

**BY-LAWS  
OF  
GROSSE POINTE SOCCER ASSOCIATION**

**ARTICLE I - OFFICES**

Section 1.1. Registered Office . The registered office of the Corporation shall be in the City of Grosse Pointe Farms, County of Wayne, State of Michigan, or such other location as may be authorized from time to time by the Board of Directors.

Section 1.2. Other Offices . The Corporation may have such other offices and places of business within or without the State of Michigan as the Board of Directors or the business of the Corporation may require.

**ARTICLE II - PURPOSE**

Section 2.1. General . The purposes of the Corporation are as set forth in Article II of the Articles of Incorporation.

Section 2.2. Definitions . As used in these By-Laws, the following terms (whether or not capitalized) shall have the indicated meanings:

"Act" shall mean the Non-Profit Corporation Act of the State of Michigan, the same being Act 162, Public Acts of 1982, as amended.

"Articles" shall mean the Articles of Incorporation of the Corporation, as amended from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

**ARTICLE III - DIRECTORS**

Section 3.1. Board of Directors . Except as specifically provided in the Articles or by these By-Laws, all rights, powers, duties and responsibilities relative to the management and control of the Corporation's activities, affairs, property and business shall be vested in the Board of Directors.

Section 3.2. Number and Term of Directors . The number of Directors which shall constitute the whole Board shall not exceed eighteen (18). The number of Directors which shall constitute the Board of Directors may be increased or reduced at any meeting of the Board by the affirmative vote of not less than two-thirds (2/3) of the Directors then in office. The members of the Board of Directors of the Corporation in office on the date of the Corporation's conversion to directorship non-profit corporation shall constitute the first Board of Directors and shall hold office until the annual meeting of the Corporation occurring in the year in which the term of service of such Director was scheduled to expire. At the annual meeting of the Corporation at

which the terms of any initial Directors were scheduled to expire, the Board (including for such purposes the Directors whose terms are expiring at such annual meeting) shall elect successor Directors to serve a term of three (3) years. The terms of the Directors shall be staggered so that as nearly as possible the terms of one-third of the Directors shall expire at each annual meeting of the Corporation. A Director shall hold office for the term for which elected and until the Director's successor is elected or until the Director's resignation or removal. Directors are eligible for election for successive additional terms.

Section 3.3. Vacancies . A vacancy, including a vacancy resulting from an increase in the number of Directors, may be filled by the affirmative vote of a majority of the remaining Directors (even if less than a quorum). A Director selected to fill a vacancy shall serve for the unexpired term of the Director's predecessor.

Section 3.4. Removal . Any Director may be removed at any time, with or without cause, by the affirmative vote of not less than two-thirds (2/3) of the Directors then in office.

Section 3.5. Resignation . A Director may resign by written or electronic notice to the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt of such notice and the acceptance of the resignation shall not be necessary to make it effective.

Section 3.6. Committees . The Board of Directors may, by resolution passed by a majority of the Board then in office, designate one (1) or more committees, including, but not limited to, an Executive Committee. Each Committee shall consist of one (1) or more Directors appointed by the Board of Directors. The Board of Directors may also designate one (1) or more Directors as alternate members for any member at any committee meeting. Any committee, to the extent provided by the Board of Directors in the resolution of the Board creating such committee, shall have and may exercise the powers designated by the Board of Directors in the management of the affairs, business and property of the Corporation, except that a committee cannot have the power or authority to amend the articles of the Corporation, adopt an agreement of merger, consolidation, division or dissolution recommend to the Board of Directors the sale, lease or exchange of all or substantially all of the Corporation's property or assets, recommend to the Board of Directors a dissolution of the Corporation or a revocation of a dissolution, amend these By-Laws, fill vacancies in the Board of Directors or fix compensation of the Directors for serving on the Board of Directors or on a committee. Each committee and each member of a committee shall serve at the pleasure of the Board. Each committee may determine its own rules, except to the extent such rules may be fixed by the Board of Directors or in conflict with the Articles or these By-Laws.

