



SUGAR LAND GIRLS SOFTBALL ASSOCIATION

slgsa

BY-LAWS

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ARTICLE I

NAME AND LOCATION

Section 1. Name of Organization

This organization shall be known as the Sugar Land Girls Softball Association, hereinafter referred to as **"SLGSA"** or **"Association"**.

Section 2. Boundaries

The primary boundaries for this association shall be Fort Bend County, however, in an effort to promote the sport, players do not have to reside in Fort Bend County.

Section 3. Principal Office

The principal office of the Association shall be physically located at Imperial Park, Sugar Land, TX.

Section 4. Registered Agent / Office

The Association shall comply with the requirements of Chapter 22 of the Texas Business Organizations Code and maintain a registered office and registered agent (whose office shall be identical to the registered office) in Texas. The registered office may, but need not, be identical with the Association's principal office. The Association may change the registered office and the registered agent as provided in the Code.

ARTICLE II

PURPOSE

Section 1. Mission

The mission of SLGSA shall be to provide the girls of our community a place to learn good sportsmanship, honesty, foster friendships, loyalty, courage and respect so they will be well adjusted, stronger and happier girls who will grow to be positive, healthy and trustworthy women.

This mission will be achieved by providing supervised competitive fastpitch softball which provides an environment where the attainment of athletic skills or the winning of games is secondary, and the molding of future women is of primary importance.

Section 2. Use of SLGSA Facilities and Equipment

In order to be consistent with the SLGSA's objectives delineated in Section 1 above and to ensure that the SLGSA's non-profit status is not placed in jeopardy, SLGSA facilities or equipment shall not be used by any individual or any organization for their partial or sole benefit except as may be approved by the Board of Directors

ARTICLE III

BOARD OF DIRECTORS

Section 1. Composition of the Board

The business, property and activities of the SLGSA shall be managed by no more than twenty (20) Association Members to include six (6) executive officers ("**Executive Officers**"), six (6) sports commissioners ("**Commissioners**") and eight (8) committee chairpersons ("**Chairpersons**") all of whom shall collectively be known as the Board of Directors ("**Directors**").

Eligibility

- (a) Only an Association Member shall be eligible to be elected to and serve on the Board of Directors of the SLGSA. An Association Member is defined as an adult who has custody of at least one (1) eligible daughter registered to play and who actively participates (unless temporarily incapacitated) on an SLGSA sanctioned team.
- (b) Any person not meeting said requirement may be appointed as an Honorary Member, by a two-thirds (2/3rds) vote of the then existing Board. An Honorary Member may then serve on the Board as a Director until the next Annual General Election and shall be eligible for re-appointment under the same conditions set forth above if a vacancy exists.
- (c) Alternatively, any person not meeting said requirement, may be approved as an Electable Honorary Member by a two-thirds vote of the then existing Board. That person may then run in the next General Election, and if elected, will serve as any other elected Director with the restriction that that Director cannot serve as an Executive Officer unless approved by a majority board vote.
- (d) If a Director, during his/her term of office, forfeits his/her eligibility pursuant to the above, that Director may complete the remaining term of his/her office with all the rights and entitlements of a Director.
- (e) A husband and wife may serve at the same time as a Director, provided that both cannot serve at the same time as Executive Officers. Any husband and wife serving at the same time as Directors shall only carry one (1) combined vote on all matters, instead of two (2) individual votes. Any husband and wife serving at the same time as Directors shall only count for one (1) in attendance for the purpose of determining the existence of a quorum.

Section 2. Election of Directors

Candidates for the Director election shall declare their candidacy by notifying the current Board of Directors prior to the April Board Meeting.

The general election ("**Annual General Election**") shall commence within five (5) days after the April Board Meeting and shall conclude by the end of the month.

Duly elected members will be notified of their appointment by the Executive Vice President or, in his/her absence, a Director so appointed by the President, within five (5) days after the last day of the election.

Section 3. Election of Directors to Board Positions

The Directors at the first meeting of the board in June will hold elections for Board Positions.

Election of Directors to Board Positions will be accomplished in the following manner:

- (a) Each member of the Board of Directors must fill a vacant Board Position.
- (b) A Director candidate for a Board Position shall declare his/her candidacy (verbally or in writing) for any one (1) or two (2) positions, prior to the vote, by declaring a primary and secondary choice.
- (c) If none or only one (1) Director declares his/her candidacy for any given Board Position during the election process, then at that time any Director(s) may also choose to become a candidate for that position regardless of if that was not originally the primary or secondary choice of that Director.
- (d) The Board Positions shall be filled by a majority vote. If there is no clear majority, the Director with the largest number of votes shall be declared the winner.
- (e) The election will be accomplished in the precise order as follows:
 - President
 - Executive Vice President
 - Treasurer
 - Vice President Sports Commission
 - Secretary
 - Director of Purchasing
 - 6U Commissioner (5-6 years)
 - 8U Commissioner (7-8 years)
 - 10U Commissioner (9-10 years)
 - 12U Commissioner (11-12 years)
 - 18U Commissioner (13 - 18 years)
 - A-Team / All-Star Team Commissioner
 - Chairperson Sponsors
 - Chairperson Parent Affairs
 - Chairperson Scheduling
 - Chairperson Sports Equipment
 - Chairperson Communications
 - Chairperson Programs/Publicity
 - Chairperson Complex Maintenance
 - Chairperson Concessions
- (f) If no one Director chooses to fill a particular Board Position, that position will be “passed” and only considered again after all the following positions have been voted on. This process will continue until such time as all Board Positions are filled.
- (g) If a Director refuses to announce his/her candidacy for any Board Position, that Director will be considered to have tendered his/her resignation as a Director.
- (h) Each Director, except for the then current President or Director acting in his/her behalf, will cast one vote for each of the nineteen (19) Board Positions. The then current President or Director acting in his/her behalf shall cast one (1) vote only to break a tie.
- (i) No proxy votes will be accepted in the election for any Board Position; except that an absent Director declaring his/her candidacy will be allowed to cast one (1) proxy vote for

him/herself for a Board Position if such request is submitted in writing to the President or Secretary.

- (j) The vote will be by secret ballot which will be counted by the President, the Executive Vice President and Secretary unless they shall be a candidate for the position being voted on, in which case the President will appoint one or more other Directors, who are not candidates for that Board Position, to count the vote. If no such Directors qualify, then the President, Executive Vice President and Secretary will count the votes.
- (k) The Board Position term expires at the next Board Position election.

Section 4. Term of Office

The Directors will serve a three (3) year term and must be re-elected by the members of the Association thereafter. Newly elected Directors shall take office at the first meeting of the board in June after the Annual General Election.

Except as otherwise set forth in these bylaws, all Directors shall be eligible for re-election or re-appointment following expiration of their term in office.

Section 5. Resignation

A Director may resign by delivering written notice to the Board of Directors, President, or Secretary of the Association. A resignation is effective when the notice is received unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may fill the pending vacancy sooner, stipulating that the successor does not take office until the effective date.

Section 6. Vacancies

Vacancies in a Board Position may be filled by a currently serving Director, upon election by the Directors as specified in this Section 3, for the remaining term or, if no Director is so chosen, by a member of the Association elected by a majority of the Directors. In the latter instance, the Executive Vice President shall seek a qualified candidate(s) who shall be asked to appear before the board to declare his/her candidacy.

A vacancy on the Board of Directors by a Director may be filled by a majority vote of the Board of Directors remaining in office. The newly elected Director shall serve until the next Annual General Election.

