

**SECOND AMENDED AND RESTATED BYLAWS  
OF  
THE COMMUNITY COLLEGE ASSOCIATION OF TEXAS TRUSTEES**

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**SECOND AMENDED AND RESTATED BYLAWS  
OF  
THE COMMUNITY COLLEGE ASSOCIATION OF TEXAS TRUSTEES**

**ARTICLE I  
PURPOSE**

1.1 The Association is established to provide resources, education, and training to the individuals elected to serve on the boards of trustees of Texas community college districts, to work with these individuals and other community college organizations in advocating for the advancement of community college education, and to build increased recognition of the value to and impact of community colleges on the economy of Texas.

**ARTICLE II  
OFFICES**

**Principal Office**

2.1 The Association's principal office shall be in Austin, Texas. The Association may have such other offices, in Texas or elsewhere, as the Board of Directors (the "Board") may determine. The Board may change the location of the principal office of the Association.

**Registered Office and Registered Agent**

2.2 The Association will maintain a Texas registered office, and a registered agent whose office is identical with such registered office as required by the Texas Business Organizations Code ("TBOC"). The registered office may, but need not, be identical with the Association's principal office in Texas. The Board may change the address of the registered office from time to time.

**ARTICLE III  
MEMBERSHIP**

**Members**

3.1 Members of the Association shall be the Texas public community college districts ("Districts") which have paid the dues of the Association and the individuals who serve on the Districts' boards of trustees. Each District which desires to have voting representation at a meeting of the members of the Association shall designate (i) one of its own trustees as a delegate ("Delegate") to vote on matters upon which the Districts may vote at any the annual or special meeting of the Association or pursuant to a written consent as provided in these Bylaws, and (ii) an alternate delegate ("Alternate Delegate") who shall be authorized to vote on behalf of a District when the Delegate is not present or represented by proxy at the annual or special meeting of the Association or who is not available to vote pursuant to a written consent as provided in these Bylaws. A District shall identify its Delegate and Alternate Delegate to the Association in a manner reasonably acceptable to the Secretary of the Association. The Delegate or Alternate Delegate who is entitled to vote on behalf of a District is referred to in these Bylaws as a "Delegate."

**ARTICLE IV  
MEETINGS OF MEMBERS**

### **Annual Meeting**

4.1 The Association shall hold an annual meeting of the membership ("Annual Meeting") in June each year or on such other date as the Board shall determine. At the Annual Meeting, the Delegates shall elect officers and directors and transact any other business that may properly come before the meeting.

### **Special Meetings**

4.2 A special meeting of the members ("Special Meeting") may be called by or at the request of the Chair. A Special Meeting shall be called by the Secretary whenever requested in writing by a majority the directors or not less than one-tenth of the Delegates.

### **Place of Meeting**

4.3 The Board may designate any location, inside Texas, as location for the Annual Meeting. The Board may designate a location within or without Texas for any Special Meeting.

### **Notice of Meetings**

4.4 Notice of the Annual Meeting or Special Meeting shall be delivered to each District and to the member trustees by U.S. mail, facsimile, or electronic mail not less than thirty (30) nor more than sixty (60) days before the date of the meeting to the address of such persons shown by the records of the Association. The notice shall state the place, date, and time of the meeting and, if the meeting is a Special Meeting, the purpose(s) for which the meeting is called.

### **Quorum; Actions**

4.5 A majority of the Delegates present or represented by proxy at the Annual Meeting or any Special Meeting shall constitute a quorum. The vote of a majority of Delegates present or represented by proxy at meeting at which a quorum is present shall be the act of the membership, unless otherwise provided by law.

### **Proxies**

4.6 A Delegate may vote by proxy in writing executed by the Delegate. Unless otherwise provided by the proxy, a proxy is revocable and expires eleven (11) months after the date it is executed. A proxy may not be irrevocable for longer than eleven (11) months.

## **ARTICLE V BOARD OF DIRECTORS**

### **General Powers, Number, Representation, and Terms of Officers and Directors**

5.1 The affairs of the Association shall be managed by the Board, each member of which must be a trustee of a District.

5.2 The number of directors on the Board shall be twelve. District peer categories based on size of enrollments, as determined by the Texas Higher Education Coordinating Board, or any successor agency, shall be used as the basis for determining the director positions referred to in paragraphs (4) through (8) below. The Board shall be comprised of the following positions: (1)

Chair; (2) Chair-Elect; (3) Secretary; (4) a director representing small community colleges; (5) two directors representing medium sized community colleges; (6) a director representing large community colleges; (7) a director representing very large community colleges, and (8) four directors elected at large. For purposes of these Bylaws and the TBOC, the Chair, Chair-Elect, the Secretary, are "officers" of the Association. For purposes of the TBOC and these Bylaws, such officers shall also be directors of the Association. The members of the Board who are officers and the other directors who are not officers shall sometimes be referred to herein collectively as "directors."

