

**FIRST AMENDED AND RESTATED BYLAWS**  
**OF**  
**THE WOODLANDS**  
**GIRLS LACROSSE ASSOCIATION**  
**(A Texas Nonprofit Corporation)**

**(Adopted Effective October 15, 2012)**

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The following are adopted as the First Amended and Restated Bylaws of The Woodlands Girls Lacrosse Association, a Texas nonprofit corporation.

**RECITALS**

A. The Association was formed on June 13, 2005 upon the filing of its Articles of Incorporation with the Texas Secretary of State.

B. The Association adopted its initial bylaws effective January 1, 2009 and the Members approved and adopted these First Amended and Restated Bylaws effective October 15, 2012.

**ARTICLE 1**

**Purpose and Structure**

**1.1 General.** The purpose of the Association shall be as set forth in the Articles.

**1.2 Structure.** The Association shall initially be comprised of two (2) Divisions of equal stature, one being a Senior Division and the other being a Junior Division. If approved by the Board, the Association may expand to include a Youth Division as described below. The day-to-day operations of each Division shall be managed by its respective Steering Committee, under the general direction and control of the Board of Directors, all as hereinafter provided. The Board shall resolve all disputes and differences, if any, between or among the Divisions.

**ARTICLE 2**

**Definitions**

**2.1 Definitions.** The following capitalized words and phrases shall have the meanings specified below. Other capitalized words and phrases not listed below shall have the meanings ascribed to them elsewhere in these Bylaws, regardless of where they first appear.

**"Affiliate Member"** means a person who is not a Member as defined herein.

**"Affiliate Membership"** means the membership in the Association held by an Affiliate

Member.

**"Articles"** means the Articles of Incorporation of The Woodlands Girls Lacrosse Association, as amended or restated from time-to-time.

**"Association"** means The Woodlands Girls Lacrosse Association a/k/a Woodlands Girls Lacrosse.

**"Association-Wide Meeting"** means a meeting at which all Members of the Association are eligible to participate.

**"Board"** or **"Board of Directors"** means the Board of Directors of the Association.

**"Business Day"** means any day that is not a Saturday, Sunday, or national holiday as defined by TEX. GOV'T CODE ANN. § 662.003(a) (as amended).

**"Bylaws"** means these First Amended and Restated Bylaws as they may be further amended or restated from time-to-time.

**"Calendar Day"** means all days, including all Saturdays, Sundays and national holidays as defined by as defined by TEX. GOV'T CODE ANN. § 662.003(a) (as amended).

**"Cause"** means an act or omission by or under the direction or control of a person that, in the judgment of the Board: (i) imposes an unreasonable risk or is likely to impose an unreasonable risk of death, personal injury or property damage to others; or (ii) materially injures or impairs or is likely to materially injure or impair the reputation of the Association or its ability to discharge its purpose.

**"Chairman"** means the Chairman of the Board of Directors.

**"Director"** means a member of the Board of Directors of the Association.

**"Division"** means the Senior Division, the Junior Division, or the Youth Division.

**"Division Meeting"** means a meeting at which all Members of a Division are eligible to participate.

**"Divisions"** means the Senior Division, the Junior Division and the Youth Division.

**"Family Member"** means (i) the mother (or female guardian) and (ii) the father (or male guardian) of a Player.

**"Junior Division"** means a division comprised of Junior Members and Junior Players.

**"Junior Division Steering Committee"** means the Steering Committee that manages the

Junior Division.

**"Junior Member"** means collectively, the Family Members of a Junior Player.

**"Junior Player"** means a Player who is eligible to attend Texas public school grades five (5), six (6), seven (7) or eight (8).

**"Member"** means the Family Members of a Player, individually or collectively, as the context requires.

**"Membership"** means a membership in the Association held collectively by the Family Members of a Player.

**"Officer"** means an officer designated or elected pursuant to Section 5.1.

**"Player"** means a female Senior, Junior or Youth lacrosse player who is registered to participate in the Association's programs.

**"Senior Division"** means a division comprised of Senior Members and Senior Players.

**"Senior Division Steering Committee"** means the Steering Committee that manages the Senior Division.

**"Senior Member"** means collectively, the Family Members of a Senior Player.

**"Senior Player"** means a Player who is eligible to attend Texas public school grades nine (9), ten (10), eleven (11) or twelve (12).