If for any reason a vacancy shall occur in the Office of President, the Executive Vice President shall fill such vacancy until the Board of Directors can hold an election. In the case of a vacancy by both the President and Executive Vice President, the Office of President shall be filled by the Vice President Sports Commission, the Secretary, or the Director of Purchasing, in that order.

Section 7. Removal of Directors

A Director may be removed without cause by a three quarters (3/4) vote of the Directors then in office.

A Director may be removed by majority vote of the Directors then in office for failing to attend two (2) consecutive regular meetings of the Board of Directors without providing advance notice by contacting the President via phone, e-mail, or text, or any Director absent from six (6) regularly scheduled Board meetings in any given twelve (12) month period following the date the Board establishes for elections.

Any Board action to remove a Director shall not be valid unless each Director has had at least seven (7) days written notice that the matter will be voted upon at a meeting of the Board of Directors.

Section 8. Compensation

The Board of Directors shall not permit compensation of Directors for their services as such.

ARTICLE IV

GOVERNMENT

Section 1. Robert's Rules of Order

The Association shall operate under "Robert's Rules of Order" unless otherwise specified herein.

Section 2. Place of Meetings

All meetings of the Board of Directors shall be held in Fort Bend County, Texas, at such place as the Board of Directors may determine.

Section 3. Regular Meetings

The regular meeting of the Directors shall be held the second Wednesday of each month at a time and place fixed by the President or the Executive Vice President in his/her absence. Regular meetings scheduled on a holiday shall be held the following Wednesday unless otherwise approved by a majority vote of the Directors. Regular meetings of the Directors may be re-scheduled on an as needed basis by a majority vote of the Directors.

Directors meetings shall be open to Association members. Other parties may attend at the invitation of the President. Members and such other parties permitted to attend may address the Directors if so scheduled by the Secretary or so resolved by a majority vote of the Directors.

Section 4. Special Meetings

Special meetings of the Directors may be called by or at the request of the President, or the Executive Vice President in his/her absence, or by twenty percent (20%) of the Directors then in office at a time and place (within Fort Bend County) fixed by the President or the Executive Vice President in his/her absence. Special Meetings of the Board of Directors must be preceded by at least seven (7) days' notice to each director of the date, time, place, and purpose of the meeting. The person(s) calling a special meeting shall provide the Secretary the information required to be included in the notice of the meeting. The Secretary shall give notice to the Directors in the manner required. Notice may be oral, written, by electronic mail, or voice mail.

Section 5. Annual General Election

The annual General Election will be by secret ballot. The election shall be conducted on Wednesday, Thursday and Saturday during the last week of the Spring League regular season, at times consistent with Association play and at a site where the majority of SLGSA games are played. Should weather or other conditions make voting impossible or impractical, the President, at his/her discretion, shall designate an alternate day(s) as soon as practicable. Each family of a legally registered participant(s) will have one (1) vote for each Director position open. The individuals running for a position on the Board of Directors will be elected to the general Board of Directors only and not to any specific position. Proxy votes will not be accepted in the General Election.

Section 6. Closed Meetings

At any time during the course of a meeting the President may declare a "closed meeting" and all persons, other than the currently elected Directors, shall be required to leave the meeting. Directors who may be the subject of the closed meeting may also be requested by the President to leave the meeting.

Section 7. Notice

Any Director may request either the President or Secretary to place an item of new business on the agenda up to forty-eight (48) hours prior to the meeting, except that any business not so placed on the agenda shall not be considered unless fifty percent (50%) of those Directors entitled to vote are in attendance or as otherwise specified in these bylaws.

The notice required for the Removal of Directors (Article III section 6), Special Meetings (Article IV Section 4), and Amendments (Article XII Section 2) shall be written and shall be effective at the earliest of the following:

- (a) When received, including by successful transmission of electronic mail, text, or commonly used electronic communication utilized by the Board of Directors;
- (b) On the date shown on the return receipt, if sent by registered or certified mail or other delivery service, and the receipt is signed by or on behalf of the addressee;

Written notice addressed to a Director at the physical or electronic address shown in the Association's current list of Directors is deemed to be correctly addressed.

Section 8. Waiver of Notice

Whenever any notice is required by law or these bylaws, a waiver thereof in writing signed by the person(s) entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. A Director's attendance at or participation in a meeting waives any required notice of the meeting unless the Director upon arriving at the meeting or prior to the vote on the matter not noticed in conformity with law or these bylaws objects to a lack of notice and does not thereafter vote for or assent to the objected to action.

Section 9. Quorum

A quorum of the Board of Directors shall consist of at least fifty percent (50%) of the Directors in office immediately prior to the start of the meeting; provided that in no event shall a quorum consist of fewer than three (3) Directors. A Director present by proxy may not be counted toward a quorum. A Director participating in the meeting via communications equipment may be counted toward a quorum.

A Director who is present at a meeting but departs during the meeting shall not be considered present for the purpose of determining the existence of a quorum, as defined herein, subsequent to the departure of that Director.

Section 10. Manner of Acting

If a quorum is present when a vote is taken, the affirmative vote of the majority (of the sum of Directors present in person or via communications equipment plus those voting by proxy) is the act of the Board of Directors, unless the vote of a greater number of Directors is required by law or these bylaws.

Section 11. Voting

All Directors shall have one (1) vote on matters on which they are entitled to vote as specified by these bylaws; except in any direct matter involving him/herself except during the General Election or the election of Board Positions.

All matters concerning policy of the SLGSA shall be decided by a vote of the Directors and no motion shall carry without a majority vote unless so noted in these bylaws.

The President, or Director acting in his/her absence, may vote as any other Director on all matters so specified in these bylaws but is not obligated to do so. If there is a tie vote, the President's vote may be cast to either defeat or affirm a motion or resolution. If the President's vote creates a tie, the motion or resolution before the Directors shall be defeated.

Any Director may request a secret ballot on any vote. Secret ballots cast shall be counted by the Secretary, Executive Vice President or, in their absence, one (1) or more Directors appointed by the President. The results of the vote shall be entered into the minutes; except that the actual vote count shall not.

A motion to reconsider a previous vote or action taken may be introduced to permit correction of a hasty, ill-advised or erroneous action under the following circumstances:

- (a) A minimum of three (3) Directors must submit a written request for reconsideration to the President, or the Director serving in his/her absence, within five (5) days following the date of the meeting during which the motion was initially voted on or action addressed. The Directors making such a request may not include those Directors who initiated or seconded a defeated motion.
- (b) The President, or Director serving in his/her absence, may convene a special meeting of the Board or table the request for reconsideration until the next regularly scheduled meeting of the Board. Pursuant to Article IV Section 4, any three (3) Directors may request that a special meeting be convened.
- (c) Any motion or action reconsidered or any motion or action that addresses similar issues, regardless of the outcome, may not again be considered for a minimum of six (6) months from the date of the last debate on the motion or action.

Section 12. Proxies

A Director may vote by proxy if executed in writing, with a verifiable date and time stamp, by that Director. A proxy shall be valid until the earlier of:

- (a) Delivery, to the Secretary or other designated officer, of a signed writing revoking the proxy;
- (b) Three (3) months from the date of the execution of the proxy.

Each proxy shall be revocable unless expressly provided therein to be irrevocable, and unless otherwise made irrevocable by law. If a person who has duly executed a proxy attends a meeting, the proxy shall not be effective for that meeting. A person who is authorized to exercise a proxy may not exercise the proxy unless the proxy is delivered to the officer presiding at the meeting before the business of the meeting begins. The Secretary or other person taking the minutes of the meeting shall record in the minutes the name of the person who executed the proxy and the name of the person authorized to exercise the proxy.

