

Bylaws
of
Dragons Roost Company

**Article 1
Offices**

Section 1. Principal Office

The principal office of the company is located at 104 Pasco Street, Berea, Madison County, Commonwealth of Kentucky.

Section 2. Change of Address

The designation of the county or state of the company's principal office may be changed by amendment of these bylaws. The company may change the principal office from one location to another within the named county by noting the changed address and effective date below, and such changes of address shall not be deemed, nor require, an amendment of these bylaws:

New Address: _____

Dated: _____

New Address: _____

Dated: _____

New Address: _____

Dated: _____

Section 3. Other Offices

The company may also have offices at such other places, within or without its state of incorporation, where it is qualified to do business, as its business and activities may require.

Article 2 Company Purposes

Section 1. Original Intention to Form as IRC Section 501(c)(3) Nonprofit Corporation

This company was initially conceived as a nonprofit corporation, to meet IRS Section 501(c)(3) criteria. Because of a lack of suitable directors, it incorporated as a profit corporation. It may be appropriately amended in the future to become a nonprofit corporation if enough suitable directors are found, and if the nonprofit designation continues to be the best vehicle for Dragons Roost Company purposes.

Section 2. Specific Objectives and Purposes

The specific purposes of Dragons Roost Company (hereafter "Dragons Roost" or "the company") are:

- To provide support and resources to people who want to create a better world-- in which peace, love, joy, and hope are the norm, and society serves to empower its members—and who are willing to create that world in their own daily lives.
- To support members in creating a higher quality experience of life by engaging in practices that increase joy, and by shedding practices that decrease joy
- To provide affordable spaces to members for community gatherings, lodging, learning, healing, creative work, and business
- To provide shared resources for members' use, such as learning materials, costumes, art materials and equipment, games, exercise tools, building tools, and whatever other equipment may be useful
- To sponsor and promote activities and events that increase joy.
- To sponsor and support activities related to the company's purpose

Article 3 Dragons Roost Governance

Section 1. Director

The company is founded with one director who holds the single share of the corporation. She holds final authority for all decisions made concerning the company. Leadership and decision-making may expand to include others in the future, as authorized by the Director.

The director of Dragons Roost holds a unique position in addition to decision-making authority. She is entrusted with setting a high energetic vibration for company spaces, which requires a fair amount of personal energy and time dedication to inner work and expanded awareness. She may, therefore, need particular tangible support to be able to fulfill the role. Additionally, she must have a 100% commitment to the evolving Community Practices, to be able to model and embody those. The director needs accountability support from the community as much as any member, since she is also learning and growing constantly.

Section 2. Qualifications

People making decisions in the company (in any capacity) shall possess the following skills and areas of knowledge:

- **A worldview based on the interconnectedness of all life** (*reality*): understanding that a truly good solution will meet all needs. If some needs seem opposed, the process hasn't continued long enough. Winner-loser thinking must be entirely scrapped.
- **Intuitive attunement.** In any moment, in any situation, there will be a unique solution that feels right. Having the ability to intuitively sense the rightness or wrongness of a solution shaves hours off discussion. Intuition sees far beyond the individual rational mind's scope, since it can tap in to the knowing of the collective mind.
- **Ability to hold the good of all as the highest end.** Motives of personal gain and egoic victory have no place in leadership councils.
- **Critical thinking:** an ability to quickly grasp all aspects of a situation; to delve down to find the root of an issue; and to categorize effectively. Knowing the limits of one's knowledge, and getting input as needed.
- **Creativity:** an understanding that there are many ways to solve any problem, if you break it down enough. An ability to keep the process lively and fun.
- **Emotional self-awareness:** the ability to separate emotions from ideas. Keeping emotions out of it by taking responsibility for one's emotions as they rise, and handling/releasing them effectively. Removing oneself from the conversation if emotions are preventing one from thinking clearly and creatively.
- **The ability to separate personalities from ideas.** Consider an idea based on its merit, not one's opinion about or relation to the person who voiced it.

If a member lacks these skills but wishes to learn them so as to become involved in company decision-making, the company will do what it can to help them, but their training process will be largely self-directed.

Members of the company as a whole are responsible to factor in perspectives and input from the Earth, non-human Earth residents, and non-verbal humans, in all decision-making. This requires intuitive listening and awareness. Leaders and members are encouraged to develop such awareness themselves. It is also an option to ask someone skilled at such listening to attend meetings as a representative of those listed above.

Section 3. Powers and Duties

Subject to the provisions of the laws of this state, the activities and affairs of this company shall be conducted and all company powers shall be exercised by or under the direction of the director or an agent authorized by the director.