**"Sponsor"** means each sponsor of the Association as recognized by the Conroe Independent School District.

**"Steering Committee"** means collectively, the President, Vice President, Secretary and Treasurer of a Division.

**"Texas Nonprofit Corporation Law"** shall have the meaning specified in TEX. BUS. ORG. CODE ANN. § 1.008(d) (as amended).

**"Youth Division"** means a division comprised of Youth Members and Youth Players.

**"Youth Division Steering Committee"** means the Steering Committee that manages the Youth Division.

**"Youth Member"** means collectively, the Family Members of a Youth Player.

**"Youth Player"** means a Player who is eligible to attend Texas public school grades one (1),

two (2), three (3) or four (4).

## **ARTICLE 2**

### **Offices**

**2.1 Registered Office and Agent.** The registered office and registered agent of the Association shall be as set forth in the Articles. The registered office or the registered agent may be changed by resolution of the Board, upon making the appropriate filing with the Texas Secretary of State.

**2.2 Principal Office.** The principal office of the Association shall be as set forth in the Articles. The Board shall have the power to change the location of the principal office.

**2.3 Other Offices.** The Association may also have other offices at such places, within or without the State of Texas, as the Board may designate.

## **ARTICLE 3**

### **Members**

**3.1 No Management by Members.** Management of the affairs of the Association shall be vested exclusively in the Board and not in the Members. The preceding sentence shall not prohibit the Board from delegating management duties to the Steering Committees; provided however, that the Board remains responsible for the management of the Association.

**3.2 Membership Fees.** All Members shall be required to pay the membership fee established from time-to-time by the applicable Steering Committee. The membership fee may be included as part of the registration fee for each Player. The membership fee may be waived in whole or part at the discretion of the applicable Steering Committee.

**3.3 Membership.** Membership shall be open to the Families of Players and other persons or entities that support the purposes of the Association. Affiliate Memberships, other than those specified in Section 3.4(c)(i)-(iii), shall be issued only upon the affirmative vote of a majority of the Board and on such terms as it may designate.

**3.4 Classes of Members and Vote Allocation.** The Association shall have three (3) classes of Members as follows:

(a) Senior Members. One (1) Membership shall be allocated to each Senior Player. Senior Members shall have the right to vote: (i) as to all matters specified herein where Senior Members are authorized or entitled to vote; and (ii) as to all matters specified herein where all Members of the Association are authorized or entitled to vote.

(b) Junior Members. One (1) Membership shall be allocated to each Junior Player. Junior Members shall have the right to vote: (i) as to all matters specified herein where Junior Members are authorized or entitled to vote; and (ii) as to all matters specified herein where all

Members of the Association are authorized or entitled to vote.

(c) Youth Members. One (1) Membership shall be allocated to each Youth Player. Youth Members shall have the right to vote: (i) as to all matters specified herein where Youth Members are authorized or entitled to vote; and (ii) as to all matters specified herein where all Members of the Association are authorized or entitled to vote.

(d) Affiliate Members. The following persons shall, without further action or the payment of any registration fee, be designated as Affiliate Members of the Association: (i) the Association's Sponsors; (ii) the head coach of the Senior Division; (iii) the head coach of the Junior Division; and (iv) the head coach of the Youth Division. Affiliate Members shall have the right, but not the obligation, to attend and participate fully in all meetings and activities available to other Members of the Association except voting, unless otherwise expressly provided herein.

(d) Classification. Any uncertainty as to whether a Player should be classified as a Senior Player, a Junior Player or a Youth Player shall be resolved by the Board and the Board's determination shall be final.

**3.5 Resignation.** A Member shall be deemed to have immediately resigned the Membership upon the submission by any Family Member of a written resignation with the President of Division to which the Membership pertains. Upon resignation, the status of each Family Member as a Director, Officer, committee chairman, committee member, subcommittee chairman, subcommittee member and/or any other positions in the Association shall simultaneously terminate. Each Division President shall promptly report Member resignations to the Board.

**3.6 Expulsion of a Member and/or Player.** Any Player, Member and/or Family Member may be expelled from the Association and its programs for Cause by the affirmative vote of 67% of the Board (exclusive of such Family Member if he or she is also a Director).

