

BYLAWS OF ABILENE SAILING ASSOCIATION, INC.
A TEXAS NONPROFIT CORPORATION

These bylaws constitute the code of rules adopted by the above named corporation for the regulation and management of its affairs.

ARTICLE I
NAME, INCORPORATION, & MISSION

1.1 Name and Incorporation

The name of this corporation, hereinafter referred to as the ASA, shall be the Abilene Sailing Association, Inc. The ASA is incorporated under the laws of the State of Texas as a non-profit corporation and shall be located in the City of Abilene. The ASA shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by law.

1.2 Purpose and Mission:

The mission of the ASA is to promote, educate, and support the sport of sailing by:

- Promoting awareness of the sport of sailing through community service, community outreach, and support of charitable organizations.
- Providing educational opportunities to members as well as guests through publically offered classes geared toward the art of sailing, water safety, and the nautical sciences.
- Supporting the sport of sailing by providing and maintaining classrooms, equipment, and facilities for members and guests at Lake Fort Phantom, Abilene, Texas.

The corporation is organized exclusively for charitable and educational purposes as defined in section 501(c)(3) of Internal Revenue Code. Within these guidelines the ASA may engage in any activities which may further its mission.

No part of the net earnings of the ASA shall benefit any Director or Officer of the ASA or any private individual (except that reasonable compensation will be paid for services rendered to or for the ASA affecting one or more of its purposes), and no Director or Officer of the ASA or any private individual shall be entitled to share in the distribution of any of the corporate assets or dissolution of the ASA. No substantial part of the activities of the ASA shall be to influence legislation, and the ASA shall not participate or intervene in any political campaign on behalf of any candidate for public office.

Notwithstanding any of the other provisions of these Bylaws, the ASA shall not conduct or carry-on activities not permitted, as defined by the exempt status from taxation under section 501(c)(3) Internal Revenue Code and its regulations as they now exist or hereafter be amended, or by any organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and regulations, as they now exist or as they may hereafter be amended.

Upon dissolution of the ASA or the winding up of its affairs, the assets of the ASA shall be distributed exclusively to charitable organizations which would then qualify under the provisions

of Section 501(c)(3) of the Internal Revenue Code at its regulations as they now exist or as they may hereafter be amended.

ARTICLE II MEMBERSHIP, DUES, AND FEES

2.1 Membership Classes

Guests taking publically scheduled educational classes are not required to be members of the ASA. Fees for classes will be set by the Education Committee.

There shall be four classes of memberships: Regular, Associate, Junior, and Honorary. Each regular member shall be entitled to one vote. A member's spouse and unmarried dependent children shall have use and benefits of membership. However, for the purpose of exercising a member's vote, a single vote shall be cast by a member.

2.2 Regular Membership

Any person of legal age and of good moral character shall be eligible for Regular Membership. Any regular member (subject to these Bylaws) may hold office in the ASA, serve upon its committees, and shall enjoy all benefits of the ASA.

2.3 Associate Membership

Any person of legal age and good moral character, and who otherwise meets the requirements of Associate Membership, as established by the Board of Directors, shall be eligible for Associate Membership. However, an Associate Membership shall not be entitled to vote or hold any office, but shall have all other benefits of membership.

2.4 Junior Membership

Any person of good moral character who shall be between the ages of 10 and 23 years of age, and who otherwise meet the requirement of Junior Memberships established by the Board of Directors, shall be eligible for Junior Membership. No Junior Members shall be eligible for any office nor shall they have a vote. A Junior Member may be appointed to any Committee at the discretion of the Directors. Otherwise, Junior Member shall enjoy all the benefits of the ASA, except for such limitation as shall be set by the Directors.

2.5 Honorary Membership

Upon the recommendation of the Membership Committee, the Directors may elect to Honorary Membership in the ASA any person of legal age and good moral character. Honorary Members shall not hold office, serve upon Committees, nor shall they have a vote. Otherwise, they shall enjoy all the benefits of the ASA.

2.6 Requirement of Membership

Any person wishing to join the ASA should be of good moral character, have demonstrated a desire to participate in the sport of sailing, and show a willingness to further the mission of the ASA. No person shall be refused membership because of gender, race or national origin.