5.3. Commencing with the election held at the Annual Meeting held in June 2013, the term of office for all officers and directors shall be two years; *provided, however* in order to stagger the terms of officers and directors to permit continuity of the Board in connection with sessions of the Texas Legislature, the terms officers and directors who were elected an officer or director at the June 2012 Annual meeting will terminate upon the election of officers and directors at the June 2014 Annual Meeting. Further, the additional director elected at the Annual Meeting held in June 2013 will serve for a term of one year. Consequently, at the Annual Meeting held in June 2014, the following positions will be filled for two year terms as a result of the terms therefor having terminated: Chair, Chair Elect, Secretary, one director each representing small sized, large sized and very large sized Districts and two directors representing medium sized districts. At the election to be held in June 2013, four at large directors will be elected for two year terms.

#### **Nomination of Officers and Directors**

5.4 At least sixty (60) days prior to the Annual Meeting, the Chair shall appoint a nominating committee. The nominating committee shall prepare and submit to the Board nominations for officers and directors the Association. Each person nominated by the nominating committee shall have given his/her prior consent to the nomination and election as an officer or director and each nominee shall submit a letter of support from the Board of Directors on which the nominee serves to the Association's Secretary prior to the election of officers and directors. The nominating committee report on nominations will be submitted to Board for approval prior to the Annual Meeting. The slate of nominees for election will be delivered with the notice of the Annual Meeting delivered to the members as provided in these Bylaws. The nominating committee shall, in making its recommendations for a slate of candidates, and in particular, but not limited to, the positions to be filled by directors at large, take into consideration nominating trustees from Districts which have not previously had a trustee on the Board and to use its best efforts to so nominate such trustees. It is the policy of the Association to have a Board comprised of as many members from diverse regions of the Texas community college community as possible. Nominations for positions of officers and directors also may be made from the floor of the Annual Meeting or a Special Meeting held for such election. Each nominee for positions of officers and directors shall also provide the Secretary of the Association with a letter of support from the District the nominee represents.

#### **Election of Officers and Directors**

5.5 Officers and directors shall be elected at the Annual Meeting at which a quorum of Delegates is present by the affirmative vote of a majority of the Delegates present or represented by proxy. Each officer and director shall hold office for the term specified Sections 5.3 and until his or her successor is elected.

#### **Vacancies**

5.6 The Board shall fill any vacancy on the Board. A vacancy shall be filled by the affirmative vote of a majority of the remaining officers and directors. An officer or director selected to fill a vacancy will serve for the unexpired term of his or her predecessor in office.

### **Regular Meetings**

5.7 A regular annual meeting of the Board may be held without notice immediately after the Annual Meeting. The Board may schedule additional regular meetings that may be held without further notice of such meetings.

### **Special Meetings**

5.8 Special meetings of the Board may be call by, or at the request of the Chair. A special meeting of the Board shall be called by, or on behalf of, the Secretary whenever requested in writing by a majority of the directors.

### **Notice**

5.9 Written or printed notice of any special meeting of the Board shall be delivered to each director not less than three (3), nor more than thirty (30) days before the date of the meeting. The notice will state the place, day, and time of the meeting; who called it; and the purpose(s) for which it is called.

### **Quorum; Actions**

5.10 The presence of a majority of directors present at a meeting constitutes a quorum for transacting business at any Board meeting. A director may vote by in writing proxy, but his or her presence at a meeting by proxy cannot be counted for a quorum. The act of a majority of the directors present in person or by proxy at a meeting at which a quorum is present is the act of the Board. The proxy of a director expires three (3) months after the date it is executed and is revocable unless otherwise provided in the proxy or made irrevocable by law.

### **Compensation**

5.11 Directors may not receive any compensation for their services. A director may not serve the Association in any other capacity and receive compensation for those services.

### **Removing Directors**

5.12 The Board may vote to remove a director at any time if the Board determines that such removal is in the best interests of the Association. A Special Meeting of the Board to consider removing a Director shall be called by the Chair. The notice of the meeting will state that the purpose of the meeting will be to consider the removal of a director.

At the meeting, the director may evidence of why he or she should not be removed at and before the meeting. Also, at the meeting, the Association will consider possible arrangements for resolving the problems that are in the mutual interest of the Association and the director.