**3.7 Reinstatement.** Upon written request signed by an expelled Player, Member and/or Family Member submitted to the Board, the Board may, upon the affirmative vote of 67% of the Board, reinstate such expelled Player, Member and/or Family Member upon such terms as are reasonable and appropriate.

**3.8 Transfer of Membership.** Membership in the Association is not transferable or assignable.

**3.9 Place of Meeting.** The Board may designate a place, within Montgomery County, Texas, as the place of meeting for any Association-Wide Meeting. Each Steering Committee may designate a place, within Montgomery County, Texas, as the place of its respective Division Meetings. If no designation is made, the place of meeting shall be the main campus of The Woodlands High School in Montgomery County, Texas, but if a quorum of the Members shall meet at any time and place, either within or without the State of Texas, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

**3.10 Annual Meeting.** An annual Association-Wide Meeting shall be held on the date and time set by the Board; provided however, that upon resolution of the Board, the Divisions may hold separate Division Meetings in lieu of an annual Association-Wide Meeting. Failure to hold the annual Association-Wide Meeting at the designated time shall not work a dissolution of the Association. In the event the Board fails to call the annual meeting at the designated time, any Member may make demand that such meeting be held within a reasonable time, with such demand to be made in writing and transmitted by certified mail directed to the President of the Member's Division. The Division Presidents shall promptly notify the Board of such written demands. If the annual Association-Wide Meeting is not called within 60 days following such demand, any Member may compel the holding of such annual meeting by legal action directed against the Board, and all of the extraordinary writs of common law and of courts of equity shall be available to such Member to compel the holding of such annual meeting.

**3.11 Special Meetings.** Special meetings of the Members may be called as follows:

(a) Association-Wide Meetings. Association-Wide Meetings may be called by the Board, by any Division President, or by Members having not less than one-fourth (1/4<sup>th</sup>) of the votes entitled to be cast at such meeting.

(b) Division Meetings. Division Meetings may be called by the Board, by the President of the Division conducting the meeting, or by Members of that Division having not less than one-fourth (1/4<sup>th</sup>) of the votes entitled to be cast at such meeting.

(c) Procedure.

(1) Request for Special Meeting. A request for a special meeting of the Members shall be made in writing and shall describe in reasonable detail the purpose or purposes of such meeting. For an Association-Wide Meeting, the request shall be delivered to the Chairman, and for a Division Meeting, the request shall be delivered to the Division's President, in each case in the manner provided in Section 7.11.

(2) Notice of Special Meeting. Within ten (10) days from the date a request for a special meeting of the Members is received or deemed received by the Chairman or Division President, as applicable, a notice of special meeting shall be given in accordance with Section 3.12. Only business within the purpose or purposes described in the notice or executed waiver of notice may be conducted at a special meeting of the Members.

(A) Association-Wide Meetings. The Secretary of the Senior Division shall give notice of an Association-Wide Meeting to the Members and to the Board.

(B) Division Meetings. The Secretary of the Division conducting a Division Meeting shall give notice of the Division Meeting to the Members of its Division and to the Board.

(d) Failure to Call Special Meeting of Members. If notice of the special meeting is not given within ten (10) days after the date specified in Section 3.11(c)(2), the person or persons calling the meeting may fix the time of meeting and give the notice to the Members and the Board in the manner provided in Section 7.11.

(e) The Board. Nothing contained in this Section 3.11 shall be construed as limiting, fixing, or affecting the time or date when the Board may call a meeting of Members. If the Board determines in its sole discretion that the subject matter of a proposed Division Meeting is more appropriate for an Association-Wide Meeting, then in lieu of such Division Meeting, the Board may call an Association-Wide Meeting in accordance with Section 3.11(a).

**3.12 Notice of Members Meeting.** A notice stating the place, day and hour of the Members meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given in the manner provided in Section 7.11 not less than ten (10) days nor more than 60 days before the date of the meeting.