Section 13. Presumption of Assent

A Director who is present at a meeting of the Board of Directors or of a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless:

- (a) Such Director objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting;

- (b) Such Director's dissent or abstention from the action taken is entered into the minutes of the meeting;
- (c) Such Director delivers written notice of dissent or abstention to the presiding officer of the meeting before adjournment or to the Association immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action item.

Section 14. Teleconference

The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through, the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating by this means is deemed to be present in person at the meeting.

Section 15. Action Without Meeting

In cases where perceived expediency is of the essence, action without meeting may be taken under the following circumstances:

- (a) A Director gains a written consent (should time allow), stating the action to be taken and is signed by the majority of Directors. The consent must state the date of each Director's signature.
- (b) A Director in conjunction with the appropriate Executive pertaining to the situation (if unsure of which Executive, the Director should begin with the President and continue down the Executive Committee list until contact is established), deems that there is not enough time to gain written consent as stated above, shall take action without consent provided prompt notice of taking such action is given to the Directors, the understanding that such action shall be temporary in nature and shall not deem a permanent change to any by-law or rule, and that such action will be added to the next available Directors meeting agenda in order to ascertain if any permanent change should be considered pursuant to Article IV Section 11.

It is understood that in these circumstances the Director taking action is entrusted to do so for the good and betterment of SLGSA and is not to take any personal considerations into account less they be subject to reprimand pursuant to Article IV Section 16.

Section 16. Misconduct

(a) Suspension

The President (or the Director serving in his/her place during the President's absence or if the President is the subject of the misconduct) may temporarily suspend from any participation in any SLGSA affairs, for a period not to exceed thirty (30) days, any SLGSA member, player, parent, coach, volunteer, Director, or other person for misconduct as may, from time to time, be defined by the Board of Directors. The suspension shall remain in effect for up to thirty (30) days pending review of the misconduct by the Directors as noted herein.

The Secretary will notify any individual so suspended in writing within five (5) calendar days following such suspension.

(b) Review of Misconduct

The review of misconduct by a suspended member, player, parent, coach, volunteer, Director, or other person, will be conducted by the Directors in a regular or special meeting called for that purpose. Such meeting will be convened within thirty (30) days from the effective date of the suspension. The offending party shall be allowed to address the Directors either in person or in writing.

(c) **Removal**

The Directors, by a two-thirds (2/3s) vote of the existing board acting at any duly constituted meeting, with notice at least during the previous regular or special meeting, shall have the authority to remove any Director who elects to serve on the board of, coaches a team for or recruits players on behalf of another girls softball league or whose conduct is considered detrimental to the best interest of the Association or any manager, coach, player, parent, volunteer or other person whose conduct is considered detrimental to the best interest of the Association.

The Secretary will notify any individual so removed in writing within five (5) calendar days following such removal.

(d) **Duration of Removal**

For the first offense, the offending individual may be barred from all Association activity for a period up to two (2) years. A second offense will result in a permanent ban from all Association activities.

Section 17. Conflict of Interest Transactions

A conflict of interest transaction is a transaction with the Association in which a Director has a direct or indirect interest. A Director has an indirect interest in a transaction if:

- (a) Another entity in which the Director has a material interest or in which the Director is a general partner is a party to the transaction;
- (b) Another entity of which the Director is a Director, Officer, or Trustee is a party to the transaction.

A conflict of interest transaction is not voidable or the basis for imposing liability on the Director if the transaction was fair at the time it was entered into or is approved in advance by the vote of the Board of Directors or a committee of the Board as follows:

- (a) The material facts of the transaction and the Director's interests are disclosed or known to the Board or committee of the Board;
- (b) The Directors approving the transaction in good faith believe that the transaction is fair to the Association.

A conflict of interest transaction is approved if it receives the affirmative vote of a majority of the Directors in office or on the committee who have no direct or indirect interest in the transaction. The transaction may not be approved by a single Director.

Section 18. Conflict of Interest

Any committee member, be it a standing or special committee, deemed by the President to have a conflict of interest will be substituted for by a Director appointed by the President. The President shall not serve on any committee (standing or special) if, via a majority vote of the Directors, it is deemed a conflict of interest exists as to the President.

Section 19. Liability of Directors

No Director shall be answerable for any act, receipt, neglect, or default of any other Director; and Directors shall not be liable, individually or collectively, for any error in judgement, nor for any act done, or step taken, or omitted under the advice of counsel, nor for any mistakes of fact or of law, nor any good faith act or omission.

ARTICLE V

OFFICERS

Section 1. Positions

The Executive Officers of the SLGSA shall be the (i) President, (ii) Executive Vice President, (iii) Treasurer, (iv) Vice President Sports Commission, (v) Secretary, and (vi) Director of Purchasing.

Section 2. Duties

The duties and responsibilities of the Directors shall include the following activities and those so requested by the President. The President may, from time to time, assign additional duties to or reassigned the duties delegated to any Director, as specified herein, as he/she so chooses.

Section 3. President

The President shall preside at all Directors Meetings and the Annual Meeting; shall have general supervision over the affairs of the Association and over the Directors; shall sign all written contracts of the SLGSA. The President or their designee shall be the official SLGSA representative. The President shall call special meetings of the Directors and shall appoint special committees. The President shall be responsible for interpreting these bylaws and the provisions of Robert's Rules of Order. The President shall be responsible for all insurance matters of the Association. The President shall monitor all financial activities of the Association.

Section 4. Executive Vice President

The Executive Vice President (EVP) shall substitute in all matters for the President in his/her absence. EVP shall chair special committees from time to time appointed by the President unless otherwise specified herein. EVP shall review all issues involving interpretations of the bylaws or policies and procedures of the league; except for those matters involving playing rules and regulations. The Executive Vice President shall assume other duties and responsibilities as may from time to time be directed by the President. The Executive Vice President shall be responsible for recommending long-range plans and goals for the league. EVP shall, along with the President, attend meetings of governmental bodies with decision-making authority that may affect the league and shall promote the league. EVP shall attend meetings involving any sports governing association (i.e. – USA Softball).

Section 5. Treasurer

The Treasurer shall have custody of all money and securities of the SLGSA; and shall sign all SLGSA checks except as otherwise noted in these bylaws; shall keep regular books of the accounts; shall receive and process mail; shall submit a written report on the financial condition of the Association at each regular (monthly) Directors meeting; and shall make a detailed financial report at the end of the fiscal year (July 31). Treasurer shall be responsible for preparing the Association's annual and seasonal budgets for approval by the Directors.

In critical situations when the Treasurer is not available, the President, Executive Vice President, Sports Commissioner, Secretary, and/or Director of Purchasing (whomever is a current authorized signatory on the account) may sign SLGSA checks.

Section 6. Vice President Sports Commission

The Vice President Sports Commission (VPSC) shall chair all meetings of the Commissioners. VPSC shall promulgate rules and regulations of play; except that the Directors shall approve all such rules and regulations. VPSC shall oversee the activities of the various Commissioners and, in conjunction with the Commissioners, make recommendations as to all managers, coaches, the formation of All-Star and recreational teams, and the rules and regulations governing such teams; except that the Directors shall approve the appointment of all coaches and all matters involving such teams unless otherwise specified herein. VPSC shall be responsible for recommending game schedules involving recreational teams to include the number of games, inter-league games, make-up games and practice sessions and recommending game sites; except that the Directors must approve all schedules and game sites at the beginning of each season. VPSC shall chair the Protest Committee.

