of any decision taken by the Executive Committee, such decision shall be presented to the Board in accordance with the provisions of Article III, Section 7.

Section 3. *Meetings* – Meetings of the Executive Committee may be called by the President on his/her own initiative. Written notice of every meeting will be given to each member of the Executive Committee. Notification and type of meeting (be it in person, electronic, or voice) will be provided to every member of the committee.

Section 4. *Quorum* – Quorum for the Executive Committee is three members. A majority vote of the members present or on the line for the telephone conference call will be required for decisions or actions by the Executive Committee.

ARTICLE VI NOMINATIONS AND ELECTIONS

Section 1. *Nominating Committee* – A Nominating Committee, Chaired by a Director appointed by the President plus two (2) members of the Affiliate, shall be appointed in February, but no later than March 15th of each year by the President with the advice and consent of the Board. No member of the Nominating Committee will be a candidate for the Board in that year's election. The Secretary will inform the Committee of the number of seats to be filled.

Section 2. *Notice* – No less than forty-five (45) days prior to the Annual meeting, there will be a call for nominations made via written notice. Nominations from the membership will be made in accordance with procedures approved by the Board and published with the call for nominations.

- Section 3. *Qualifications* – Any member who meets the requirements outlined in Article III, Section 1, is eligible to be nominated for a position on the Board except as noted in Section 1 above.
- Section 4. *Nominations* – The Nominating Committee may nominate at least one person for each vacant seat on the Board. Members of the Affiliate may also make nominations by mail, electronic mail, or at an Affiliate meeting.
- Section 5. *Candidates* – A nominee will become a candidate for a Board Director by nomination of the Nominating Committee and by approval of a majority of the current Board.
- Section 6. *Elections* – In accordance with procedures established by the Board of Directors, the Secretary will prepare an official ballot together with information on the candidates. The ballots and election materials will be provided to all Affiliate members no later than thirty (30) days prior to the Annual Meeting. If election occurs by written mail or electronic mail, all ballots to be counted for the election must be returned to the office of the Affiliate or the electronic mail address of the Secretary and postmarked no later than seven (7) days prior to the Annual Meeting. Members attending the Annual Meeting may cast their ballot in person at that meeting. The results of the election will be announced at the Annual Meeting.

ARTICLE VII COMMITTEES

- Section 1. *Committees* – In addition to the Executive Committee, the Board shall create other committees. The Board shall determine the jurisdiction and number of members, except where otherwise designated in these bylaws, of each committee. Each committee chair (or designated proxy) shall report to the Board at the Board meetings the progress and plans of that committee. Whenever possible, committees shall consist of an odd number of members. If the committee is deadlocked on a decision, the issue shall be brought to the entire Board for discussion and resolution.
- Section 2. *Committee Chairs* – The Board will approve the Chair of the Committees who will keep the President advised on the activities and decisions of the committee and give progress reports as requested by the President. The chairperson is responsible for scheduling their committee meetings, and giving updates at Board meetings. The chairperson may delegate these responsibilities as needed.
- Section 3. *Ad Hoc Committees* – At the discretion of the Board, a focused and time limited Ad-Hoc Committee can be formed to accomplish a specific initiative; i.e. Personal locator devices, Strategic Planning.

Section 4. *Liaisons* – The Board may appoint liaisons with other organizations or groups as needed. The Liaison will report to the President who will pass on the information to the Board.

Section 5. *Powers* – The Board shall specify the powers of each committee, except that no such committee (including the Executive Committee) shall have any power or authority as to the following:

- (a) The filling of vacancies in the Board (except the Nominating Committee);
- (b) The adoption, amendment, or repeal of the Bylaws;
- (c) The amendment or repeal of any resolution of the Board;
- (d) Action on matters committed by the Bylaws or resolution of the Board to another committee of the Board; or
- (e) The purchase, mortgage, leasing, or disposal of real estate.