**3.13 Voting of Members.** All votes must be cast in their entirety and no fractional votes shall be permitted or counted. Accordingly, Family Members shall determine between or among themselves as to how the vote appurtenant to each Membership shall be cast and in the absence of agreement, such vote shall not be counted. The failure to count any vote under this Section 3.13 shall not affect the existence of a quorum. Each Member (other than Affiliate Members), regardless of class, shall be entitled to one (1) vote on each matter submitted to a vote of the Members, except to the extent that the voting rights of Members of any class or classes are limited, enlarged, or denied by the Articles or these Bylaws. A Member must vote in person, except as otherwise expressly provided herein. Election of the Officers designated in Section 5.1 may be conducted by mail, facsimile transmission, email, or by any combination thereof, or any other reasonable means approved by the Board. At each election of Officers, every Member entitled to vote at such election shall have the right to vote for as many persons as there are Officers to be elected and for whose election he has a right to vote. Cumulative voting shall not be allowed. The vote of the majority of the votes entitled to be cast by the Members present at a meeting at which a quorum is present, shall be the act of the Members meeting, unless the vote of a greater number is required by law, the Articles, or these Bylaws. Any vote may be taken by voice or show of hands unless a Member entitled to vote objects, in which case written ballots shall be used.

**3.14 Quorum of Members.** Unless otherwise provided in the Articles or in these Bylaws, Members holding one-third (1/3<sup>rd</sup>) of the votes entitled to be cast shall constitute a quorum. Unless otherwise provided in the Articles or these Bylaws, once a quorum is present at a meeting of Members, the Members at the meeting may conduct such business as may be properly brought before the meeting until it is adjourned, and the subsequent withdrawal from the meeting of any Member or the refusal or inability of any Member to vote shall not affect the presence of a quorum at the meeting. Unless otherwise provided in the Articles or these Bylaws, the Members at a meeting of Members at which a quorum is not present may adjourn the meeting until such time and to such place as may be determined by a vote of the majority of the Members at that meeting. If a meeting is to be conducted or a vote is to be taken by electronic means, then notice by electronic means to substantially all of the Members entitled to vote shall constitute a quorum

**3.15 Fixing Record Dates for Determining Members Entitled to Vote and Notice.** The record date for determining the Members entitled to notice of a Members meeting and for determining the Members entitled to vote at a Members meeting shall be the close of business on the Business Day preceding the date on which notice is given, or if notice is waived, at the close of business on the Business Day preceding the date of the meeting. A determination of Members entitled to notice of or to vote at a Members meeting is effective for any adjournment of the meeting unless the Board fixes a new date for determining the right to notice or the right to vote. The Board must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than 90 days after the record date for determining Members entitled to notice of the original meeting.

**3.16 Voting Lists.** After fixing a record date for the notice of a Members meeting, the Association shall prepare an alphabetical list of the names of all the voting Members who are entitled to notice of the meeting. The list must show the address and number of votes each voting Member is entitled to cast at the meeting. The Association shall maintain, through the time of the Members meeting, a list of Members who are entitled to vote at the meeting but are not entitled to notice of the meeting. This list shall be prepared on the same basis and be part of the list of voting Members. Not later than two (2) Business Days after the date notice is given of a meeting for which a list was prepared, as provided above, and continuing through the meeting, the list of voting Members must be available for inspection by any Member entitled to vote at the meeting for the purpose of communication with other Members concerning the meeting at the Association's principal office or at a reasonable place identified in the meeting notice in the city where the meeting will be held. A voting Member or voting Member's agent or attorney is entitled on written demand to inspect and to copy the list at a reasonable time and at the Member's expense during the period it is available for inspection. The Association shall make the list of voting Members available at the meeting, and any voting Member or voting Member's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

**3.17 Action by Members Without a Meeting.** Any action required or permitted by Texas Nonprofit Corporation Law, the Articles and these Bylaws to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of Members as would be necessary to take that action at a meeting at which all of the Members were present and voted. Each written consent shall bear the date of signature of each Member who signs the consent. A written consent signed by less than all of the Members is not effective to take the action that is the subject of the consent unless, within 60 days after the date of the earliest dated consent delivered to the Association in the manner required by this section, a consent or consents signed by the required number of Members is delivered to the Association at its registered office or to an Officer of the Association having custody of the books in which proceedings of meetings of Members are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Association's principal place of business shall be addressed to the Association's registered agent.

Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to all Members who did not consent in writing to the action.



If any action by Members is taken by written consent signed by less than all of the Members, any articles or documents filed with the Secretary of State as a result of the taking of the action shall state, in lieu of any statement required by Texas Nonprofit Corporation Law concerning any vote of the Members, that written consent has been given in accordance with the provisions of Texas Nonprofit Corporation Law and that any written notice required by such Article has been given.