Section 7. Secretary

The Secretary shall issue notice of all meetings of the Directors and shall record attendance and keep the minutes of same; shall have charge of all corporate books, records and papers; shall attest his/her signature on all written contracts of the SLGSA; and shall perform all other duties incidental to the position as noted in these bylaws. Secretary shall provide notice to all Directors in all other matters except as otherwise specified in these bylaws. As well, shall oversee and be responsible for the Association's registration process to include scheduling of Directors to register members. Secretary shall coordinate activities with Team Parents and/or coaches with regard to any parent complaints and investigate matters involving the conduct of parents with the assistance of the Chairperson Parent Affairs as he/she deems necessary.

Section 8. Director of Purchasing

The Director of Purchasing (DOP) shall be responsible for securing all bids from vendors desiring to do business with the SLGSA, to include but not necessarily limited to, suppliers of uniforms, sports equipment, plaques and trophies and printed material, including Association directories; except that the Directors must approve all such purchases. DOP shall coordinate activities with the Chairperson Sponsors, Programs/Publicity, Sports Equipment, and Complex Maintenance. DOP shall coordinate with the VPSC, the scheduling of any team pictures and the distribution of uniforms and trophies.

ARTICLE VI

FINANCE

Section 1. Authority of Funds

The funds of the Association shall be deposited in such bank(s) as the Directors shall designate and shall be withdrawn only upon the check or order of the Treasurer, countersigned by the President, Executive Vice President, Director of Purchasing, Secretary or the Vice President Sports Commission.

Section 2. Disability of the Treasurer

In case of absence or disability of the Treasurer, the President, Executive Vice President, Director of Purchasing, or the Vice President Sports Commission, or any other Executive officer of the Association designated in writing by the Directors, may be qualified to sign checks or orders.

Section 3. Financial Responsibilities of the Directors

The Directors shall decide all matters pertaining to the finances of the Association and it shall place all income into a common treasury directing the expenditure of funds in such manner as to be equitable to all parties and members.

Section 4. Disbursement Approval

The Treasurer may not disburse funds or make payments without the approval of the Directors.

Section 5. Review by the Directors

The Directors shall review the financial records of the Association at least twice each year by the Directors.

Section 6. Fiscal Year

The fiscal year of the corporation shall begin on the first day of August and end on the last day in July in each year.

The books of the Association shall be closed as of the end of each fiscal year and a Profit-Loss Financial Statement shall be prepared by the Treasurer and submitted to the Board of Directors for its approval. In the discretion of the Board of Directors, the Association may engage an independent certified public accountant to audit or review financial statements, and/or prepare and submit tax documents.

Section 7. Books and Records

The Association shall keep, as permanent records, the minutes of all meetings of its Board of Directors, a record of all actions taken by Directors without a meeting, and a record of all actions taken by the Executive Committee and any other committee of the Board of Directors. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time. The Association shall keep a copy of the following records at its principal office of record, or any other location designated by resolution of the Directors:

- (a) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Association, including but not limited to, the articles of incorporation or restated articles of

- incorporation and all amendments to them currently in effect, and statements of change registered office or registered agent;
- (b) A copy of the bylaws or restated bylaws and any amended version or amendments to the bylaws currently in effect;
 - (c) A list of the names and addresses of the current Directors, Officers, and committee members;
 - (d) A financial statement showing assets, liabilities, and net worth of the Association at the end of the five most recent fiscal years;
 - (e) A financial statement showing the income and expenses of the Association for the five most recent fiscal years;
 - (f) An original executed copy of the power of attorney for any instrument related to the Association which is executed by means of a power of attorney;
 - (g) All rulings, letters, and other documents relating to the Association's federal, state, and local tax status;
 - (h) The Association's federal, state, and local tax information or tax returns (to the extent that the Association is required to file such returns) for each of the five most recent tax years.

Any Director, Officer, or committee member of the Association may inspect and receive copies of all Association records required to be kept by these Bylaws. In addition, to the extent required by applicable law, the Association shall make available for inspection and copying during regular business hours items (g) and (h) above to any person, within ten (10) days of receipt of a written request, provided that the names and addresses of contributors to the Association may be kept confidential.

Section 8. Contracts

The Directors may authorize any Director or agent 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. Such authority may be general or confined to specific instances.

Section 9. Gifts

The Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general or specific purposes of the Association; except that any Director accepting any such gift or other compensation on behalf of themselves for services rendered on behalf of the Association, or for any other purpose, will be considered to be in violation of these bylaws and will be subject to suspension or permanent removal from office.

Section 10. Fundraising

SLGSA facilities and equipment may be used in a fundraising endeavor as follows, but only if approved by:

- (a) Majority vote of the Directors.
 - (1) As a means to raise funds by an SLGSA sanctioned Division "A" team or All-Star team pursuant to Articles X and XI of these bylaws, respectively.
 - (2) As a means to raise funds wherein said funds inure solely to the benefit of the SLGSA.

Under either of these circumstances, the Board requires that the SLGSA be provided with documentation, in an approved format, accounting for the use and/or allocation of all funds so raised.

(b) Two-thirds (2/3rds) vote of the Directors.

- (1) As a means to raise funds wherein said funds are meant for the benefit of a city, state or nationally recognized charity or a charity to benefit a specific individual or family.
- (2) In support of a nationally recognized, non-profit softball organization wherein the funds raised are paid directly to and are used for the benefit of said organization.
- (3) By any other organization at the discretion of SLGSA, that organizes an activity that promotes softball and the SLGSA.

Under either of these circumstances, the Board requires that the SLGSA be provided with documentation, in an approved format, accounting for the use and/or allocation of all funds so raised.

(c) No Board approval.

No Board approval shall be required in any fundraising activity involving SLGSA's facilities which are undertaken at the direction of the City of Sugar Land; provided that, no SLGSA equipment shall be used in said fundraising activity unless approved by a two-thirds (2/3rds) vote of the Directors.

ARTICLE VII

SPORTS COMMISSION

Section 1. Composition of the Sports Commission

There shall be six (6) members of the Sports Commission who shall function under the direction of the Vice President Sports Commission.

The Sports Commission shall be comprised of the following Directors:

- (a) 6U Commissioner (5-6 years)
- (b) 8U Commissioner (7-8 years)
- (c) 10U Commissioner (9-10 years)
- (d) 12U Commissioner (11-12 years)
- (e) 18U Commissioner (13-18 years)
- (f) A-Team / All-Star Team Commissioner

Section 2. Duties and Responsibilities of Sports Commissioners

No Director shall serve as Commissioner of the age group in which their daughter plays, such being deemed a conflict of interest.

The duties and responsibilities of the Commissioners are:

- (a) To develop rules for each component of the sports program, which shall be submitted to the Directors for approval no less than one (1) month prior to the first scheduled game of each season.
- (b) To recruit managers and coaches and review and submit their applications, with recommendations, for approval by the Directors.
- (c) To oversee tryouts, player drafts, manager appointments and duties, and rules of the league.
- (d) To schedule coach and player clinics, all games, and tournaments.
- (e) To review all protests, problems, suggestions or complaints concerning playing rules and regulations.
- (f) The Commissioner shall bring all protests to the attention of the Vice President Sports Commission for final adjudication within forty-eight (48) hours after the filing of such protest.