2.7 Resignation

Any member of the ASA may resign and thereafter shall not be subject to payment of dues, fees or assessments. Upon resignation such member shall cease to be entitled to use of the ASA and its facilities. All dues, fees and assessments incurred by the member prior to his resignation shall become due and payable upon resignation.

2.8 Censure, Suspension, and Expulsion

- A. A member may be expelled from the ASA by action of Directors for: 1) nonpayment of dues or assessments; 2) continuing outstanding indebtedness to the ASA; or 3) cause, as described below.
- B. Any member whose conduct shall have been considered injurious to the good order, peace, interest or welfare of the ASA, or whose conduct shall have been contrary to the purposes, Bylaws, or the Rules of the ASA, may be censured, suspended, or expelled for cause by the actions of the Directors. In such event, the Directors on their own motion, or upon written complaint of any member, will cite the offending member in writing to appear before them at a specified time and place to answer to the complaint. The Directors shall investigate all such complaints in a manner deemed most appropriate and after the necessary investigation hearing, may clear said member entirely of any wrongdoing, censure the member, suspend the member, request his or her resignation, or expel the member from membership in the ASA. A request for the resignation or notice of expulsion from the ASA shall require unanimous action of the Directors. The actions of the Directors in any matter of this sort shall be properly communicated to the member concerned in writing.

2.9 Property

No member or officer shall be legally responsible as an individual for the indebtedness of the ASA. Any member who has resigned or been removed as set out in Article 2.10 shall have thirty (30) days to remove his or her personal property, such as boat, gear, sails, etc. from the ASA, providing he pays any fees normally due during that thirty (30) day period. If he fails to remove his property within thirty (30) days, the ASA will have the right to so remove the property and dispose of it, as it, the ASA, deems feasible, and shall have no further liability for said property. The ASA may also perfect a lien or security interest against all such property of a member to secure collection of all dues, fees and assessments if necessary.

2.10 Guest Privileges

The ASA may admit visiting boat owners from other recognized sailing associations as guests of the ASA. The Directors shall be the sole judge of that period during which such guest privileges are granted.

2.11 Dues, Fees, and Assessment

- A. Each person, upon admission to membership, shall pay to the ASA, membership fees and dues as established for the various classes of membership. Upon payment, members are entitled to all benefits offered by the ASA.

- B. The amount of the membership fee, the dues, and any assessments deemed necessary for the continued operation of the ASA shall be set by the General Membership at an Annual or Special Meeting of the ASA, upon the advice of the Directors.
- C. Dues shall commence from time of the admission to membership, and shall be payable as prescribed by the Directors.
- D. Members will be dropped from rolls automatically by the Secretary if payments of dues have not been made promptly. Reinstatement to membership in good standing shall require the payment of a Reinstatement Fee in an amount prescribed by the Directors. Payments of the Reinstatement Fee shall, in no case, be waived.
- E. Membership fees do not include class fees which may be incurred by members or non-members. The fees for sailing classes offered by ASA will be established separately and will be collected according to the class schedule. Fees and schedules for sailing classes will be set by the Education Committee.

ARTICLE III OFFICERS

3.1 Officers

The officers of the ASA shall consist of: Commodore, Vice-Commodore (Commodore Elect), Fleet Commodore, Secretary, Treasurer, Race Captain, and Past Commodore.

3.2 Commodore

The Commodore shall serve for one year and shall take command of the fleet, preside at all meetings of the ASA and of the Directors, appoint special committees of the ASA, and shall be a member, ex-officio, of all committees, except the Nominating Committee.

3.3 Vice Commodore

The Vice Commodore shall serve one year and shall aid and assist the Commodore as requested, and in the absence of the Commodore shall exercise the powers of the Commodore until his or her return, or until such other provisions as may be required or shall have been made by the Directors. The Vice Commodore shall be directly responsible for all properties of the ASA, and all leaseholders, wharves, buildings, and grounds of the ASA. He shall be the Commodore-Elect and shall be installed as Commodore at the Annual Meeting.

3.4 Fleet Commodore

The Fleet Commander shall serve for one year and shall serve as the chairperson of the Regatta Committee for inter-ASA races, rallies and cruises. The Fleet Commander shall arrange for the presentation of trophies awarded during such events.