**3.18 Committees of the Members.** All committees and subcommittees of the Association shall be authorized and formed by these Bylaws, the Board or a Steering Committee and not by the Members.

## **ARTICLE 4**

### **Directors**

**4.1 Board.** To the extent not limited or prohibited by law, the Articles or these Bylaws, the powers of the Association shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of the Board of the Association. Directors must be residents of the State of Texas and Family Members. The Family Member requirement shall not apply to the Designated Directors and Advisory Directors described in Section 4.2(c)-(d).

#### **4.2 Number and Election of Directors.**

(a) Number and Term. The initial number of Directors shall be eleven (11). The number may be increased or decreased from time-to-time by an amendment to these Bylaws, provided that the number of Directors may not be decreased to fewer than three (3). No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director. Except as expressly provided herein, a Director shall hold office until the next annual election of Directors and until his successor shall have been elected, appointed, or designated and qualified.

(b) Elected Directors. At the first annual Association-Wide Meeting of Members, or at the Division Meetings contemplated by Section 5.2, and at each annual meeting thereafter, the Members shall elect the eight (8) Officers as provided in Section 5.1, who shall concurrently serve as Directors of the Association.

(c) Designated Directors. The head coach of each Division shall, without election, serve as “**Designated Directors**” concurrently with their tenure as head coaches. Such Designated Directors shall have all the rights and obligations of Directors elected pursuant to Section 4.1(b). The term of such Designated Directors shall terminate automatically upon the cessation of the duties giving rise to the directorship.

(d) Advisory Director. The Sponsor of the Senior Division Sponsor may, without election, serve as an “**Advisory Director**” of the Association. Such Advisory Director shall have the right, but not the obligation, to attend and participate fully in all meetings and functions of the Association, except that such Advisory Director shall have no voting rights, except to break any ties

existing after all other Board members eligible to vote on a matter have voted. The term of such Advisory Director shall terminate automatically upon the cessation of the duties giving rise to the directorship.

(e) Chairman. The President of the Senior Division shall serve as Chairman of the Board of Directors.

**4.3 Removal.** A Director may be removed from office as follows. With or without Cause, by the persons entitled to elect, designate, or appoint the Director. If the Director was elected to office, removal requires an affirmative vote equal to the vote necessary to elect the Director. Alternatively, a Director may be removed for Cause by the affirmative vote of 67% of the Board (exclusive of Director being removed).

**4.4 Resignation.** A Director may resign by providing written notice of such resignation to the Association in the manner provided in Section 7.11. The resignation shall be effective upon the date of receipt of the notice of resignation or the date specified in such notice. Acceptance of the resignation shall not be required to make the resignation effective.

**4.5 Vacancies and Increase in Number of Directors.** Any vacancy occurring in the Board shall be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of the Board called for that purpose.

**4.6 Annual Meeting of Directors.** Immediately following each annual meeting of Members, or as soon thereafter as is practical, the Board elected at such meeting shall hold an annual meeting at which they shall transact such business as shall come before the meeting. The time and place of the annual meeting of the Board may be set by resolution of the Board.

**4.7 Regular Meetings of Directors.** Regular meetings of the Board may be held with or without notice at such time and place as may be from time-to-time determined by the Board.

**4.8 Special Meetings of Directors.** The Senior Division Secretary shall call a special meeting of the Board whenever requested to do so by a Division President or by three (3) or more Directors. Such special meeting shall be held at the date and time specified in the notice of meeting.

**4.9 Place of Directors' Meetings.** All meetings of the Board shall be held either at the principal office of the Association or at such other place, either within or without the State of Texas, as shall be specified in the notice of meeting or executed waiver of notice.

**4.10 Notice of Directors' Meetings.** Notice of any special meeting of the Board shall be given at least two (2) days prior thereto. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully

called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

**4.11 Quorum and Voting of Directors.** A quorum for the transaction of business by the Board shall be a majority of the number of Directors fixed by these Bylaws. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or the Articles.

**4.12 Compensation.** Directors, as such, shall not receive any stated salary for their services, but by resolution of the Board a fixed sum and expenses of attendance, if any, may be allowed for attendance at any meeting of the Board or Directors. A Director shall not be precluded from serving the Association in any other capacity and receiving compensation for such services.