The director may organize and authorize officers and/or groups of members to make decisions about matters governing daily flow of organizational life. It is a goal of the organization to help its members learn and practice good decision-making skills in all areas of life.

It shall be the duty of the director to:

- a) Perform any and all duties imposed on her collectively or individually by law, by the articles of incorporation, or by these bylaws;
- b) Oversee the appointment and removal, employ and discharge, duties, and compensation, if any, of all agents and employees of the company. This task may be assigned to a specific agent.
- c) Supervise all agents and employees of the company to assure that their duties are performed properly. This task may be assigned to a specific agent.
- d) Call meetings and gather member input as necessary to uphold good company operations.
- e) Oversee all activities of members, including new membership as well as termination.

Section 4. Term of Office

The director of the company shall serve as long as she wishes to fill the role, and until she has set up either an alternate decision-making structure, or found an adequate replacement. She may also opt to sell the company or change its structure if a better structure or option becomes evident.

Section 5. Conduct of Meetings

The process of all meetings held for discernment purposes shall be detailed in a company document available to all members. A record shall be kept of any mutual decisions made. The process will incorporate the body and spirit as well as the mind.

One of the goals of this organization is to experiment with and develop new methods of communal decision-making that are attuned to the Earth and to Spirit, so as to further unity within the company as well as to arrive at good, lasting decisions.

Article 4 Execution of Instruments, Deposits, and Funds

Section 1. Execution of Instruments

The director has complete authority to execute all business arrangements for the company. The director may by resolution authorize any agent of the company to enter into any contract or execute and deliver any instrument in the name of and on behalf of the company, and such authority may be general or confined to specific instances. Unless so authorized, no agent, member, or employee shall have any power or authority to bind the company by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 2. Checks and Notes

Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the company shall be signed by the director of the company, or by any additional agent she officially designates to be able to sign checks for the company.

Section 3. Deposits

Funds of the company shall be deposited from time to time to the credit of the company in such banks, trust companies, or other depositories as the director or authorized agent of the company may select. The company may also decide to keep funds in cash upon establishment of a clear process for securely managing the cash fund.

Section 4. Gifts

Dragons Roost Company may accept any contribution, gift, bequest, or devise for the purposes of this company, so long as it is not in violation of provisions stated in the articles of incorporation, these bylaws, or official decisions of the director.

Article 5 Amendment of Bylaws

Section 1. Amendment

These bylaws, or any part of them, may be altered, amended, or repealed and new bylaws filed by the director of the company.

Article 6 Members

Section 1. Requirements for Membership

Members are people who want to participate in and/or contribute to the Dragons Roost community and purpose, with their time and/or by paying dues. Generally, members are people who live in the local area. The qualifications for membership in this company are as follows:

- Commitment to follow and learn the “Community Practices” (see official document of the company)
- Dragons Roost is a consciously inclusiveness organization. Members can be of any age, gender, appearance, class, race, background, or style, provided they are capable of fulfilling the membership requirements.
- In the case of child members or dependents who are otherwise unable to be fully responsible for themselves, their caregivers must be members and agree to hold the child or dependent responsible to fulfill requirements. Teenagers may be independent members, and are responsible for themselves, although extra training and support will be offered to them as needed. If a child, dependent, teen, or adult is unable or unwilling to meet the requirements, their membership will be revoked.
- If an existing household wants to altogether become members, each member is responsible for their own membership obligations (with the above caveats)

Section 2. Benefits of Membership

- Free access to all open (vs. private or limited participation) Dragons Roost events
- Free access to designated Dragons Roost common spaces. Common spaces may have limited hours.
- Access to shared resources (e.g. vehicles, library, tools, internet, laundry facilities, etc.)--whatever members want to set up
- Members may request lodging space in Dragons Roost properties. Space will be provided if available and deemed a good idea

- Members may request a private area for studio space or another purpose that fits with Dragons Roost activities.
- Members may request business space in Dragons Roost properties, or participate in running an existing business.
- Businesses in Dragons Roost space or other local businesses might opt to make services or goods free or discounted to company members.

Section 3. Admission of Members

Applicants shall be admitted to membership upon request, at any time, by the director or whomever the director authorizes for the task.

If an incoming member has an existing conflict with another member, that must be resolved before they join, for the benefit of both parties as well as the entire community. The director or another person may help facilitate the resolution.

Section 4. Dues

Dues are paid by any member who has more than the stated amount saved (including assets), and who earns more than the stated amount per month. These amounts are designated in the official documents of the company, and may be changed as needed over time.

Free memberships are available as soon as basic needs of staff members are met, and all company bills can be regularly paid. The director or members may solicit donations to cover free memberships.