Section 3. Other Duties

The Commissioners shall, from time to time, carry out other duties and responsibilities as requested by the President. The Sports Commissioners shall report at each meeting of the Directors.

ARTICLE VIII

COMMITTEES

Section 1. Standing Committees

There shall be eight (8) Standing Committees: Sponsors, Parent Affairs, Scheduling, Sports Equipment, Communications, Programs/Publicity, Complex Maintenance, and Concessions. Each Standing Committee shall be chaired by a Committee Chairperson and shall be overseen by and/or coordinate with an Executive Officer.

Section 2. Role of Chairpersons

A Director, as a Standing Committee Chairperson, shall serve for a term of one (1) year, and shall oversee the activities of a Standing Committee.

Section 3. Composition of the Standing Committee

Each Standing Committee shall consist of at least one or more Directors and such other members as the Chairperson may appoint, but only with the approval of the Directors. Such Standing Committee, to the extent provided in these bylaws, shall only have and only exercise the authority granted to it by the Directors.

Section 4. Duties and Responsibilities of Chairpersons

The duties and responsibilities of the Chairperson of the Standing Committees shall include:

(a) Chairperson Sponsors

The Chairperson Sponsors (CS) shall work with team managers in soliciting sponsors for each team, as well as corporate sponsors, prior to the spring season. CS shall make recommendations to the Directors concerning sponsor fees, advertising and other sponsor benefits; except that the Directors shall approve all fees, advertisements and benefits. CS shall be responsible for collecting all sponsor fees, for dissemination to the Treasurer, and distribution of sponsor benefits. The Chairperson Sponsors shall coordinate with the Treasurer.

(b) Chairperson Parent Affairs

The Chairperson Parent Affairs (CPA) shall assist with the Association's registration process to include scheduling of Directors to register members. CPA shall coordinate activities with Team Parents and/or coaches with regard to any parent complaints and investigate matters involving the conduct of parents. CPA shall coordinate with Team Parents the scheduling of team pictures and the distribution of uniforms and trophies. CPA shall, in conjunction with the Chairperson Complex Maintenance and other Directors, procure volunteers for field maintenance duties and various other Association activities, except where otherwise designated in these bylaws or so designated by the President. The Chairperson Parent Affairs shall report activities to the President.

(c) **Chairperson Scheduling**

The Chairperson Scheduling (CSC) shall oversee the scheduling of all league games, practices, and schedule the end of season league tournaments. CSC will also schedule for instructor facility use and A-team and All-Star practices. CSC shall also be responsible for the scheduling along with other district schedulers, if applicable, for any Co-Op events. Where applicable, CSC would assist the Chairperson Programs/Publicity to schedule league sponsored clinics and programs. The Chairperson Scheduling shall report activities to the Vice President Sports Commission.

(d) **Chairperson Sports Equipment**

The Chairperson Sports Equipment (CSE) shall be responsible for the safekeeping and maintenance of all playing equipment. CSE shall make recommendations to the Directors concerning the acquisition, safekeeping, issuance and collection of such equipment. CSE shall arrange for the purchase of new or replacement equipment through the Director of Purchasing. The Chairperson Sports Equipment shall coordinate with and report to the Director of Purchasing.

(e) **Chairperson Communications**

The Chairperson of Communications (CC) shall be responsible for maintaining the SLGSA web site, social media, and all verbal communication for league. The Chairperson of Communications works closely with the Vice President Sports Commission along with the Chairperson Programs/Publicity on all Opening Day events. The Chairperson Communications shall report activities to the President.

(f) **Chairperson Programs/Publicity**

The Chairperson Programs/Publicity (CPP) shall be responsible for developing advertising, marketing campaigns and strategies, and shall work with the media to inform the community of any and all SLGSA activities in conjunction with the help of other Directors. CPP shall arrange for delivery of printed material to various locations deemed necessary. CPP shall be responsible for coordinating with other Directors, the opening day activities and other special events including working with the Chairperson Scheduling. The Chairperson Programs/Publicity shall report activities to the President.

(g) **Chairperson Complex Maintenance**

The Chairperson Complex Maintenance (CM) shall be responsible for maintaining the SLGSA fields and surrounding properties associated with SLGSA play. CM shall be responsible for obtaining bids from contractors and purchasing all equipment and supplies associated with maintenance of SLGSA fields; except that, all purchases and contracts must be approved by the Directors. CM shall work closely with the approved contract field maintenance contractor and the Parks & Recreation Department to ensure the overall appearance and upkeep of Imperial Park. CM shall coordinate his/her activities with the Executive Vice President.

(h) **Chairperson Concessions**

Chairperson Concessions (CCS) shall be responsible for the management of the concession stands; including supervision and hiring of workers, preparation of menus and inventory management. CCS shall also work closely with the Treasurer to coordinate control of cash and bank deposits pertaining to concession proceeds and will report directly to the Treasurer.

Section 5. Other Chairperson Duties

Other Chairperson duties may include, but are not limited to:

(a) **General Service**

It shall be the duty of the Standing Committees to perform such general service as the style of their committee name suggests. Chairpersons shall report at each Directors meeting.

(b) **Other Members**

It shall be the duty of the Committee Chairpersons to recruit other members to serve on their committee; except that the Directors must approve such members. The Chairpersons shall, from time to time, carry out other duties and responsibilities as requested by the President.

Section 6. Special Committees

Special Committees shall be created by and be assigned duties, as necessary, by the President or by majority vote of the Directors. Such Special Committees shall include, but not necessarily be limited to:

(a) **Protest Committee**

The Vice President Sports Commission upon the filing of protest shall convene the Protest Committee. The Protest Committee will be made up of the following Directors: Vice President Sports Commission who shall serve as Chairperson (or in his/her absence another Director so appointed by the President), Commissioner of the age group involved and any other Director(s) as the President may, from time to time, choose to appoint. Each member of the Committee shall have one (1) vote; except that the Chairperson shall cast a vote only to break a tie. All protests are to be resolved within forty-eight (48) hours following notice to the appropriate Commissioner. The Protest Committee shall have the authority to adjudicate all protests. The Commissioner shall so notify the managers of the Committee's decision. The decision of the Committee shall be final and must be documented and submitted to the Secretary by the Chairperson at the next regular Directors meeting.

(b) **Ethics Committee**

The Ethics Committee shall be convened by the President or Directors and shall be authorized to review all charges of misconduct concerning any Director, manager, coach, parent, player or other member of the Association. The Ethics Committee shall be comprised of the Executive Vice President who shall serve as Chairperson (or in his/her absence another Director so appointed by the President), Vice President Sports Commission and one (1) other Director appointed by the President. The Chairperson, as part of the committee process, shall appoint one or more members of the committee to investigate all charges and who shall report back to the Committee. The Committee shall make its findings and recommendations known to the Directors no later than thirty (30) calendar days after being authorized to convene by the President or the Directors. All charges of misconduct shall be addressed by majority vote of the Directors within ten (10) calendar days after being apprised of the Committee's findings and recommendations.

(c) **Executive Committee**

The Executive Committee shall be convened by the President and shall concern itself with long range planning and other issues that, from time to time, affect the affairs of the Association. The Committee shall report to the Directors at its regularly scheduled meeting. The Committee shall be made up of the President, Executive Vice President, Treasurer, Vice President Sports Commission, Secretary, Director of Purchasing.

Section 7. Accountability

All such committees, standing or special, shall be answerable to the Directors and, upon request, shall report to the Directors and shall take no action unless the same be authorized by the Directors unless otherwise delegated by these bylaws.