3.5 Secretary

The Secretary shall serve for one year, or until his successor shall be elected and qualified. The Secretary shall keep the rolls of the ASA, keep the minutes of the meetings of the ASA and its Directors, and shall have custody of all the records and documents of the ASA. All correspondence of the ASA shall be conducted to the office of the Secretary. The Secretary shall present at each meeting of the ASA and of its Directors a report on status of the membership. He shall serve as a Chairperson of the Membership Committee.

3.6 Treasurer

The Treasurer shall serve for one year, or until a successor shall have been elected and qualified. The Treasurer shall keep the accounts of the ASA. All monies received by the ASA shall be deposited by the Treasurer to the account of the ASA, and the Treasurer shall have the authority to disperse by check only the funds of the ASA upon the direction of the Directors. The Treasurer shall ensure that all taxes are paid and reported to the appropriate authorities, and shall turn over to the successor Treasurer promptly all the records of assets of the ASA in his or her possession. The accounts of the ASA shall be subject to inspection by any ASA member upon written request and shall be audited by the Audit Committee at least once each year. The Treasurer shall present at each meeting of the ASA and of its Directors, a financial record.

3.7 Race Captain

The Race Captain shall serve as Chairperson of the Race Committee and shall arrange competition within the ASA and shall conduct all races, both inter-ASA and intra-ASA, unless he or she designates an assistant to conduct races on a race day or in a series. The Race Captain shall also appoint the protest committee for the races.

3.8 Past Commodore

The outgoing Commodore shall automatically assume the post of Past Commodore. He shall serve in that capacity for one year and shall aid and assist the Commodore as requested.

3.9 Vacancies in Office

Any vacancies and an elective office of the ASA for whatever cause may be filled for the duration of the unexpired term by action of the Directors. If there is any vacancy in the office of the Commodore, it should be filled by the Vice Commodore (Commodore Elect).

3.10 Election of Officers

The Vice Commodore (Commodore Elect), Fleet Commodore, Secretary, Treasurer, and Race Captain, shall be elected and take office at the Annual Meeting.

ARTICLE IV MEETINGS

4.1 Annual and Spring Meetings

The Annual meeting of the General Membership shall be held between October 1st and November 15th of each year, for the purpose of electing Officers and Directors and for the transaction of such business as may properly come before the membership. A Spring Meeting shall be held between

February 1st and March 15th. Notice of the time and the place of the meetings shall be sent to each member in good standing at least two weeks in advance of the meetings.

4.2 Special Meetings

Special meetings may be called by the Commodore when in his judgment such a meeting will serve as useful purpose to the ASA. Notices of the time and the place of such special meetings, together with the proposed agenda, shall be sent to the membership in good standing in sufficient time that they may be present for the meeting.

4.3 Quorum

A Quorum necessary for the transaction of business at any meeting of the ASA shall be 25% of the regular membership that are of good standing.

4.4 Rules of Order

The conduct of the business at all meetings of the ASA or of its Committees shall be governed by the latest version of Robert's Rules of Order.

ARTICLE V BOARD OF DIRECTORS

5.1 Board of Directors

The Directors shall consist of the Officers of the ASA as described above. At such time as the membership of the ASA shall exceed 100 members in good standing on the first day of the ASA year, two members shall be elected, at large, from among the regular members at the ensuing spring annual meeting to serve as Directors. The at large Directors shall serve for one year, or until a successor shall have been elected and qualified. The need for at large Directors will be determined during the spring annual meeting.

5.2 Power and Authority

The affairs of the ASA shall be managed by its Board of Directors. They will:

- Have general control of all property of the ASA.
- Supervise the finances of the ASA.
- Examine reports of the committees of the ASA.
- Approve current obligations and indebtedness other than those over to nature.
- Make such rules for the operation of the ASA as maybe required from the provisions of these Bylaws.
- Take final action of the admission of new members.
- Under the provisions of Article 2.9, they will investigate reported offenses of a member and fix any penalty therefore.
- Notwithstanding any powers otherwise herein conferred upon the Directors, they shall have no power to mortgage or otherwise place a lien upon or dispose of, or sell any of the real property or improvements thereon belonging to the ASA except with authority specifically granted for that purpose by two thirds vote of the regular membership present and voting at a special meeting, or an annual meeting of the ASA.