Dues are assessed per individual member. If entering households have combined their monetary resources, their collective income/savings is divided among number of household members to determine individual income/savings. Dues may be paid monthly, quarterly, or yearly, and adjusted by the member as often as needed.

Members are responsible to ensure they pay dues promptly. This is an issue of personal responsibility, in keeping with the Community Practices. There is a one-time grace period if a member needs to be reminded. A second instance of neglect to pay dues will result in revocation of membership. If the member develops new patterns for taking personal responsibility, they may return to membership after 2 months have passed.

Once paid, dues will not be refunded.

Section 5. Number of Members

There is no limit on the number of members the company may admit. The director may place a limit from time to time, if useful to the organization's purpose or organizational flow.

Section 6. Guests

Members may bring guests to member-only events if the guests agree to observe the Community Practices while at the event. A guest may come to 4 events in this manner. After 4, the guest must become a member if they wish to continue participation. Some events at Dragons Roost may be open to non-members as well, on a pay-per-use basis.

Section 7. Membership List

The company shall keep a current membership list containing the name, address, and contact information of each member. Termination of the membership of any member shall be recorded in the list, together with the date and cause of termination of such membership. A copy of the list shall be kept at the company's principal office.

Section 8. Termination of Membership

A membership shall terminate upon the occurrence of any of the following events:

1. Member's choice. Members may terminate their membership simply by not paying dues, thereby not signing up for the next month.
2. If a member becomes unable or unwilling to fulfill their membership requirements, they are responsible to end their membership as soon as they become aware of the fact. This might include inability to pay dues promptly, if owed. It might include a refusal to grow or change a behavior on a point delineated in the Community Practices.
3. If a member becomes unable or unwilling to fulfill membership requirements, and will not take responsibility to end their membership, the director or a designated agent will give the member notice of termination of membership, preferably in person and in writing.
4. The director or an authorized agent of the company may terminate any membership with or without stated cause at any time, as part of their duties to safeguard the Dragons Roost community as well as the purposes of the company. Every effort will be made to do this in a positive manner, with good communication and goodwill.

All rights of a member in the company shall cease on termination of membership as herein provided. Since termination of membership will always be a result of the member's choice, including inability or unwillingness to follow agreed-upon practices, dues shall never be refunded.

Article 7

Purpose and Use of Dragons Roost Buildings and Land

Section 1. Property Ownership and Management Principles

The company may choose to own buildings and land, to better serve its purpose. Such spaces might be used for company offices, open common space for member use, member studio/private work space, and member businesses. Human use of a place on Earth is recognized to be a four-way collaboration among: (1) current humans drawn to the place, (2) the Earth, (3) non-human residents of the place, and (4) past builders, inhabitants, and caretakers of the place. The following principles guide all space use of the company:

1. The preferences of the Earth for use of that spot are discerned and heeded. Negotiation and creativity may be useful in this process.
2. If there are existing residents in the place (e.g. animals or spirit beings), a dialogue with them will determine whether they belong there or not in the current time. If not, Dragons Roost will make a respectful exit plan for them. If they do belong there, then ongoing respect will be offered to their presence and preferences.
3. All spaces will be maintained in excellent condition, as an affirmation of respect for that piece of Earth, as well as for purposes of integrity.
4. All spaces will be designed to be in harmony with that spot on Earth. Local, natural materials are prioritized in construction and maintenance, for sustainability as well as to facilitate that harmony. Both outdoor and indoor spaces might be designed to mimic natural patterns in the area.
5. Whenever possible, existing, recycled, and scavenged materials will be used in the repair or creation of new company projects. This reflects the company's emphasis on both non-wastefulness as well as the creative aesthetic of honoring and incorporating useful elements of the past into future creation.
6. All spaces that have had prior human inhabitants will be designed to honor the positive cultural/historical value and sense of the place, including aesthetics and preservation/renovation of existing sound building structures. Whenever possible visits from past caretakers or residents will be honored and welcomed.

Section 2. Member Housing, Business Space, and Studio Space

A key goal of Dragons Roost is to facilitate free or affordable living, business, and studio space for members who request it, so that they will have more time to do creative work that brings them joy. There are two ways such space may be provided.

1. Buildings or land owned by the company. These spaces, whether they be apartments, houses, tents, or anything else, will be maintained and governed by the company.
2. Buildings or land owned by members of the company. Members may choose to make their personal homes or other property available for use by other members. In this case, the property owner retains authority over the space. She or he may contract with the company for maintenance work and/or management of the space. If such an arrangement is made, it will be recorded in a contract, generated by the director or an authorized agent of the company.

All members as well as their guests will abide by Community Practices and other stated operating principles while using spaces owned by the company or by members.