ARTICLE IX

MEMBERSHIP

Section 1. Association Eligibility

An individual may not participate in SLGSA recreational play (Division "A" Team play exempted) if such individual is currently playing on a team for another association. Such individual may petition the SLGSA for membership approval, which may be granted by a majority vote of the Directors.

Section 2. Fees

The Directors shall establish membership fees and other assessments, and the method of payment on an annual basis for both the spring, fall and All-Star seasons. Such fees shall be payable during the registration period designated by the Directors during each fiscal year.

Section 3. Refunds

The Directors shall have the authority to issue fee refunds on a case-by-case basis. The member seeking such refund will so inform the Directors in writing and the Directors will render its decision on a case-by-case basis. The Secretary shall inform the member of the Association's decision within five (5) calendar days. If a refund is forthcoming, it shall be issued within thirty (30) days of the Association's decision.

Section 4. Age Groups

A member player, desiring to participate in recreational play, shall play in one of the following age groups:

- (a) 6U (5-6 years)
- (b) 8U (7-8 years)
- (c) 10U (9-10 years)
- (d) 12U (11-12 years)
- (e) 18U (13-18 years)

The player's age group shall be based on the player's age as of a specific date, which shall be established by the Directors preceding each fall season. Said date shall be consistent with the date established by national organization(s) with which the SLGSA may be affiliated with, from time to time.

A member player may choose to play in a lower or higher age group, but only with approval from the Directors. The Directors shall have the authority to re-designate the Association's age groups and/or the basis for determining the qualifying age.

Section 5. Team Assignments

The Commissioners, with approval by the Directors, from time to time shall decide the method(s) used to form teams for players in all age groups to include players involved with recreational and All-Star teams.

Section 6. Rules

The playing rules of the appropriate age group shall be recommended by the Sports Commission but shall be approved by the Directors at a meeting to be held not less than one (1) month prior to the first (1st) scheduled practice of the season. A copy shall be provided in writing to each Director and Managers/Coaches of record, as well as posted on the SLGSA website.

The official playing rules and regulations as published by USA Softball shall be binding on the Association, except where superseded by the bylaws of the Association and/or Association playing rules.

Section 7. Managers and Coaches

Managers/Coaches of teams shall be seasonally recommended by the Sports Commission and seasonally approved by the Directors. Managers shall be responsible for the selection of their team in accordance with SLGSA regulations as approved by the Directors, and shall be responsible for the conduct of their teams while under their supervision.

Applicants for Manager/Coach must be approved by a majority of the Directors prior to becoming a Manager/Coach.

Section 8. Removal

The Directors, by a two-thirds (2/3rds) vote of the existing Board acting at any duly constituted meeting, with notice given at least during the previous regular or special meeting, shall have the authority to remove any member whose conduct is considered detrimental to the best interest of the Association.

- (a) A first offense may result in a ban from all Association activity for a period of up to two (2) years.
- (b) A second offense may result in a permanent ban from all Association activities.

The Secretary will notify any individual so removed in writing within five (5) calendar days following such removal.

Section 9. Awards

There shall be no presentation of awards, trophies, certificates of merit or appreciation at any SLGSA function or activity unless the same be first submitted to the Directors for consideration as to the appropriateness and compatibility with the purpose of this organization.

ARTICLE X

DIVISION “A” TEAMS

Section 1. Guidelines

Division "A" softball will be part of the SLGSA. A team that is not registered with the SLGSA will not be permitted to use SLGSA name, fields or claim any connection to same. In order for the league to sanction an “A” team, it must adhere to the following guidelines:

- (a) The number of players residing in Fort Bend County that must be on each team’s roster, by age division, is as follows:
 - 8U – 8
 - 10U – 6
 - 12U – 4
 - 14U – 3
 - 16U – 2
 - 18U – The Association encourages team managers to carry players who reside in Fort Bend County.
- (b) The team must play in “A level” events.
- (c) The team is expected to host tournaments at Imperial Park.
- (d) The team is expected to support the recreational league through care and maintenance of the facilities and assisting with partnership events with the recreational league (i.e. – clinics, camps, lessons, practices, etc.).

The SLGSA shall permit Division “A” teams to play under USA, USSSA, USFA, AFA and NSA guidelines or guidelines of other such organizations so approved by the Board.

Section 2. Age Groups

Division "A" teams will be permitted in ages 18U, 16U, 14U, 12U, 10U, and 8U only. The total amount of Division "A" teams will be evaluated annually and can be adjusted provided that it does not interfere with the forming of league teams.

Section 3. Sanction Approval

The Annual Sanctioning Meeting will be held soon after USA Nationals. Exact date will be determined each year. Additional Sanctioning Meetings may be called for by the A-Team Commissioner during the year as necessary to consider business regarding potential or existing sanctions.

- (a) When a manager is first sanctioned, that manager is required to re-apply the next sanctioning year. Once approved the second time, the sanction approval term will be in two (2) year increments. Should the original sanction occur during the year after the Annual Sanctioning Meeting, then the original sanction term will expire at the following Annual Sanctioning Meeting. If the manager re-applies after this partial year at the Annual Sanctioning Meeting, if approved the sanction will have a term of one (1) year; each sanction approval term after the full year term sanction will be in two (2) year increments.

- (b) Sanctions for managers will expire at the Annual Sanctioning Meeting of the year as prescribed in Section 3(a) above, and as further defined in each year's "A" Team Guidelines.
- (c) Team/Managers can be sanctioned anytime during the year.

Returning Teams will be sanctioned for a two-year term that will expire in mid-August of the second year, as further defined in that year's "A" Team Guidelines. "Returning Team" is defined as a team who has been sanctioned its inaugural year **and** the following year, or a team who has been sanctioned for a minimum of two years.

Section 4. Practices

SLGSA will provide "A" teams with practice fields. All practice times and dates will be scheduled through the league.

Section 5. Tournaments

Each "A" team will have the option to request use of the complex to host fundraising tournaments annually. The Directors must approve all dates.

- (a) The hosting "A" Team manager/head coach will be responsible for providing SLGSA A-Team Commissioner with each participating team's proof of insurance.
- (b) The hosting "A" team shall pay a fixed fee to the SLGSA for each tournament sponsored by the "A" team. Such fee shall be established by the Board annually and may be amended at any time by the Board.
- (c) Within twenty (20) days of completion of a tournament, the hosting A-team must submit documentation to the Board, in such format that is acceptable to the Board, along with any fees owed.

Section 6. Other Obligations

SLGSA has no obligations or responsibilities, other than those listed herein, to any "A" team.

Section 7. Fiscal Accountability

Fiscal accountability for "A" Teams shall include the following:

- (a) Each Division "A" sanction fee will be established by the Directors taking into consideration the costs and benefits associated with "A" team affiliation with the SLGSA. "A" team fees will be paid at the beginning of the Fall season and deposited into the general fund of SLGSA for the sanctioned year.
- (b) Each Division "A" team will be insured under all SLGSA insurance policies.
- (c) Sanctioned "A" teams shall accept "non-profit" status pursuant to the current Internal Revenue Tax Codes utilizing the league's tax-exempt status
- (d) All funds collected by the "A" Team must be accounted for, documented and deposited with the league. Sponsor funds will be accounted for separately for each Division "A" team. The SLGSA Treasurer will keep a separate accounting of all Division "A" Team funds. All funds will be deposited in the SLGSA and distributed to the "A" teams accordingly. All excess funds will revert to the general fund of SLGSA when an "A" team is disbanded.