**4.13 Action by Directors Without a Meeting.** Any action required or permitted by Texas Nonprofit Corporation Law or these Bylaws to be taken at a meeting of the Board or by the Steering Committees may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of Board or Steering Committee members as would be necessary to take that action at a meeting at which all of the Board or Steering Committees members were present and voted. Each written consent shall bear the date of signature of each Director or Steering Committee member who signs the consent. A written consent signed by less than all of the Board or Steering Committee members is not effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Association in the manner required by this section, a consent or consents signed by the required number of Board or or Steering Committee members is delivered to the Association at its registered office or to an Officer or agent of the Association having custody of the books in which proceedings of meetings of Board or Steering Committees are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Association's principal place of business shall be addressed to the registered agent of the Association. Prompt notice of the taking of any action by Board or a Steering Committee without a meeting by less than unanimous written consent shall be given to all Board or Steering Committee members who did not consent in writing to the action.

If any action by Board or Steering Committee is taken by written consent signed by less than all of the Board or Steering Committee members, any articles or documents filed with the Secretary of State as a result of the taking of the action shall state, in lieu of any statement required by Texas Nonprofit Corporation Law concerning any vote of the Board or Steering Committee members, that written consent has been given in accordance with the provisions of Texas Nonprofit Corporation Law and that any written notice required by such Article has been given.

**4.14 Committees of the Board.** The Board shall have two (2) permanent committees, such being the Senior Steering Committee and the Junior Steering Committee. The Steering Committees shall have the authority set forth herein and as may be further granted in resolutions adopted by the Board.

## ARTICLE 5

## Officers

**5.1 Steering Committee Officers.** The Steering Committee of each Division shall have the following Officers:

- (a) one (1) President (who shall also serve as a Director);
- (b) one (1) Vice President (who shall also serve as a Director);
- (c) one (1) Secretary (who shall also serve as a Director); and
- (d) one (1) Treasurer (who shall also serve as a Director).

New subordinate offices may be created and filled in the manner determined by each Steering Committee; provided however, only the Officers designated in Section 5.1(a)-(d) above shall be members of the Board.

**5.2 Election of Officers and Term of Office.** All Officers designated under Section 5.1(a)-(d) shall be appointed by the initial Board and thereafter, elected by the Members of each respective Division at the annual meeting of such Division's Members, or in such other manner as specified by the Division's Steering Committee with the approval of the Board. All Officers designated or elected under Section 5.1 shall be elected or designated for terms of one (1) year which commence on June 1 and conclude on May 31.

**5.3 Removal of Officers and Vacancies.** An Officer may be removed from office as follows. With or without Cause, by the persons entitled to elect, designate, or appoint the Officer. If the Officer was elected to office, removal requires an affirmative vote equal to the vote necessary to elect the Officer. Alternatively, an Officer may be removed for Cause by the affirmative vote of 67% of the Board (exclusive of such Member if he or she is also a Director). The removal of an Officer shall be without prejudice to the contract rights, if any, of the Officer so removed. Election or appointment of an Officer shall not of itself create contract rights. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Steering Committee under which such Officer serves for the unexpired portion of the term.

**5.4 Powers of Officers.** Each Officer shall have, subject to these Bylaws, in addition to the duties and powers specifically set forth herein, such powers and duties as are commonly incident to that office and such duties and powers as the Board and/or Steering Committee shall from time to time designate. All Officers shall perform their duties subject to the directions and under the supervision of the Board and/or Steering Committee. All Officers and agents of the Association, as between themselves and the Association, shall have such authority and perform such duties in the management of the Association as may be provided in these Bylaws, or as may be determined by resolution of the Board or by the Steering Committee not inconsistent with these Bylaws. In the discharge of a duty imposed or power conferred on an Officer of the Association, the Officer may in good faith and with ordinary care, rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Association or another person, that

were prepared or presented by: (i) one (1) or more other Officers or employees of the Association, including members of the Board; or (ii) legal counsel, public accountants, or other persons as to matters the Officer reasonably believes are within the person's professional or expert competence. An Officer is not relying in good faith within the meaning of this section if the Officer has knowledge concerning the matter in question that makes reliance otherwise permitted by this subsection unwarranted. In the event any Officer receives conflicting instructions or directions from the Board and a Steering Committee, the instructions and directions of the Board shall control.