A director may be removed by the affirmative vote a majority of directors present or represented by proxy at the meeting at which a quorum is present.

## **ARTICLE VI OFFICERS**

### **Chair**

6.1 The Chair is the Association's principal executive officer. For purposes of Section 22.231 of the TBOC, the Chair shall be the "President" of the Association. He or she will supervise and control all of the business and affairs of the Association and preside at all meetings of the Board. The Chair may execute any agreements or other instruments the Board has authorized to be executed, except in cases where the execution thereof is expressly delegated by the Board, the Bylaws or statute to some other officer or agent of the Association. In general, the Chair shall perform all duties incident to the office of principal executive officer and such other duties as may be prescribed by the Board from time to time. The Chair will insure the proper oversight of the Association's funds and insure the preparation of appropriate financial statements on an annual basis, unless he or she appoints some other person to fulfill these obligations.

### **Chair-Elect**

6.2 When the Chair is absent, cannot act, or refuses to act, the Chair-Elect will perform the Chair's duties. When acting in the Chair's place, the Chair-Elect has all the powers of and is subject to all the restrictions on the Chair. The Chair-Elect will perform other duties as assigned by the Chair or Board. In the event of a vacancy in the office of Chair, the Chair-Elect shall succeed to the office of Chair to complete the unexpired term of the office followed by his or her term as Chair at the next Annual Meeting, and shall perform the duties of the office of Chair. The Chair-Elect will become Chair at the Annual Meeting the year after his or her election as Chair-Elect.

### **Secretary**

6.3 The Secretary shall (i) insure the preparation of minutes of the meetings of the members and the Board and the preservation of the minutes as part of the Association records and give, or cause to be given, all notices in accordance with the provisions of these Bylaws; and (ii) perform duties as assigned by the Chair or the Board.

## **ARTICLE VII COMMITTEES**

### **Establishment of Committees**

#### **Executive Committee**

7.1 An Executive Committee is hereby established to exercise the authority of the Board in the management of the Association. The Association's Executive Committee will be composed of the Chair, Chair-Elect, and the Secretary. The Immediate Past Chair shall be an ex officio member of the Executive Committee. The Immediate Past Chair need not be a community college trustee to serve as an ex officio member of the Executive Committee. The Board may create additional Executive Committee positions, define the authority and duties of each such position, as well as appoint persons to fill the positions until the next Annual Meeting.

#### **Vacancies**



7.2 The Board may select a person to fill a vacancy in any Executive Committee position that, if any, is not held by the Chair, Chair-Elect, Immediate Past Chair, or Secretary.

### **Other Committees**

7.3 The Board, by resolution adopted by a majority of the directors in office, may designate one or more committees, in addition to the Executive Committee, which, to the extent provided in such resolution, shall have and exercise the authority of the Board in the management of the Association which is not inconsistent with the authority given to the Executive Committee. Each such committee shall consist of at least two or more persons, a majority of whom must be directors.

Other committees not having and exercising the authority of the Board in the management of the Association may be designated and appointed by a resolution adopted by a majority of the directors at a meeting at which a quorum is present, or by the Chair authorized by a resolution of the Board. Membership on such committees may, but need not be, limited to directors.

Establishing a committee or delegating authority to it will not relieve the Board, or any individual Director, of any responsibility imposed by these Bylaws or otherwise imposed by law. No committee has the authority of the Board to:

- (a) Amend the Certificate of Formation;
- (b) Adopt a plan of merger or of consolidation with another corporation;
- (c) Authorize the sale, lease, exchange, or mortgage of all or substantially all of the Association's property and assets;
- (d) Authorize voluntary dissolution of the Association;
- (e) Revoke proceedings for voluntary dissolution of the Association;
- (f) Adopt a plan for distributing the Association's assets;
- (g) Amend, alter, or repeal these Bylaws;
- (h) Elect, appoint, or remove a member of a committee or a director or Executive Committee member of the Association;
- (i) Approve any transaction to which the Association is a party and that involves a potential conflict of interest as defined in Paragraph 7.04, below;
- (j) Take any action outside the scope of authority delegated to it by the Board; and
- (k) Take final action on a matter requiring membership approval.

### **Notice of Committee Meetings**

7.4 Written or verbal notice of a committee meeting will be delivered to each member of a committee not less than three (3) nor more than ten (10) days before the date of the meeting. The notice will state the place, day, and time of the meeting, and the purpose or purposes for which it is called.

### **Quorum**

7.5 A majority of the number of committee members present or represented by proxy at a meeting constitutes a quorum for transacting business at any meeting of the committee.