- (e) Sanctioned "A" Teams shall submit a monthly (from first to last day of the previous month) and annual fiscal year (from August 1 thru July 31) financial statement to the SLGSA Treasurer as outlined in the "A" Team Guidelines. Refusal to do so within the month following the statement end date will result in the SLGSA Treasurer notifying the Board, and the "A" Team in violation.
- (f) An "A" Team deemed in violation of their responsibilities is exposed to the possibility of having the team's bank account frozen until such outstanding statements have been submitted. This action can then be taken, with Board approval, once a statement is two (2) months delinquent.
- (g) Each Division "A" Team will have the same responsibilities as any league team to include, but not necessarily limited to, participation in field maintenance activities.

Section 8. Violations

If an "A" Team is considered to have violated any of the by-laws or other rules and regulations of the league, the Board shall have the right to either temporarily or permanently revoke the Head Coach's sanction and the "A" Team's affiliation with the league. In such case, no fees shall be returned to the team and all "A" Team funds deposited with the league shall be forfeited.

ARTICLE XI

LEAGUE ALL-STAR TEAMS

Section 1. Formation of teams

At the end of each spring season All-Star teams will be permitted in all age groups for post-season play and qualification. SLGSA will form as many All-Star teams in each age group as is deemed appropriate by the Directors upon recommendation by the Commissioners. Rules for determining All Stars will be adopted in each age group and approved by the Directors.

Section 2. Registration Fee

Each player will pay an All-Star registration fee, which will be determined by the Directors.

Section 3. Association Sponsorship

Each team will be provided with uniform(s) and playing equipment as determined by the Board. The Directors shall approve the uniform and team name.

Section 4. Fund Raising & Sponsors

The All-Star Commissioner must be notified of all fund raising events held by an All-Star team and the Directors will approve such activity. These funds will be accounted for separately for each All-Star team. All team or individual expenditures must be in full compliance with current Internal Revenue Tax Codes, and conform with rules and regulations that may from time to time be established by the Board, so as not to jeopardize the league's non-profit status. The team manager will be responsible for submitting all funds raised and receipts for all expenditures to the Treasurer in a timely manner. All excess funds will revert to the general fund of the SLGSA at the end of the tournament season.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Corporate Seal

The Board of Directors may provide for a corporate seal in such form as the Board may adapt. However, the Association need not utilize a corporate seal and no instrument need be sealed to evidence the binding obligation of the Association.

Section 2. Amendments

These bylaws may be amended or repealed and new bylaws may be adopted by the Board of Directors through the following procedures:

- (a) The Association shall provide at least seven (7) days written notice of any meeting of Directors at which the amendment of bylaws, or repeal and adoption of new bylaws, is to be approved, unless notice is waived pursuant to Article IV Section 8. The notice must state that the purpose, or one of the purposes, of the meeting is to consider a proposed amendment to the bylaws or repeal and adoption of new bylaws, and contain or be accompanied by a copy of the amendment or the proposed new bylaws.
- (b) The proposed amendment(s) or change(s) must be presented first at a regularly scheduled Directors meeting for discussion.
- (c) The actual vote cannot take place until the next regularly scheduled Directors meeting.
- (d) In order to proceed with discussion the proposed amendment(s) or change(s) must be presented by a motion supported by no less than four (4) Directors not including the author of the amendment or change.
- (e) Any amendment or adoption of new bylaws must be approved by a vote of two-thirds (2/3s) of the Directors in office at the time of the amendment or adoption vote.

Section 3. Investments

The Association shall have the right to retain all or any part of any securities or properties acquired by it in whatever manner, and to invest and reinvest any funds held according to the judgement of the Board of Directors without being restricted to the class of investments which a Director or trustee is or may hereafter be permitted by law to make or any similar restriction, provided that no action shall be taken by or on behalf of the Association if such action is a forbidden activity or would result in the denial of tax exempt status under Section 501(c)(3) of the Internal Revenue Code, as amended..

Section 4. Prohibited Activities

The Association is organized as a nonprofit corporation exclusively for charitable, religious, educational, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended. No part of the net earnings if the Association shall inure to the benefit of, or be distributable to, its members, trustees, Directors, Officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Association's Articles of Incorporation. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in any political campaign on behalf of or in

opposition to any candidate for public office. Anything contained within these Bylaws to the contrary notwithstanding, the Association shall not carry on or otherwise engage in any activities not permitted to be carried on or engaged in by; (1) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, as amended, or in any corresponding section of any future tax code; (2) a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, as amended, or any corresponding section of any future tax code, or (3) a corporation organized and existing under Chapter 22 of the Texas Business Organizations Code.

Section 5. No Loans or Guaranties for Directors

The Association may not lend money to or guaranty the obligation of a Director or Officer of the Association, but the fact that a loan or guaranty is made in violation of this section does not affect the borrower's liability on the loan.

Section 6. Indemnification

The Association shall indemnify a Director or an Officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Director was a party because he/she is or was a Director of the Association, against reasonable expenses actually incurred by the Director in connection with the proceeding. In addition, if an individual is made a party to a proceeding because the individual is or was a Director, Officer, employee, or agent of the Association, the Board of Directors may, to the extent permitted by law and in accordance with the procedures prescribed by law, authorize the Association to advance expenses to such individual and/or to indemnify such individual against liability incurred in the proceeding.

Section 7. Invalidity

If any Bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.

Section 8. Dissolution

Upon dissolution of the Association and after all outstanding debts and claims have been satisfied, the then remaining Directors shall distribute the property of the Association to such other organization or organizations maintaining an objective similar to that set forth herein, which are or may be entitled to exemption under Section 501(c)(3) of the Internal Revenue Code or any further corresponding provision, providing use of such funds acquired in the liquidation of the Association's assets.

ARTICLE XIII

INDEMNIFICATION

Section 1. Indemnification of Directors and Former Directors

Each person who was or is a respondent or defendant or is threatened to be made a respondent or defendant, in any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, or any inquiry or investigation that could lead to such an action, suit, or proceeding (any of the foregoing, a “**proceeding**”), whether or not by or in the right of the Association, because such person is or was a Director of the Association or, while a Director of the Association, is or was serving at the request of the Association as a Director, Officer, partner, venturer, proprietor, trustee, employee, administrator, agent or similar functionary (a “**representative**”) of another foreign or domestic corporation, limited or general partnership, limited liability company, business trust, real estate investment trust, joint venture, joint stock company, cooperative, association, bank, insurance company, credit union, association, proprietorship, trust, employee benefit plan, other enterprise or other organization (each, an “**organization**”) (hereinafter, a “**Covered Director**”) shall be indemnified by the Association to the fullest extent authorized or permitted by applicable law, as the same exists or may hereafter be changed, against all judgments (including arbitration awards), court costs, penalties, excise and similar taxes (including excise taxes assessed against such person with respect to an employee benefit plan), fines, settlements, reasonable attorneys’ fees and other reasonable expenses (all of the foregoing, “**expenses**”) actually incurred by such person in connection with such proceeding, and such right to indemnification shall continue as to a person who has ceased to be a director or representative and shall inure to the benefit of his or her heirs, executors and administrators. Without limiting the foregoing, the right to indemnification hereunder includes the right to such indemnification if the Covered Director has met the standard of conduct under Section 8.101(a)(1) of the TBOC. IT IS EXPRESSLY ACKNOWLEDGED THAT THE INDEMNIFICATION PROVIDED IN THIS ARTICLE XVIII COULD INVOLVE INDEMNIFICATION OF A COVERED PERSON FOR THE COVERED PERSON’S OWN NEGLIGENCE OR UNDER THEORIES OF STRICT LIABILITY.