Section 3.7. Compensation and Expenses . The Directors, as such, shall not be compensated for the performance of services for or on behalf of the Corporation, but may, by resolution of the Board, be reimbursed for expenses incurred for or on behalf of the Corporation, including but not limited to, expenses for attendance at meetings of the Board. Nothing herein contained shall be construed to preclude any Directors from serving the Corporation in any capacity other than as Director and receiving reasonable compensation therefore, nor shall anything herein contained be construed to require the reimbursement of any

expenses or the payment of any compensation if such payment would jeopardize the status of the Corporation as a corporation exempt from State, Municipal, Federal income tax under Section 501(c)(3) of the Code, or corresponding provisions of any subsequent Federal income tax laws, or would permit the imposition of intermediate sanctions under any taxation Code.

#### **ARTICLE IV - MEETINGS**

Section 4.1. Regular and Annual Meeting of Board . The regular meeting of the Board for such business as may properly come before the meeting shall be held with or without notice on the third Wednesday of each month, if not a legal holiday, and if a legal holiday, then on the next following Wednesday which is not a legal holiday, at 7:30 p.m., local time. The annual meeting of the Board for election of Directors and officers and for such other business as may properly come before the meeting shall be held on the regular meeting date of the Board in November of each year. The Board may from time to time change or waive the date or time of a regular meeting, including the annual meeting.

Section 4.2. Special Meetings of the Board . Special meetings of the Board shall be called by the Secretary upon request of the President, or of not less than one-third (1/3) of the Directors. Under emergency situations, meetings can be conducted electronically provided that said procedure is approved by more than fifty percent (50%) of the Directors.

#### Section 4.3. Notice of Meetings.

(a) No notice shall be required for the annual or any regular meeting of the Board.

(b) Notice of any special meetings of the Board shall be held on notice of the time and place thereof to each Director given not less than two (2) days prior to the meeting.

(c) Any notice required under the Act, the articles or these By-Laws shall be in writing or electronically and shall be given to a Director at the address designated by the Director for that purpose or, if none, at the Director's last known address. Notice is given when deposited, with first class postage prepaid, in a post office or official depository under the exclusive care and custody of the United States Postal Service or when sent electronically to the email address designated by the Director. Notice may also be given in person or by fax, overnight delivery service or other service and in such case shall be effective when received. Neither the business to be transacted at, nor the purpose of, a regular or special meeting of the Board need be specified in the notice of the meeting.

(d) Notwithstanding the foregoing, no notice need be given to any person who submits a signed waiver of notice before or after a meeting, or who attends a meeting without protesting any lack of notice.

Section 4.4. Place of Meetings .

(a) Meetings may be held at such places, either within or without the State of Michigan, as the Board shall from time to time determine, or as shall be set forth in any notice of such meeting.

(b) Any meeting of the Board may be held by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and such participation shall constitute presence at the meeting.

Section 4.5. Adjourned Meetings . A majority of the Directors present, whether or not a quorum, may adjourn any meeting to another time and place. Notice of such adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken.

Section 4.6. Quorum . The presence of one-third (1/3) of the total number of Directors then in office shall constitute a quorum for the transaction of business.

Section 4.7. Voting . The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless a greater vote is required by law, by the Articles or these By-Laws. Each Director present shall have one (1) vote. If a Director hold more than one Board position he/she has a single vote.

Section 4.8. Proxies . The Board may not vote by proxy, and no proxy may be counted to determine whether or not a quorum is present at any meeting of the Board.

Section 4.9. Action by Written Consent . Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if a written consent thereof is signed by all Directors or members of such committee then in office. Such written consent shall be filed with the minutes or proceedings of the Board or the committee. The consent has the same effect as a vote of the Board or committee for all purposes.

Section 4.10. Chairperson . At all meetings of the Board, the President or, in his/her absence, the Vice President or, in his/her absence, another Director chosen by the Directors present at such meeting, shall preside as chair of the meeting.