Section 3. Space Use Contract

Agreements between Dragons Roost or property owners and lodgers, business owners, and studio users will be documented in writing, with copies provided to both parties.

General contract provisions include:

1. Lodgers, business owners, and studio users (hereafter, "space-users") must remain members in good standing in order to have ongoing access to the space. If they fail to meet member requirements at any point, they will have 30 days to exit the space and have all materials cleared from it. If their membership is terminated, notice will be given in writing, and also in person if possible. Any materials left in the space after 30 days (from the point of termination) will become the property of the company, unless an alternate agreement has been made prior to the 30-day mark.
2. All activities of businesses who enter into such contracts, must be in keeping with the company's operating principles, as expressed in various documents on file and available to all members.
3. All members are required to take good care of the spaces they're using. This includes regular cleaning and habits of cleanliness so as not to attract invasive animals or create an ongoing mess. All company space is intended for good creative flow, so spaces will contain only possessions the member is currently using. Dragons Roost space is not available for long-term storage. If a member has materials they do not need in the current time, they are encouraged to make those available for use by other members. Unnecessary material stuff can clog up energetic as well as physical space. As a general principle, hoarding (without a specific usage goal) at any level clogs up a good flow of resources in community life.
4. If activities of a space-user cause a problem for the company or other members, either the property owner, director, or authorized agent of the company will seek a creative resolution to the problem. If the space-user is uncooperative, the

company or property owner has the right to give them a choice between implementing a designated solution or revocation of the use contract.

5. If a member terminates their own membership or space-use arrangement, they may move out as soon as they wish. If the property owner or company terminates a member's space-use, the space-user will have 30 days to move out. As a general rule, space-users are encouraged to end their use of the space if their creative energy begins to stagnate in continuing it
6. A time limit may be placed on the usage contract if desired
7. If applicable, agreed usage fees will be specified in the contract

Section 4. Fees and Trades for Designated Use of a Space

Space in company-owned buildings. Dragons Roost space is generally provided free of cost, once the basic needs of staff members are met and bills can be reliably paid. It is an option for space-users with substantial resources to pay monthly rent. Optional rent amount for each space will be pre-designated and a list of rents for each available space kept at the company offices.

Space in member-owned buildings. Property owners will individually decide how much if anything to charge for use of space in their buildings. It will be the responsibility of the space-user to pay any fees promptly per the agreed process. If a space-user's income increases or decreases significantly, she or he will communicate with the owner, and a new agreement may be reached. If they can no longer pay the required fee, and the owner is unwilling to waive or lessen the fee, the space-user will have 30 days to move out. The space-user may also agree to provide labor on a specific task(s) in lieu of the monthly fee. The labor may be applied solely to future lodging fees—*after* the work is completed.

Article 8

Animals on Dragons Roost Property

Section 1. General Principles. It is the intention of Dragons Roost to empower all life forms using its space to take responsibility for their own well-being and sustenance. The human-pet relationship fosters dependence, a contrary direction. Pets depend on humans for sustenance, which allows them to be heedless of their effect on the ecosystem instead of participating and evolving respectfully in harmony with it. Dependence often goes both ways, since humans may become psychologically dependent on pets rather than on themselves, or their community-at-large. Dragons Roost offers emotional skills training to its members, so that they can ease out of necessary psychological dependence on pets and sustain themselves in a healthier

manner. Additionally, physical touch and affection is an intrinsic part of human community life at Dragons Roost.

It is understood and respected that members may have pets and that may be a significantly good arrangement for them. This principle is articulated solely for company-owned and managed spaces, so that those spaces may hold the above evolutionary intention, as well as the practical community safeguards listed below.

Section 2. Dogs. No dogs shall be allowed on any property owned or managed by the company. The reasons for this include dogs' inability to monitor their noise level and unwanted physical contact with people, as well as the possibility that they may introduce parasites, viruses, bacteria, or such substances as poison ivy oils into the space. This rule applies to service animals as well. The company will seek alternate methods of support to people relying on service animals.

Dragons Roost makes every effort to protect its immune-compromised members, who may have much greater vulnerability to the above-mentioned threats and intrusions than the general population at large. People who have experienced trauma are often in this category.

Section 3. Other Pets or Domesticated Animals. The presence of other pets or domesticated animals on company property may potentially be negotiated upon request, although all the above concerns must be considered.

Section 4. Wild Animals. The presence of wild animals is generally honored and highly respected on outdoor community property, since the earth is equally their home. We seek to empower them to meet their own needs, so we do not make them dependent on us by feeding or other means. If wild animals become a problem indoors or outdoors, the issue will be resolved in a conscious and respectful way. Destructive behavior of company space is not permitted, by humans or animals.