Section 2. Indemnification of Officers and Former Officers

The Association shall indemnify each person who was or is a respondent or defendant or threatened to be made a respondent or defendant, in any proceeding, whether or not by or in the right of the Association, because such person is or was an Officer of the Association or, while an Officer of the Association, is or was serving at the request of the Association as a representative of another organization (a “**Covered Officer**” and together with a Covered Director, a “**Covered Person**”), to the same extent that the Association may indemnify and advance expenses to a Director of the Association under the TBOC, and such right to indemnification shall continue as to a person who has ceased to be an Officer or representative and shall inure to the benefit of his or her heirs, executors and administrators. Without limiting the foregoing, the right to indemnification hereunder includes the right to such indemnification if the Covered Officer has met the standard of conduct under Section 8.101(a)(1) of the TBOC. IT IS EXPRESSLY ACKNOWLEDGED THAT THE INDEMNIFICATION PROVIDED IN THIS ARTICLE XVIII COULD INVOLVE INDEMNIFICATION OF A COVERED PERSON FOR THE COVERED PERSON’S OWN NEGLIGENCE OR UNDER THEORIES OF STRICT LIABILITY.

Section 3. Right to Advancement of Expenses

In addition to the right to indemnification conferred in Article XVIII Section 1 or Section 2, as the case may be, a Covered Person shall also have the right to be paid or reimbursed by the Association the reasonable expenses incurred in defending, testifying or otherwise participating in

any such proceeding, in advance of the final disposition of the proceeding (an “**advancement of expenses**”) and without any determination as to the person’s ultimate entitlement to indemnification; provided, however, that an advancement of expenses incurred by a Covered Person in advance of the final disposition of a proceeding shall be made only upon delivery to the Association of a written affirmation by such person of such person’s good faith belief that he or she has met the standard of conduct necessary for indemnification under the TBOC and a written undertaking (an “**undertaking**”), by or on behalf of such person, to repay all amounts so advanced if it shall be ultimately determined by final judicial decision from which there is no further right to appeal (a “**final adjudication**”) that the Covered Person has not met that standard or that indemnification of the Covered Person against expenses incurred by such person in connection with that proceeding is prohibited by the TBOC. The undertaking must be an unlimited general obligation of the Covered Person but need not be secured and shall be accepted by the Association without regard to the Covered Person’s ability to repay.

Section 4. Right to Indemnitee to Bring Suit

If a claim under Article XVIII Section 1, Section 2 or Section 3 is not paid in full by the Association within sixty (60) days after a written claim therefor has been received by the Association, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the Covered Person may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the Covered Person shall also be entitled to be paid the expense of prosecuting or defending such suit. In (a) any suit brought by the Covered Person to enforce a right to indemnification hereunder (but not in a suit brought by a Covered Person to enforce a right to an advancement of expenses) it shall be a defense that such Covered Person has not met the applicable standard for indemnification set forth in the TBOC, and (b) any suit brought by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the Association shall be entitled to recover such expenses upon a final adjudication that the Covered Person has not met any applicable standard for indemnification set forth in the TBOC. Neither the failure of the Association (including its Directors who are not parties to such action or any committee of such Directors) to have made a determination prior to the commencement of such suit that indemnification of the Covered Person is proper in the circumstances because the Covered Person has met the applicable standard of conduct set forth in the TBOC, nor an actual determination by the Association (including a determination by its Directors who are not parties to such action or a committee of such Directors) that the Covered Person has not met such applicable standard of conduct, shall create a presumption that the Covered Person has not met the applicable standard of conduct or, in the case of such a suit brought by the Covered Person, shall be a defense to such suit. In any suit brought by the Covered Person to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Covered Person is not entitled to be indemnified, or to such advancement of expenses, under this Article XVIII or otherwise shall be upon the Association.

Section 5. Indemnification of Other Persons

This Article XVIII shall not limit the right of the Association to the extent and in the manner authorized or permitted by law to indemnify and to advance expenses to persons other than Covered Persons. Without limiting the foregoing, the Association may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Association and to any person who is or was serving at the request of the Association as a representative of another organization to the same extent that it may indemnify and advance expenses to Covered Persons under this Article XVIII and to any such further extent as may be authorized or permitted by law.

Section 6. Appearance as a Witness

To the extent a Covered Person is, by reason of being or having been a Director or Officer of the Association or a representative serving at the request of the Association, a witness or otherwise participates in any proceeding at a time when the Covered Person is not a defendant or respondent in the proceeding, the Association shall pay and reimburse reasonable expenses actually incurred by the Covered Person in connection therewith.

Section 7. Non-Exclusivity of Rights

The rights provided to a Covered Person pursuant to this Article XVIII shall not be exclusive of any other right that any such person may have or hereafter acquire under any law (common or statutory), provision of the Certificate or these Bylaws, agreement, vote of disinterested Directors, or otherwise.

Section 8. Insurance and Other Arrangements

The Association may, to the extent permitted by law, purchase and maintain insurance, create a trust fund, establish any form of self-insurance (including a contract to indemnify), secure its indemnity obligation by grant of a security interest or other lien on assets of the Association, establish a letter of credit guaranty or security arrangement, or establish and maintain any other arrangement (any of the foregoing, an “**arrangement**”) on behalf of any person who is or was serving as a Director, Officer, employee, agent or volunteer of the Association or is or was serving at the request of the Association as a representative of another organization against any liability asserted against such person and incurred by such person 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 such person against such liability. If the insurance or other arrangement involves self-insurance or is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the insurance or arrangement may provide for payment of a liability with respect to which the Association would not have the power to indemnify the person only if the insurance or arrangement has been approved by the Board.

Section 9. Notification

To the extent required by law, any indemnification of or advancement of expenses to a Director or Officer by the Association shall be reported in writing to the Board with or before the notice or waiver of notice of the next meeting of the Board or with or before the next submission thereto of a consent to action without a meeting and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

Section 10. Amendments

Any repeal or amendment of this Article XVIII by the Board or by changes in applicable law, or the adoption of any other provision of these Bylaws inconsistent with this Article XVIII, shall, to the extent permitted by applicable law, be prospective only (except to the extent such amendment or change in applicable law permits the Association to provide broader indemnification rights on a retroactive basis than permitted prior thereto), and will not in any way diminish or adversely affect any right or protection existing hereunder in respect of any act or omission occurring prior to such repeal or amendment or adoption of such inconsistent provision.

Section 11. Contract Rights

The rights provided to Covered Persons pursuant to this Article XVIII shall be contract rights and such rights shall continue as to a Covered Person who has ceased to be a Director, Officer, agent,

employee or volunteer and shall inure to the benefit of the Covered Person's heirs, executors and administrators.

Section 12. Certain Limitations

If at any time the Association is deemed to be a private foundation within the meaning of Section 509 of the Code, then, during such time, no payment shall be made under this Article XVIII if such payment would constitute an act of self-dealing or a taxable expenditure, as defined in Section 4941(d) or 4945(d), respectively, of the Code. Moreover, the Association shall not indemnify, reimburse, or insure any person in any instance where such indemnification, reimbursement, or insurance is inconsistent with Code Section 4958 or any other provision of the Code applicable to corporations described in Code Section 501(c)(3).

Section 13. Severability

If any provision or provisions of this Article XVIII shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Article XVIII shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Article XVIII (including, without limitation, each such portion of this Article XVIII containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.