### **Actions of Committees**

7.6 The vote of a majority of committee members present or represented by proxy and voting at a meeting at which a quorum is present shall constitute the act of the committee unless the act of a greater number is required by statute or by some other provision of these Bylaws.

### **Compensation**

7.7 Committee members may not receive any compensation their services. A committee member may not serve the Association in any other capacity and receive compensation for those services.

## **ARTICLE VIII TRANSACTIONS OF ASSOCIATION Contracts**

8.1 The Board may authorize any officer or agent of the Association to enter into a contract or execute and deliver any instrument in the name of, and on behalf of, the Association. This authority may be limited to a specific contract or instrument, or it may extend to any number and type of possible contracts and instruments.

### **Deposits and Checks**

8.2 All the Association's funds will be deposited to the credit of the Association in banks, trust companies, or other depositories that the Board selects. All checks drafts, or other orders for the payment of money issued in the name of the Association shall be signed by an officer or officers, agent or agents of the Association as shall be determined by the Board and this authority may be general or confined to specific instances.

### **Gifts**

8.3 The Board may accept, on the Association's behalf, any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association. The Board may make gifts and give charitable contributions not prohibited by these Bylaws, the Certificate of Formation, state or federal law, and provisions set out in federal tax law that must be complied with to maintain the Association's federal and state tax status.

## **ARTICLE IX BOOKS AND RECORDS**

### **Required Books and Records**

9.1 The Association will keep correct and complete books and records. The books and records of account and shall also keep minutes of the proceedings of the its members, the Board, and committees having any of the authority of the Board.

### **Audits**

9.2 Any member may have an audit conducted of the Association's books. That member bears the expense of the audit unless the members vote to authorize payment of audit expenses. The member requesting the audit may select the accounting firm to conduct it. A member may not exercise these rights so as to subject the Association to an audit more than once in any fiscal year.

## **ARTICLE X FISCAL YEAR**

10.1 The fiscal year of the Association will begin on the first day of January and end on the last day in December in each year or as otherwise determined by the Board.

## **ARTICLE XI INDEMNIFICATION**

### **Persons Indemnified**

11.01. The Association shall indemnify to the extent provided in Sections 11.02, 11.03 or 11.04 of this Article: (1) any person who is or was a director, officer, agent or employee of the Association; and (2) any person who serves or served at the Association's request as a director, officer, agent, employee, partner or trustee or another Association, or of a partnership, joint venture, trust or other enterprise.

### **Extent in Derivative Suits**

11.02. In case of a suit by or in the right of the Association against a person named in Section 6.01 by right of his or her holding a position named in Section 11.01, the Association shall indemnify him, if he or she satisfies the standard in Section 11.03, for expenses (including attorneys' fees, but excluding amounts paid in settlement) actually and reasonably incurred by him or her in connection with the defense or settlement of the suit.

### **Standard in Derivative Suit**

11.03. In case of a suit by or in the right of the Association, a person named in Section 11.01 shall be indemnified only if: (1) he or she is successful on the merits or otherwise; or (2) he or she acted in good faith in the transaction which is the subject of the suit, and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association. However, he or she shall not be indemnified in respect of any claim, issue or matter as to which he or she has been adjudged liable for negligence or misconduct in the performance of his or her duty to the Association unless (and only to the extent that) the court in which the suit was brought shall determine, upon application, that despite the adjudication, but in view of all the circumstances, he or she is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

### **Extent in Non-Derivative Suits**

11.04. In case of a suit, action or proceeding (whether civil, criminal, administrative or investigative), other than a suit by or in the right of the Association, together hereafter referred to as a non-derivative suit, against a person named in Section 11.01 by reason of his or her holding a position named in Section 11.01, the Association shall indemnify him or her, if he or she satisfies the standard in Section 11.05, for amounts actually and reasonably incurred by him or her in

connection with the defense or settlement of a non-derivative suit as: (1) expenses (including attorneys' fees); (2) amounts paid in settlement; (3) judgments; and (4) fines.

### **Standard in Non-Derivative Suits**

11.05. In case of a non-derivative suit, a person named in Section 11.01 shall be indemnified only if: (1) he or she is successful on the merits or otherwise; or he or she acted in good faith in the transaction which is the subject of the non-derivative suit, and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, he or she had no reason to believe his or her conduct was unlawful. The termination of a non-derivative suit 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 failed to satisfy the standard of this Section 11.05(2).

### **Determination That Standard Has Been Met**

11.06. A determination that the standard of Section 11.03 or Section 11.05 has been satisfied may be made by a court. Or, except as stated in Section 11.05(2), the determination may be made by: (1) a majority of the directors of the Association (whether or not a quorum) who were not parties to the action, suit or proceeding; or (2) independent legal counsel in a written opinion.