Section 4.11. Permitted Attendance . Meetings of the Board and of any committee shall not be open to the public, except with the approval of the Board or such committee.

**ARTICLE V - OFFICERS**

Section 5.1. Offices, Election and Term .

(a) At the organizational meeting, and thereafter at each annual meeting, the Board shall elect a President, a Secretary and a Treasurer and may, in addition, elect at any time such other officers as it may determine. Any number of offices may be held by

the same person, but no officer shall sign any document in more than one capacity. All officers must be Directors.

(b) Unless otherwise specified by the Board, all officers shall be elected to hold office until the next annual meeting of the Board next following their election and until their successors have been elected and have qualified.

(c) Any officer may resign at any time by given a written notice to the President or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof or at a subsequent time specified in the notice of resignation, and the acceptance of the resignation shall not be necessary to make it effective.

(d) Any officer may be removed at any time by the Board with or without cause. Any vacancy occurring in any office by reason of death, resignation, removal or otherwise shall be filled by the Board.

Section 5.2. Powers and Duties . The officers, agents, assigns, and employees of the Corporation shall each have such powers and perform such duties in the management of the affairs, property and business of the Corporation, subject to the control of and limitation by the Board, as generally pertain to their respective offices, as well as such powers and duties as may be authorized from time to time by the Board.

Section 5.3. Sureties and Bonds . If the Board shall so require, any officer, agent, assign or employee of the Corporation shall execute to the Corporation a bond in such sum and with such surety or sureties as the Board may direct, conditional upon the faithful performance of his/her duties to the Corporation.

## **ARTICLE VI - INDEMNIFICATION**

Section 6.1. Indemnification in the Case of Claims by Third Parties . The Corporation shall, to the fullest extent authorized or permitted by the Act or other applicable law, as the same presently exists or may hereafter be amended, indemnify a person who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, other than an action by or in the right of the Corporation, by reason of the fact that the person is or was a Director, officer, employee, nondirector volunteer or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, partner, trustee, employee, nondirector volunteer or agent of another foreign or domestic corporation, business corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit, against expenses, including costs, attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that conduct was unlawful. The termination of any 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 the person reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

Section 6.2. Indemnification in the case of Claims by or in the Right of the Corporation . The Corporation shall indemnify a person who was or is a party to or is threatened to be made a party to a threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a Director, officer, employee, nondirector volunteer or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, partner, trustee, employee, nondirector volunteer or agent of another foreign or domestic corporation, business corporation, partnership, joint venture, trust or other enterprise whether for profit or not against expenses, including actual and reasonable attorneys' fees, and amounts paid in settlement incurred by the person in connection with the action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation. However, indemnification shall not be made for a claim, issue or matter in which the person has been found liable to the Corporation unless and only to the extent that the court in which the action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for expenses which the court considers proper.

Section 6.3. Indemnification if Successful on the Merits . To the extent that a Director, officer, employee, nondirector volunteer or agent of the Corporation has been successful on the merits or otherwise in defense of an action, suit or proceeding referred to in Section 6.1 or Section 6.2, or in defense of a claim, issue or matter in the action, suit or proceeding, the successful party shall be indemnified against expenses, including actual and reasonable attorneys' fees, incurred in connection with the action, suit or proceeding and in any action, suit or proceeding brought to enforce the mandatory indemnification provided in this Section 6.3.

Section 6.4. Approval of Indemnification . Any indemnification under Section 6.1 or Section 6.2, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee, nondirector volunteer or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Section 6.1 and Section 6.2. This determination shall be made in any of the following ways:

- (a) By a majority vote of a quorum of the Board consisting of Directors who were not parties to the action, suit or proceeding.
- (b) If the quorum described in subdivision (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action. The committee shall consist of not less than two disinterested Directors.
- (c) By independent legal counsel in a written opinion.

Section 6.5. Partial Indemnification . If a person is entitled to indemnification under Section 6.1 or Section 6.2 for a portion of expenses including costs, attorneys' fees, judgments, penalties, fines and amounts paid in settlement but not for the total amount thereof, the Corporation may indemnify the person for the portion of the expenses, judgments, penalties, fines or amounts paid in settlement for which the person is entitled to be indemnified.