- The signatures of both the Commodore and the Secretary will be required to sign for the organizations.

5.3 Meetings

The Board of Directors shall meet at least once every two months to transact the business of the ASA. The quorum for a meeting of the Board of Directors shall be four; and a majority vote of the directors present at such board meeting shall be necessary to decide an issue.

ARTICLE VI COMMITTEES

6.1 Standing Committees

The Standing Committees of the ASA consist of the Membership Committee, Race Committee, Regatta Committee, Public Relations Committee, Education Committee, Nomination Committee, and Auditing Committee. The Commodore may also appoint Special Committees, temporary in nature, to address specific issues.

6.2 Membership Committee

The Membership Committee shall consist of the Secretary as Chairperson and members appointed by the Chairperson. This Committee shall investigate and recommend to the Directors all applicants for membership in the ASA.

6.3 Race Committee

The Race Committee shall consist of the Race Captain as Chairperson and members appointed by the Race Captain. It shall exercise management and control over all races held by the ASA, and shall be empowered to make such rules as needed to govern the races, subject to the general supervision of the Directors.

6.4 Regatta Committee

The Regatta Committee shall consist of the Fleet Commodore as Chairperson, and members appointed by the Fleet Commodore. The Committee shall plan, arrange, and supervise the conduct of Regattas, Rallies, and Cruises held by the ASA, except that it shall not have responsibility for the actual conduct of races; see Article 6.3. The Committee shall provide for and manage all social events that are sponsored by the ASA.

6.5 Public Relations Committee

The Public Relations Committee shall consist of a Chairperson appointed by the Commodore and members appointed by the Committee Chairperson. The Committee shall edit and publish the ASA Newsletter, and for this purpose one of the members, or the Chairperson, shall be Editor of the Newsletter. In the interest of keeping the general membership informed, the Editor shall report on all meetings of the Board of Directors. This Committee shall undertake to inform the public of the object and purpose of the ASA, and to make available to the news media the nature and the results of the activities of the ASA.

6.6 Education Committee

The Education Committee shall consist of the Chairperson appointed by the Commodore, and members appointed by the Committee Chairperson. The Committee shall provide for, manage, and track all educational offerings of the ASA.

6.7 Nominating Committee

The Nominating Committee shall be appointed by the Directors and shall consist of four members: two members of the Directors (but not the Commodore), and two regular members of good standing who are not Directors. This Committee shall elect its own Chairperson, and shall submit to the Commodore a slate of candidates for each elective office that is to be filled at the next Annual Meeting at least four weeks prior to the date of said meeting. The Commodore shall direct the Secretary to deliver the list of nominations submitted by the Nominating Committee to the General Membership at least three weeks prior to annual meeting. Additional nominations may be received by the Secretary of the General Membership under the following two conditions: 1) nominations will be received in writing by the secretary and at the annual meeting, and 2) nominations made by the general membership shall be signed by five regular members in good standing, and shall have the consent of the nominee.

6.8 Auditing Committee

The Commodore shall, not less than one month prior to the date of the Annual Meeting, appoint an Auditing Committee that consists of at least three members of the ASA, none of whom should be members of the Board of Directors. It shall examine the accounts and records of the Treasurer and make a report of its findings to the Directors, and to the general membership at the Annual Meeting.

6.9 Special Committees

Special Committees may also be appointed from time to time by the Commodore.

ARTICLE VII FISCAL

7.1 Accounts

There should be two accounts kept by the Treasurer to be known as the Reserve Account and Operating Account. The purpose of the Reserve Account shall be to make capital improvements to the facilities of the ASA and to meet emergencies that are financial in nature. This account shall be a savings account in order that it shall draw interest and provide a resource to the ASA. The purpose of the Operating Account should be to provide funds to meet all expenses usual and necessary to the normal operations of the ASA and shall be a checking account.

7.2 Account Administration

The Treasurer shall maintain bank accounts in accordance with Article 7.1 in the name of the Abilene Sailing Association, Inc. and shall keep all monies, except for the petty cash, in these accounts. Transfers of all monies between accounts shall be determined by the Board of Directors.