### **Proration**

11.07. Anyone making a determination under Section 11.06 may determine that a person has met the standard as to some matters but not as to others, and may reasonably prorate amounts to be indemnified.

### **Advance Payment**

11.08. The Association may pay in advance any expenses (including attorneys' fees) which may become subject to indemnification under Sections 11.01 through 11.07, if: (1) the Board authorizes the specific payment; and (2) the person receiving the payment undertakes in writing to repay unless it is ultimately determined that he or she is entitled to indemnification by the Association under Section 11.01 through Section 11.07.

### **Non-Exclusive**

11.09. The indemnification provided by Sections 11.01 through 11.07 shall not be exclusive of any other rights to which a person may be entitled by law, bylaw, agreement or disinterested directors, or otherwise.

### **Continuation**

11.10. The indemnification and advance payment provided by Sections 11.01 through 11.08 shall continue as to a person who has ceased to hold a position named in Section 11.01 and shall inure to his or her heirs, executors and administrators.

### **Insurance**

11.11. The Association shall purchase and maintain insurance on behalf of any person who holds or who has held any position named in Section 11.01 against any liability incurred by him or her

in any such position, or arising out of his or her status as such, whether or not the Association would have power to indemnify him or her against such liability under Section 11.01 through 11.08.

### **Reports**

11.12. Indemnification payments, advance payments and insurance payments made under Sections 11.01 through 11.11 shall be reported in writing to the Board with the next notice of annual meeting, or within six months, whichever is sooner.

## **ARTICLE XII NOTICES**

### **Notice by Mail or Electronic Mail**

12.1 Any notice required or permitted by these Bylaws to be given to a member, director, officer, or member of a committee of the Association may be given personally or by mail or transmitted by facsimile or electronic message. If mailed, a notice is deemed delivered when deposited in the mail addressed to the person at his or her address as it appears on the corporate records, with postage prepaid. A person may change his or her address in the corporate records by giving written notice of the change to the secretary or executive director of the Association.

A notice of a meeting if transmitted by facsimile or electronic message is considered to be given when the facsimile or electronic message is transmittal to a facsimile number or an electronic address provided by the person, or to which the person consents for the purpose of receiving the notice.

### **Signed Waiver of Notice**

12.2 Whenever any notice is required by law or under the Certificate of Formation or these Bylaws, a written waiver signed by the person entitled to receive such notice is considered the equivalent to giving the required notice. A waiver of notice is effective whether signed before or after the time stated in the notice being waived.

### **Waiving Notice by Attendance**

12.3 A person's attendance at a meeting constitutes waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

## **ARTICLE XIII SPECIAL PROCEDURES CONCERNING MEETINGS**

### **Meeting by Telephone**

13.1 The members, Board, and any committee of the Association may hold a meeting by telephone conference-call procedures. In all meetings held by telephone, matters must be arranged in such a manner that all persons participating in the meeting can hear each other; the notice of a meeting by telephone conference must state the fact that the meeting will be held by telephone, as well as all other matters required to be included in the notice; and a person's participating in a conference-call meeting constitutes his or her presence at the meeting.

### **Decision Without Meeting**

13.2 Any decision required or permitted to be made at a meeting of the members, the Board, or any committee of the Association may be made without a meeting. A decision without a meeting may be made if a written consent to the decision is signed by all the persons entitled to vote on the matter.

### **ARTICLE XIV AMENDING BYLAWS**

14.1 These Bylaws may be altered, amended, or repealed, and new bylaws may be adopted only by a two-thirds (2/3) vote of the Delegates present at the Annual Meeting or a Special Meeting, with a quorum being present at the meeting. The notice of any meeting at which these Bylaws are altered, amended, or repealed, or at which new bylaws are adopted will include the text of the proposed bylaw provisions, as well as the text of any existing provisions proposed to be altered, amended, or repealed. If no notice is provided the Bylaws may be altered, amended, or repealed or new bylaws adopted by a four-fifths (4/5) or eighty percent (80%) vote of the Delegates present at the Annual Meeting or Special Meeting, with a quorum being present at the meeting.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of the Community College Association of Texas Trustees (CCATT) and that these Second Amended and Restated Bylaws constitute the Association's bylaws amended and restated by act of the membership adopted June 7, 2014. These Bylaws amend and restate Bylaws originally adopted August 19, 2008, revised June 13, 2009, and December 31, 2011, and Amended and Restated on June 1, 2013.

Dated: June 7, 2014

s/ William. D. Greenhill  
Secretary