Section 6.6. Advancement of Expenses . Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 6.1 or Section 6.2 may be paid by the Corporation in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director, officer, employee, nondirector volunteer or agent to repay the expenses if it is ultimately determined that the person is not entitled to be indemnified by the Corporation. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made but need not be secured.

Section 6.7. Other Rights of Indemnification . The indemnification or advancement of expenses provided under Section 6.1 to Section 6.6 is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under the articles of incorporation, these By-Laws or a contractual agreement. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided in Section 6.1 to Section 6.6 and this Section 6.7 continues as to a person who ceases to be a Director, officer, employee, nondirector volunteer or agent and shall inure to the benefit of the heirs, executors and administrators of the person.

Section 6.8. Insurance . The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, nondirector volunteer or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee, nondirector volunteer or agent of another corporation, business corporation, partnership, joint venture, trust or other enterprise against any liability asserted against the person and incurred by the person in any such capacity or arising out of the person status as such, whether or not the Corporation would have power to indemnify the person against such liability under Sections 6.1 to Section 6.7.

Section 6.9. Definitions . For purposes of Section 6.1 to Section 6.8, "Corporation" includes all constituent corporations absorbed in a consolidation or merger and the resulting or surviving corporation or business corporation, so that a person who is or was a Director, officer, employee, nondirector volunteer or agent of the constituent corporation or was serving at the request of the constituent corporation as a Director, officer, partners, trustee, employee, nondirector volunteer or agent of another foreign or domestic corporation, business corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, shall stand in the same position under the provisions of this Section with respect to the resulting or surviving corporation or business corporation as the person would if the person had served the resulting or surviving corporation or business corporation in the same capacity.

## **ARTICLE VII - MISCELLANEOUS**

Section 7.1. Funds . The funds of the Corporation shall be deposited in one or more bank, trust company or other financial institution, as may be designated by the Board. Such deposit shall be made subject to withdrawal on the signatures of such person or persons as the Board shall designate from time to time.

Section 7.2. Corporate Books and Records . The Corporation shall keep books and records of account and minutes of the proceedings of the Board and executive committee, if any. The books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time. The Corporation shall convert into written form without charge any record not in written form if so requested by a person entitled to inspect the records.

Section 7.3. Execution of Instruments . All corporate instruments and documents shall be signed or countersigned, executed, verified or acknowledged by such proper officer or officers or other person or persons as may be prescribed by law or as the Board may from time to time designate. When the execution of any contract, conveyance or other instrument has been authorized without specification of the executing officers, the president, any vice president, the secretary or the treasurer of the Corporation may execute the same in the name and on behalf of the Corporation.

Section 7.4. Fiscal Year . The first fiscal year of the corporation shall begin on the date of its incorporation and end on the subsequent 30th day of June. Each subsequent fiscal year shall be a twelve (12) month period ending on the 30th day of June.

Section 7.5. Confidentiality . Names, addresses, telephone numbers, electronic mail addresses and other personal, family or financial information received or possessed by the Corporation in connection with its operation and activities are confidential and shall only be used in connection with authorized activities and programs of the Corporation. Such information shall not be used for the promotion or solicitation of commercial activities, or the promotion or solicitation of any political, religious or charitable causes or events without the express authorization of the Board. This Section shall apply to Directors, Officers, coaches, assistant coaches, managers, referees, players, parents, guardians and any other person in any way affiliated with the Corporation (an "Affiliated Person"). Violations of this Section shall be referred to the Disciplinary Board as provided for in the Corporation's Rules and Regulations.

## **ARTICLE VIII - AMENDMENTS**

Section 8.1. Amendments . These By-Laws may be altered, amended or repealed from time to time by the Board, provided that written notice containing the substance of the proposed amendment has been sent to each Director at least ten (10) days in advance of the date of the meeting.

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