**5.5 *President.*** The President, who shall also be a Director, shall be the chief executive officer of his or her respective Division. Such Officer shall see that all orders and resolutions of the Board and the Steering Committee of his or her respective Division are carried out, subject however, to the right of the Directors to delegate specific powers, except such as may be by statute exclusively conferred on the President, to any other Officers of the Association. The President shall be *ex-officio* a member of all standing committees of his or her Division.

**5.6 *Vice-President.*** The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties as the Board and/or the Steering Committee of his or her respective Division shall prescribe.

**5.7 *Secretary.*** The Secretary shall attend all meetings of the Board, the Steering Committee of his or her respective Division, all meetings of the Members of his or her respective Division, and shall record all votes and the minutes of all proceedings and shall perform like duties for the standing committees when required. The Secretary shall give or cause to be given notice of all meetings of the Members and all meetings of the Board and shall perform such other duties as the Board and/or the Steering Committee of his or her respective Division shall prescribe. In the absence of the Secretary, the minutes of all meetings of the Board and Members shall be recorded by such person as shall be designated by the Officer presiding at the meeting.

**5.8 *Treasurer.*** The Treasurer shall have the custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements. The Treasurer shall keep and maintain the Association's books of account and shall render to the President and Directors an account of all of his or her transactions as Treasurer and of the financial condition of the Association and exhibit the books, records and accounts to the President or Directors at any time. The Treasurer shall disburse funds for capital expenditures as authorized by the Board and in accordance with the orders of the President, and present to the President for his or her attention any requests for disbursing funds if in the judgment of the Treasurer any such request is not properly authorized. The Treasurer shall perform such other duties as the Board and/or the Steering Committee of his or her respective Division shall prescribe.

## **ARTICLE 6**

### **Indemnification and Insurance**

**6.1 Indemnification.** The Association shall have the full power to indemnify and advance expenses pursuant to the provisions of Texas Nonprofit Corporation Law to any person entitled to indemnification under the provisions thereof.

**6.2 Insurance.** The Association may purchase and maintain insurance on behalf of any person who is or was a Member, Director, Officer, employee, or agent of the Association against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person, whether or not the Association would have the power to indemnify him or her against that liability. In the absence of fraud, the judgment of the Board as to the terms and conditions of the insurance and the identity of the insurer shall be conclusive and the insurance shall not be voidable and shall not subject the Directors approving the insurance or arrangement to liability, on any ground, regardless of whether Directors participating in the approval are beneficiaries of the insurance or arrangement.

## **ARTICLE 7** **Miscellaneous**

**7.1 Waiver of Notice.** Whenever any notice is required to be given to any Member or Director of the Association under the provisions of Texas Nonprofit Corporation Law, the Articles or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

**7.2 Meetings by Telephone Conference or Other Remote Communications Technology.** Subject to the provisions required or permitted by Texas Nonprofit Corporation Law, the Articles and these Bylaws for notice of meetings, Members, Directors, or members of any committee may participate in and hold a meeting of such Members, Board, or committee by means of: (1) conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other; or (2) another suitable electronic communications system, including videoconferencing technology or the Internet, only if: (a) each member entitled to participate in the meeting consents to the meeting being held by means of that system; and (b) the system provides access to the meeting in a manner or using a method by which each member participating in the meeting can communicate concurrently with each other participant. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**7.3 Electronic Communications.** An electronic transmission by a Member or Director or a photographic, photostatic, facsimile, or similarly reliable reproduction of a writing signed by a Member or Director is regarded as being signed by such person for the purposes of these Bylaws. An electronic transmission by a Member or Director consenting to an action to be taken is considered to be written, signed, and dated if the transmission sets forth or is delivered with information from which the Association can determine that the transmission was transmitted by the Member or Director and the date on which it was transmitted. The date of transmission is the date on which the consent was signed. If the consent is not solicited by the Association or the Board, consent given by electronic transmission will not be considered delivered until the consent is

reproduced in paper form and delivered to the Association (i) at its registered office or its principal place of business, addressed to the Chairman of the Association, or (ii) to an officer or agent of the Association having custody of the records of Members meetings. If the consent is solicited by the Association or its Board, consent given by electronic transmission may be delivered to the Association in the manner described in the preceding sentence or in any other manner provided by resolution of the Board or as provided in these Bylaws. Any photographic, photostatic, facsimile, or similarly reliable reproduction of a consent in writing signed by a member or Director may be substituted for the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the original writing. "**Electronic transmission**" includes email.