Disbursements of \$1000.00 or more shall be made by check signed by the Treasurer and Commodore, or Vice Commodore.

7.3 Contracts

The Board of Directors may authorize any Officer or Officers, agent or agents of the ASA, 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 behalf of the ASA. Such authority may be general or confined to specific instances.

7.4 Gifts

The Board of Directors may accept on behalf of the ASA any contributions, gift, bequest, or devise for the general purposes or for any special purpose of the ASA.

7.5 Books and Records

The ASA shall keep correct and complete books and records of account of the activities and transactions of the ASA, including, a minute book, which shall contain a copy of the ASA's application for tax-exempt status, copies of the organization's IRS information return (Form 990), and a copy of the Certificate of Formation, Bylaws, and any amendments. The Corporation shall also keep minutes of the proceedings of the Board of Directors and any committees having the authority of the Board of Directors. All books and records of the Corporation may be inspected by any Director or his or her agent or attorney for any purpose at any reasonable time. Representatives of the Internal Revenue Service may inspect these books and records as necessary to meet the requirements relating to federal tax form 990.

7.6 Conflicts of Interest

Contracts or transactions between Directors or Officers who have a financial interest in the matter are not void or voidable solely for that reason. However, if such a conflict or apparent conflict exists, the Directors will consider the issues and decide by a unanimous vote whether to proceed in the matter despite the conflict or apparent conflict. The Director or Officer directly involved in the matter shall not vote.

7.7 Fiscal Year

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

ARTICLE VIII INDEMNIFICATION

8.1 Third Party Actions

The ASA shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the ASA) by reason of the fact that such person is or was an officer, director, or agent of the ASA, against expenses (including

attorneys' fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person believed to be in or not opposed to the best interests of the ASA, and with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the ASA, and with respect to any criminal action of proceeding, had reasonable cause to believe that such person's conduct was unlawful.

8.2 Derivative Actions

The ASA shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in right of the ASA to procure a judgment in the ASA's favor by reason of the fact that such person is or was an officer, director, agent of the ASA against expenses (including attorneys' fees) and judgments and amounts paid in settlement actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the ASA, and, with respect to amounts paid in settlement, the settlement of the suit or action was in the best interests of the ASA; provided, however, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of such person's duty to the ASA unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper. The termination of any action or suit by judgment or settlement shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the ASA.

8.3 Successful Defense

Notwithstanding any other provision in this Article, to the extent that an officer, director, or agent of the ASA has been successful on the merits or otherwise, in whole or in part, in defense of any action, suit or proceeding referred to in Sections of this Article, or in defense of any claim, issue or matter therein, such person shall be indemnified to said extent against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

8.4 Authorization

Any indemnification under this Article shall be deemed to have been duly authorized without further action by the Board of Directors, special legal counsel, or any other person or persons.

8.5 Advances

Reasonable expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASA, at any time or from time to time, in advance of the final disposition of such action, suit or proceeding upon receipt of a written affirmation by the trustee or officer of a good faith

belief that he or she has met the standard of conduct necessary for indemnification under Sections of Article VIII and a written undertaking by or on behalf of such person to repay the amount paid or reimbursed if it is ultimately determined that those requirements have not been met. The undertaking to repay amounts paid must be an unlimited general obligation of the trustee or officer but need not be secured.

8.6 Non-Exclusivity

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any law, bylaw, agreement, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a trustee or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

8.7 Insurance

The ASA shall have the power to purchase and maintain insurance on behalf of any person who is or was a trustee or officer of the ASA against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the ASA would have the power to indemnify such person against such liability.

8.8 Limitation

The Board of Directors may at all times determine how the funds used to indemnify any person subject to indemnification under this Article will be applied in furtherance of the provisions of this Article.

ARTICLE IX AMENDMENTS

These Bylaws may be amended, or repealed, at any Annual Meeting, or at the Special Meeting of the ASA, provided that 1) a majority of the regular members in good standing, present and voting shall vote in the affirmative thereof, 2) such amendment or amendments shall have been proposed in writing to the Directors prior to the submission to the general membership at any meeting, and 3) notice of the proposed amendments or amendment shall be contained in the call of the meeting at which it or they are to be brought before the general membership for action.

ADOPTED by the membership this __ day of March 2014.