ARTICLE VIII ADMINISTRATION

Section 1. *Appointment of Employees* – The Board, bearing in mind the activities and the financial resources of the Affiliate may authorize appointment or employment of persons to carry out designated duties for the Chapter Affiliate on a compensated basis.

Section 2. *Compensation of Officers and Board Members* – Officers and Board Members will not receive any salary or other compensation. An Officer or Board Member may receive compensation for services performed in a capacity other than that of an Officer or Board Member as approved by the Board.

Section 3. *Acts of the Affiliate* – No person will act in the name of the Affiliate except as authorized in these bylaws or by the Board or the President. No person will, without the approval of the President or the Board, send any letter, notice, or other written communication in the name of the Affiliate to the members of the Affiliate or to any other person including an association, government agency, or public official regarding policy matters of the Affiliate.

Section 4. *Fiscal Year* – The fiscal year of the Affiliate will follow the fiscal calendar year, January 1st through December 30th.

ARTICLE IX LOCAL AFFILIATE OPERATIONS

Section 1. *Policy* – The Affiliate will restrict its political activities in a manner consistent with the limitations imposed on organizations incorporated with the primary purpose of promoting educational, charitable, or scientific activity as set forth in Section 501(c) 3 of the Internal Revenue Code or successor statute.

Section 2. *Dissolution of the Affiliate*

- (a) If the Affiliate's status is terminated for any reason, all assets of the Affiliate must devolve to the AS National office within sixty (60) days of notification. Furthermore, the name of the Affiliate, its affiliation with AS and use of the AS's logo are prohibited as of the termination date.

ARTICLE X – AMENDMENTS TO THE BYLAWS

Section 1. *Proposal(s) to Amend* – A proposal to alter, amend, repeal or adopt bylaws of the Affiliate may be made either by the Board through a majority vote, or by one-fifth (1/5) of the Affiliate members in writing to the Board of Directors.

Section 2. *Adoption of Proposed Changes* – Any such proposed changes will be transmitted to the Board and written notice thereof will be sent to all members. These bylaws may be amended, revised or repealed by the approval of two-thirds (2/3) of those members responding by written ballot within thirty (30) days of the sending of the ballots. If more than one (1) article or section is to be voted on, each must be voted on separately.

Section 3. *Restrictions* – No provision of these bylaws may be amended, repealed, or adopted where the effect of such action is inconsistent with the Affiliate's status as a nonprofit charitable organization under the laws of the state of Pennsylvania.

ARTICLE XI – REAL ESTATE

ASGHA shall not purchase, receive, accept, acquire, sell, mortgage, lease, or otherwise dispose of its real property or interests therein unless authorized by the vote of two thirds of the members in office of the Board.

ARTICLE XII: LIMITATION OF LIABILITY AND INDEMNIFICATION

Section 1. *Limitation of Liability* - A director, officer or employee of this Corporation shall not be personally liable for monetary damages as such for any action taken, or any failure to take action, unless the director has breached or failed to perform the duties of his or her office under Section 8363 of the Pennsylvania Directors' Liability Act (relating to standard of care and justifiable reliance) as amended from time to time, or any successor provision, and the breach or failure constitutes self-dealing, willful misconduct or recklessness. This provision shall not apply to the responsibility or liability of a director pursuant to any criminal statute or the liability of a director for payment of taxes pursuant to local, state or federal law.