**7.4 Contracts.** The Board may authorize any Officer or Officers, agent or agents of the Association, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

**7.4 Checks, Drafts, Etc.** All checks, drafts or other instruments for payment of money or notes of the Association shall be signed by such Officer or Officers or such other person or persons as shall be determined from time-to-time by resolution of the Board.

**7.5 Deposits.** All funds of the Association shall be deposited from time-to-time to the credit of the Association in such banks, trust companies, or other depositories as the Board may select.

**7.6 Gifts.** The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

**7.7 Books and Records.** The Association shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the Members, Board, and committees and shall keep at the registered office or principal office in this State a record of the names and addresses of its Members entitled to vote. A Member of the Association, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, at any reasonable time, for any proper purpose, the books and records of the Association relevant to that purpose, at the expense of the Member.

**7.8 Financial Records and Annual Reports.** The Association shall maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions of the Association, including all income and expenditures, in accordance with good accounting practices, consistently applied. All records, books, and annual reports (if required by law) of the financial activity of the Association shall be kept at the registered office or principal office of the Association in this state for at least three (3) years after the closing of each fiscal year and shall be available to the public for inspection and copying there during normal business hours. The Association may charge for the reasonable expense of preparing a copy of a record or report.

**7.9 Fiscal Year.** The fiscal year of the Association shall be as determined by the Board.

**7.10 Counterparts and Execution.** Any writing called for by these Bylaws may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. A facsimile or other form of electronically reproduced signature shall have the same force and effect and an original execution.

**7.11 Notice.** Unless otherwise expressly provided herein, any notice required or permitted hereunder shall be in writing and shall be deemed given or made as follows: (i) when delivered in person (deemed effective upon delivery); (ii) when sent by first class mail (deemed effective upon mailing); (iii) when sent by facsimile (deemed effective upon receipt of a written confirmation of successful transmittal); (iv) when sent by nationally recognized commercial air courier service (deemed effective the first Business day following deposit with the air courier service); and (v) when sent by email (deemed effective the first Business Day following transmission), to the recipient at the recipient's last known address, facsimile number or email address, as applicable, according to the records of the Association. Notice to any Family Member is deemed is deemed notice to all Family Members. An affidavit or certificate of the giving of any notice in accordance with the provisions of this Section 7.11 executed by a Secretary shall be prima facie evidence of the giving or sending of such notice by first class mail. If any notice addressed to a Member at his or her address appearing on the books of the Association is returned by the United States Postal Service marked to indicate that the United State Postal Service is unable to deliver it, such notice shall be deemed to have been duly given or sent without further mailing (until such time as such Member notifies the Association of a change in his or her address) if such notice is available for the Member at the principal office of the Association for a period of one (1) year from the date of the giving or sending of such notice. Any notice to the Association shall be deemed given if received by the registered agent at the registered office of the Association designated pursuant to Section 2.1. The Association, its Directors and Officers may rely upon, and shall be protected in relying upon, any notice or other document from a Member or other person if he or she believe such notice or document to be genuine

## **ARTICLE 8** **Construction**

**8.1 Pronouns and Headings.** All personal pronouns used in these Bylaws shall include the other gender whether used in masculine or feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate. All headings herein are for the parties' convenience only and neither limit nor amplify the provisions of this Agreement.

**8.2 Invalid Provisions.** If any one (1) or more of the provisions of these Bylaws, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any such provision shall not be affected thereby.

**8.3 Time Computation.** All time periods set forth herein be computed based on



Calendar Days, unless Business Days are expressly prescribed. In computing any period of time prescribed or permitted by these Bylaws, the day of the act or event from which the designated period of time begins to run shall not be included, but the last day of the period so computed shall be included. Whenever these Bylaws prescribes or permits an act to be done or a notice to be given, such act must be completed and/or such notice must be given not later than 5:00 p.m. local Houston, Texas time on the last day of the period provided for performing the act or giving the notice.

**ARTICLE 9**  
**Amendment of Bylaws**

**9.1 Amendment.** The Board of Directors may amend or repeal these Bylaws, or adopt new Bylaws, unless the Articles or Texas Nonprofit Corporation Law limit such powers.

Adopted effective: October 15, 2012.