Section 2. *Indemnification* - ASGHA shall indemnify any officer or director (or employee or agent designated by majority vote of the Board to the extent provided in such vote)

who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including action by or in the right of ASGHA) by reason of the fact that he or she is or was a director or officer (or employee or agent) of ASGHA or is or was serving at the request of ASGHA as a director officer (or employee or agent) of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding. Officers and directors of any subsidiary of ASGHA shall be deemed to be persons acting as an officer or director of another corporation at the request of ASGHA. Indemnification pursuant to this Section 2 of Article XII shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by the court to have constituted willful misconduct or recklessness. Expenses incurred by an officer or director (or employee or agent) purportedly indemnified by this Section 2 of Article XII in defending a civil or criminal action, suit or proceeding may be paid by ASGHA in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by ASGHA. The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 2 of Article XII shall continue as to a person who has ceased to be a director or officer (or employee or agent) of ASGHA and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 3. *Termination of Action* - The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of ASGHA, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

Section 4. *Expenses Incurred* - Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by ASGHA in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that she or he is entitled to be indemnified by ASGHA as authorized in this Section.

Section 5. *Determination* - The indemnification hereunder shall be made only upon a determination in the specific case that indemnification is proper under the substantive standards established hereunder. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or (ii) if such a quorum is not obtainable, or, even

if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

Section 6. *Insurance* - The Board may authorize, by a vote of a majority of the whole Board, ASGHA to purchase and maintain insurance on behalf of any person who is or was a director or officer (or employee or agent) of ASGHA, or is or was serving at the request of ASGHA as a director or officer (or employee or agent) of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not ASGHA would have the power to indemnify him or her against such liability under the provisions of this Article XII. Furthermore, ASGHA may create a fund of any nature, which may, but need not be, under the control of a director, or otherwise secure or insure in any manner its indemnification obligations referred to in Section 2 of this Article XII.

ARTICLE XIII: CONFLICTS OF INTEREST

Section 1. *Policy* - It is recognized that occasions may arise when a member of the Board or an officer of ASGHA has a financial interest in a contract or transaction upon which action is to be taken or withheld by the Board or a committee thereof. It is the policy of ASGHA and of its Board that:

- (a) Any material facts as to such financial interest shall be disclosed by such director or officer to the members of the Board or committee.
- (b) The director or officer having such financial interest on any matter shall not vote or use any personal influence in regard to the matter (except that he or she may state a position on the matter and respond to questions about it); however, such director or officer may be counted in determining the quorum for the meeting at which the matter is voted upon. The minutes of the meeting shall reflect that the disclosure was made and that such director or officer abstained from voting.
- (c) No contract or transaction in which a director or officer has a financial interest shall be knowingly entered into by ASGHA unless it has been authorized in good faith by the Board pursuant to Section 5728 of the Pennsylvania Nonprofit Corporation Law of 1988.

Section 2. *AS Policy* - All possible conflicts of interest must be declared, in writing to the President or disclosed orally to the Board of Directors during any regular or special meeting of the Board and in either event shall be entered in the minutes. Failure to declare or disclose any possible conflict of interest shall constitute a violation of this policy which may result in sanction, including expulsion from the Board of Directors. The following shall constitute conflicts of interest requiring declaration or disclosure:

- (a) Becoming involved without declaration in an activity, either as an individual or as part of a group or organization that results in competition with the Autism Society for funds, grants, awards, donations, bids, or non-monetary favors.
- (b) Having an interest, direct or indirect, in any organization supplying goods or services to the Autism Society.
- (c) Being or becoming involved in any activity that would lead to the diversion from the Autism Society of a business opportunity, for purposes of, or with resultant personal benefit, direct or indirect.

ARTICLE XIV: GENERAL

Section 1. *Construction of Powers* - Unless these Bylaws expressly or by clear construction or implication so provide, nothing contained in these Bylaws is intended to or shall limit, qualify, or restrict any powers or authority granted or permitted to nonprofit corporations by the Pennsylvania Nonprofit Corporation Law of 1988.

Section 2. *Corporate Seal* - Unless required by law or deemed necessary or desirable, the Board shall not adopt corporate seal, but if so adopted, said corporate seal shall contain the full name of ASGHA and the year and state of incorporation.

Section 3. *Waiver of Notice* - Whenever any notice is required to be given under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988 or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the nature of the business to be transacted or the purpose of the meeting need be specified in the waiver. Attendance of a person, either in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting.