

LAKE NORMAN SOCCER CLUB, INC.
A NORTH CAROLINA Nonprofit Public Benefit Corporation

**AMENDED AND RESTATED
BYLAWS**

ARTICLE 1

Name and Offices

- A. **Name.** The name of this corporation is LAKE NORMAN SOCCER CLUB, INC., (hereinafter referred to as the LNSC or Club). Teams playing under the LNSC name shall be designated by the year, as per North Carolina Youth Soccer Association Bylaws, Rules and Regulations.
- B. **Principal Office.** The principal office of the Club shall be located in the County of Iredell, State of North Carolina.
- C. **Registered Office.** The registered office of the Club required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal office, and the address of the registered office may be changed from time to time as provided in the Act.
- D. **Other Offices.** The Club may have offices at such other places, either within or without the State of North Carolina, as the Board of Directors from time to time may determine or as the affairs of the Club may require.

ARTICLE 2

Purpose and Nonprofit Status

- A. **Purpose.** The purpose of the LNSC is to establish, maintain and operate a non-profit 501c(3) organization to develop, promote, and administer competitive youth soccer at the recreation, challenge, classic and premier level without regard to race, creed, sex or national origin, within Iredell County and the surrounding counties, including, but not limited to Mecklenburg, Lincoln, Catawba, Gaston and Rowan Counties. Such activities may be extended to other areas where the Club can be of service in the promotion of amateur soccer.
- B. **Nonprofit Status.** The LNSC shall be nonprofit and nonpartisan in its operation. No substantial part of the activities of the LNSC shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation. The LNSC shall not participate or intervene in any political campaign on behalf of any candidate for public office or against any measure being submitted to the people for a vote.

ARTICLE 3

Affiliation

The LNSC shall be affiliated with the North Carolina Youth Soccer Association (NCYSA) and the United States Soccer Federation (USSF) and with the United States Youth Soccer Association, (USYSA), the United States Soccer League, (USL), and the United States Club Soccer when appropriate. All guidelines as set forth for Classic, Challenge, and Recreation soccer within North Carolina shall serve as the guidelines for the Club.

ARTICLE 4
Bylaws and Authorities

- A. **Governing Documents.** The LNSC is governed by these Bylaws and the Constitution and the Bylaws of the NCYSA, except where superseded by the USYSA, USSF, USL and United States Club Soccer.

- B. **Governing Authority.** The governing authority of the LNSC shall be its Board of Directors, whose powers and responsibilities are described in these Bylaws. All member teams, which include the teams' players, coaches, parents, and guardians and all referees shall abide by these Bylaws and the regulations of the LNSC as set forth by the Board of Directors, and all applicable rules and regulations of the associations with which the LNSC is affiliated.

ARTICLE 5
Membership, Meeting and Voting

- A. **Membership.** Membership shall be open to any person or corporation interested in supporting the activities of the LNSC.
 - 1. Each registered player's parents or guardians shall be associate members of the LNSC. Each associate member in good standing will have one vote per player carded through NCYSA to elect a team representative to be a voting member of the LNSC for a one year term. If a team disbands or ceases to exist for any reason, the voting membership affiliation shall terminate immediately.
 - 2. Membership shall be for a period of one year, concurrent with the seasonal year beginning August 1 through July 31.

- B. **General Meetings.**
 - 1. There shall be an Annual General Meeting held in April each year at a date determined by the Board of Directors. The President shall preside over the meeting.
 - 2. Special General Meetings may be called by a majority vote of the legal votes cast of the Board of Directors or by signed petition to the Board by 30% of the Club voting membership.
 - 3. The date for all General Meetings will be announced no less than thirty (30) days prior to the meeting.
 - 4. A quorum shall be greater than 25% of the team representatives entitled to vote at such meeting.

- C. **Voting at General Meetings.**
 - 1. Each team representative is entitled to one vote, provided that the team is in good standing with the Club.
 - 2. Voting may be by proxy if authorized in writing. For team representatives the proxy can only be assigned to another member of that team.

- D. **Rights.** The rights of voting membership shall be to: 1) elect the Board of Directors of the LNSC and to vote at its Annual or Special General Meetings on all business brought forth at such meetings; 2) to present and vote on motions; and 3) to attend meetings of the Board of Directors.

ARTICLE 6
Registration, Fiscal Year, Dues and Fees

- A. **Registration.** All applications for player membership in the LNSC shall be submitted annually with the appropriate fees. Accompanying the appropriate fees shall be a properly completed registration

form(s) for each player, prepared in accordance with current NCYSA registration requirements and procedures.

- B. **Fiscal Year.** The fiscal year of the LNSC shall be determined by the Board of Directors and may not be the same as the Membership Year of August 1 to July 31.
- C. **Dues and Fees.** The LNSC shall charge such dues and other fees for participation in its program as shall be established by the Board of Directors.

ARTICLE 7

Board of Directors

- A. **Number of Directors.** The number of elected Board of Directors shall be ten (10) unless otherwise amended by the Board of Directors.
- B. **Executive Committee.** The Executive Committee of the Board of Directors shall consist of the officers of the Club, namely the President, the Vice President, the Secretary and the Treasurer.
- C. **Nominations.**
 - 1. The Board of Directors shall submit a slate of nominees selected by the Board at the Annual General Meeting in accordance with Article 12(A)(1), all of whom shall have agreed to serve.
 - 2. At the Annual General Meeting or a Special General Meeting for the purpose of filling a Board vacancy, nominations from the floor from any member (as described in Article 5 above) are permitted provided the individual consents.
 - 3. If there are no nominations from the floor, then the slate of nominees proposed by the Board of Directors shall be accepted by acclamation.
- D. **Elections.** The Board of Directors shall be elected at the Annual General Meeting except as provided in Article 7 (H) and (I). Elections are subject to the following:
 - 1. No candidate can be elected to office and no proposal can be decided except by a majority vote of the total ballots cast at any General Meeting.
 - 2. In the event of a tie, the vote must be retaken until the tie is resolved by voting.
 - 3. When candidates for more than one office are voted on at the same time, a majority of the legal votes cast for each particular office is required to elect a candidate to that office.
 - 4. Voting shall be conducted in accordance with Article 12(A)(2) of the Bylaws.
- E. **Tenure.** Tenure of office shall begin effective fourteen (14) days after election or upon appointment and continue until fourteen (14) days after an appointment is made or an election is held for the office. Those outgoing Board of Directors shall assist with the transition of their responsibilities to their successors.
- F. **Term Limits.** No Director shall serve more than three (3) consecutive three (3) year terms or more than nine (9) consecutive years on the Board of Directors. The Board of Directors shall serve staggered terms.
- G. **Vacancies.** A vacancy occurring on the Board of Directors shall be filled by a majority vote of the legal votes cast of the Board of Directors at a meeting called for that purpose or at a regularly scheduled monthly Board Meeting. However, the Board of Directors at its discretion may call for a

Special General Meeting for the purpose of filling that vacancy. In that event, the procedure for general election shall be followed with respect to nomination of candidates.

- H. **Appointments.** To address strategic issues vital to LNSC the Board of Directors at its discretion may appoint up to two (2) full, voting Directors to the Board by majority vote of the Board of Directors at a regularly scheduled monthly meeting of the Board. The term of appointed Board Members shall be until the next General Membership Meeting for the purpose of electing Board of Directors.
- I. **Ex-Officio Board Members.** The President shall have the power to appoint a maximum of five (5) ex-officio members to the Board of Directors who at the discretion of the President may or may not be members of the Club. Ex-officio members of the Board of Directors shall have voice but not vote in meetings of the board. They shall not attend executive sessions or closed sessions of the board.
- J. **General Powers.** The government and policy-making responsibilities of the Club shall be vested in the Board, which shall control its property, be responsible for its finances, adopting an annual program of work, and otherwise direct its affairs. The Board shall formulate and adopt the internal and external policies of the Club.

ARTICLE 8

Officers

- A. **Officers.** The officers of the Club shall consist of a President, Vice-President, a Secretary and a Treasurer each of whom shall have such power and duties as are set forth in these By-Laws and as may be delegated to such officer by the Board of Directors and each of whom must be a member of the Board. The Club's other officers may also consist of such other titled officers as may be deemed necessary or advisable by the President, each of which officers or assistant officers thereto shall have such powers as may be delegated to them by the President.
- B. **Election, Term and Term Limit.** The officers of the Club shall be elected at the Annual General Meeting for terms consistent with the officers' terms on the Board of Directors. Such elections shall be made in accordance with the procedure for electing the Board of Directors in accordance with Article 7 (C) and Article 7 (D). Each officer shall hold office until the expiration of such officer's term.
- C. **Removal and Resignation.** Any officer appointed by the Board of Directors may be removed by the Board with or without cause whenever in its judgment the best interests of the Club will be served thereby. Any such removal or disqualification shall be by the vote of at least 67% of the Board of Directors.

An officer may resign at any time by communicating such officer's resignation to the Club. A resignation is effective when it is communicated unless it specifies in writing a later effective date. If a resignation is made effective at a later date and the Club accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

D. **Duties of Officers:**

1. **President:** the President shall: 1) preside over all meetings of the LNSC and the Board of Directors; 2) be a member ex officio of all committees except the Nominating Committee and the Financial Review Committee; 3) appoint chairpersons of the Standing Committees; 4) be the official spokesperson for the LNSC, except when the President at his/her discretion delegates that responsibility; 5) be the LNSC representative at all NCYSA meetings, except when at his/her discretion, that responsibility is delegated to another; 6) provide supervision over compliance and performance of all contractors involved in all contracts authorized by the Board; 7) execute on behalf

of and in the name of the LNSC all agreements or other transactional evidence; and 8) serve as an alternate signatory on the LNSC bank account(s).

2. **Vice President:** the Vice President shall: 1) act as an aide to the President and in the absence of the President, perform all duties of the President; 2) have responsibilities for overseeing development and maintenance of procedures and policies and 3) be the alternate representative at all NCYSA meetings. The Vice President shall not automatically succeed to the office of President, but anyone elected to such position must be willing to consider a subsequent nomination for President when that office becomes vacant.

3. **Secretary:** the Secretary shall: 1) shall keep an accurate record of the proceedings of all scheduled LNSC meetings; 2) shall prepare and distribute minutes for such meetings by the next scheduled meeting; 3) shall keep a record of all except those specifically assigned to the custody of other Board members; and 4) shall keep a record of all policy decisions of the Board and make such decisions readily available at all meetings.

4. **Treasurer:** the Treasurer shall **OVERSEE:** 1) receive all moneys for the LNSC and deposit it into such Bank accounts as approved by the Board; 2) pay all such sums in a timely manner, in accordance with the approved budget as authorized by the Board; 3) verify full performance of all contractor services prior to payment; 4) keep an accurate record of all transactions, receipts and disbursements; 5) be responsible for the timely filing of all legally required filings; 6) present a statement of account to the Board once per quarter; 7) develop procedures to encourage the fiscal responsibility of the LNSC and make a full report at the Annual General Meeting; 8) propose a budget to be presented to the Board no later than the third month before the Annual General Meeting; 9) be the Chair of the Budget Committee; and 10) serve as an alternate signatory on the LNSC bank account(s).

ARTICLE 9

Meetings and Duties of the Board of Directors

- A. **Chairman.** The President shall be the Chair of the Board of Directors. In the absence of the President, the Chair shall be determined in the order as follows: Vice President, Secretary and Treasurer.
- B. **Meetings, Notice, Quorum, and Voting.** The Board of Directors shall meet monthly. The Board shall arrange an Annual General Meeting. At the request of the President and two Board members, a special Board meeting may be held upon four (4) day's notice by U.S. mail or electronic mail (email), or 48 hours notice by telephone. A quorum shall consist one more than 50% of the elected Board members. The Board may take action by a majority vote of the legal votes cast of the Board of Directors.
- C. **Open Meetings.** Meetings of the Board of Directors shall be open to all LNSC members. However, the Board may consider items in closed session if the Chair rules them to be confidential on the grounds that their disclosure would be detrimental to the welfare of the LNSC.
- D. **Action by Written Consent.** Any action required or permitted to be taken by the Board may be taken without a meeting if the Board unanimously consents in writing to such action. Such written consent shall be filed with the minutes of the proceedings of the Board. Email constitutes an acceptable form of writing.
- E. **Business.**
 - 1. The Executive Director oversees the day to day operations of the LNSC, subject to the direction of the Board of Directors.

2. The Board of Directors shall attend to such matters as may be referred to it. It shall be responsible to the LNSC membership for such conduct of LNSC activities in accordance with these Bylaws and the policies established by the Board.
 3. The Board shall adopt an annual budget and establish registration fees as it deems appropriate. The adopted budget shall be presented to the membership at the Annual General Meeting in April.
 4. The Board shall establish policies and adhere to existing policies of the NCYSA, USYSA, USSF, USL and the United States Club Soccer on the formation of affiliated teams, registration of players and teams, length and dates of playing seasons, creation and selection of competitive teams, and involvement of the LNSC in tournaments and other competitions.
 5. The Executive Director may, ~~expend~~ LNSC funds, not to exceed \$1000.00 (One Thousand Dollars), outside of the approved budget. The Executive Director shall report any such expenditure to the full Board of Directors at the next monthly Board Meeting.
- F. **Contracts.** The Board of Directors may authorize any officer or officers; agent or agents, to enter into any contract or execute and deliver any instrument on behalf of the Club and such authority may be general to specific instances.
- G. **No Compensation.** No member of the Executive Committee or Board of Directors shall be in a paid position or contract with the LNSC.
- H. **Conflict of Interest.** In any issue in which there is a potential or actual conflict of interest, that member may not participate in the discussion or vote on the issue.
- I. **Checks and Drafts.** All checks, drafts or other orders for the payment of money issued in the name of the Club shall be signed by such officer or officers, agent or agents, of the Club and in such manner as shall from time to time be determined by resolution of the Board of Directors.
- J. **Deposits.** All funds of the Club not otherwise employed shall be deposited from time to time to the credit of the Club in such depositories as the Board of Directors shall direct.
- K. **Delegation of Authority by Officers and Boards.** The members, officers, boards, or committees delegating authority retain full responsibility for the performance or exercise of the powers, duties, and responsibilities that they have delegated. They also are responsible for negligence and its consequences in the exercise of the delegated authority.
- L. **Removal of Board Members.**
1. Grounds for removal from office of a Board member shall be: (i) continued, gross, or willful neglect of the duties of the office; (ii) failure or refusal to disclose necessary information on matters of organization business; (iii) unauthorized expenditures, unauthorized signing of checks, or misuse of organization funds; (iv) misrepresentation of the organization and its officers to outside persons; or (v) conviction of a crime which is considered detrimental to the welfare of the LNSC.
 2. Adequate notice shall be provided to the accused officer. A reasonable opportunity to defend oneself shall be provided at the next regularly scheduled Board Meeting.
 3. A Board member shall face removal from office by a majority vote of the legal votes cast of the Board of Directors at a regularly scheduled Board Meeting.

ARTICLE 10

Management

- A. **Management Positions.** The President shall delegate duties as required by these by-laws or as otherwise necessary to assist in successfully carrying out LNSC affairs with the consent of the Board. These positions may include, but not be limited to Executive Director, Business Manager, Director of Soccer, Director of Instruction, Director of Coaching, Coach, Field Coordinator, Referee Coordinator, Statistician; etc. These positions may not be filled by officers or other members of the Board.
- B. **Executive Director:** The Board shall employ the Executive Director. The Board shall fix the salary and other considerations of employment. The respective duties and authorities of the Executive Director shall be determined by the Board of Directors through the adoption of a written, job description. Notwithstanding said job description, the Executive Director shall: 1) assist the President and Executive Committee in developing and maintaining the LNSC Business Plan; 2) lead the day to day operations of the Club in successfully implementing the approved business policies and initiatives; 3) be the official spokesperson and representative at all NCYSA meetings for LNSC, when the President at his/her discretion delegates these responsibility; 4) be accountable for the performance of the Business Manager, Director of Soccer, Directors of Coaching and other paid staff or volunteers; 5) assure supervision over compliance and performance of all contractors involved in all contracts authorized by the Board; and 6) serve as an alternate signatory on the LNSC bank account(s). Absent a contract to the contrary, employment of the Executive Director shall be at will. Notwithstanding the foregoing, and absent a contract to the contrary, it is requested, but shall not be required, that the Executive Director provide the Chairman of the Board with no less than forty-five (45) days' written notice of their intention to resign. The Executive Committee is responsible for the preparation and review of a yearly performance evaluation of the Executive Director. Notice of completion of the performance evaluations and the recommendations of the Executive Committee resulting therefrom shall be provided to the Board of Directors at its next regularly scheduled meeting. The performance evaluations will become part of their confidential personnel files. The Executive Committee is responsible for recommending the appointment of the Executive Director, as well as recommending salaries, benefits, performance bonuses, if any, and related compensatory items for the position to the Board of Directors for its consideration. The recommendations of the Executive Committee resulting therefrom shall be incorporated into and become a part of the proposed annual budget to be presented to the Board of Directors for its consideration at its next regular meeting.
- C. **Business Manager:** The Board shall employ the Business Manager. The Board shall fix the salary and other considerations of employment. The respective duties and authorities of the Business Manager shall be determined by the Board of Directors through the adoption of a written, job description. Notwithstanding said job description, the Business Manager shall develop and oversee the office and business processes in support of the day to day operations of LNSC to include but not limited to: 1) obtain and supervise other office staff; 2) serve as financial controller under the direction of the Treasurer; and 3) serve as an alternate signatory on the LNSC bank account(s).

ARTICLE 11

Indemnification of Directors, Officers and Others

- A. **Definitions.** For purposes of this Article 11, the following definitions shall apply:
1. "Club" means the Lake Norman Soccer Club and all "predecessors" thereof as such term is defined in the Act.
 2. "Director" means an individual who is or was a director of the Club or an individual who, while a director of the Club, is or was serving at the Club's request as a director, officer, partner, trustee, employee or agent or another foreign or domestic corporation, partnership, limited liability company, association, joint venture, trust, employee benefit plan at the Club's request if such director's duties to the Club also impose duties on, or otherwise involve services by, the director

to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context requires otherwise, the estate or personal representative of a director.

3. "Expenses" means expenses of every kind incurred in defending a Proceeding, including, but not limited to, legal, accounting, expert and investigatory fees and expenses.
4. "Indemnified Officer" shall mean each officer of the Club who is also a director of the Club and each other officer of the Club who is designated by the Board of Directors from time to time as an Indemnified Officer. An Indemnified Officer shall be entitled to indemnification hereunder to the same extent as a Director, including, without limitation, indemnification with respect to service by the Indemnified Officer at the Club's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, limited liability company, association, joint venture, trust, employee benefit plan or other enterprise.
5. "Liabilities" means any obligation to pay any or all of the following: a judgment, a settlement, a penalty, a fine (including an excise tax assessed with respect to an employee benefit plan) and reasonable expenses, including, but not limited to, attorney's fees of opposing parties incurred with respect to a Proceeding.
6. "Proceeding" means any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, and any appeal therein (and or inquiry or investigation that could lead to such a proceeding).

- B. **Indemnification.** In addition to, and not in any way in limitation of, all indemnification rights and obligations otherwise provided by law, the Club shall indemnify and hold harmless its Directors and Indemnified Officers against all Liabilities and Expenses in any Proceeding (including, without limitation, a Proceeding brought by or on behalf of the Club itself) arising out of their status as Directors or officers, or their service at the Club's request as a Director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, limited liability company, association, partnership, joint venture, trust, employee benefit plan or other enterprise, or their activities in any such capacity; provided, however, that the Club shall not indemnify a Director or Indemnified Officer against Liabilities or Expenses that such person may incur on account of activities of such person which at the time taken were known or believed by him or her to be clearly in conflict with the best interest of the Club. The Club shall also indemnify each Director and Indemnified Officer for his or her reasonable costs, expenses and attorneys' fees incurred in connection with the enforcement of the rights to indemnification granted herein, if it is determined in accordance with Article 11(C) that the Director or Indemnified Officer is entitled to indemnification hereunder.

The Board of Directors shall have the authority to adopt such resolutions pertaining to the implementation of this Article 11(B) as it may from time to time determine, and such resolutions shall be given full effect, even though they supplement, amplify or go beyond the provisions of this Article 11(B), provided and to the extent such resolution does not violate any provision of the Act or Restated Articles. This Article 11(B) shall be construed in a manner to fully effect the purpose and intent of the resolution of the Club's Board of Directors approving and adopting this provision.

- C. **Determination.** Any indemnification under Article 11(B) shall be paid by the Club in a specific case only after a determination that the Director or Indemnified Officer has met the standard of conduct set forth in Article 11(B). Such determination shall be made:
1. by the Board of Directors by a majority vote of a quorum consisting of directors not at the time parties to the Proceeding;
 2. if a quorum cannot be obtained under Article 11(C) (1), by a majority vote of a committee duly designated by the Board of Directors (in which vote directors who are parties to the Proceeding

may participate), consisting solely of two or more directors not at the time parties to the Proceeding;

3. by special legal counsel (i) selected by the Board of Directors or a committee thereof in the manner prescribed in Article 11(C)(1) or (2); or (ii) if a quorum of the Board of Directors cannot be obtained under Article 11(C)(1) and a committee cannot be designated under Article 11(C)(2), selected by a majority vote of the full Board of Directors (in which selection directors who are parties in the Proceeding may participate); or
4. by the members, but votes of directors or officers who are at the time parties to the Proceeding may not be voted on the determination.

The Board of Directors shall take all such action as may be necessary and appropriate to enable the Club to pay the indemnification required by this Article 11.

- D. **Advances for Expenses.** The Expenses incurred by a Director or an Indemnified Officer in defending a Proceeding may be paid by the Club in advance of the final disposition of such Proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director or Indemnified Officer to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Club against such Expenses. Subject to receipt of such undertaking, the Club shall make reasonable periodic advances for Expenses pursuant to this Article 11(D), unless the Board of Directors shall determine, in the manner provided in Article 11(C) and based on the facts then known that indemnification under this Article 11 is or will be precluded.
- E. **Reliance and Consideration.** Any Director or Indemnified Officer who at any time after the adoption of this Article 11 serves or has served in any of the aforesaid capacities for or on behalf of the Club shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right, however, shall not be exclusive of any other rights to which such person may be entitled apart from the provisions of this Article 11. No amendment, modification or repeal of this Article 11 shall adversely affect the right of any Director or Indemnified Officer to indemnification hereunder with respect to any activities occurring prior to the time of such amendment, modification or repeal.
- F. **Insurance.** The Club may purchase and maintain insurance on behalf of its directors, officers, employees and agents and those persons who were or are serving at the request of the Club in any capacity with another corporation, partnership, limited liability company, association, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against or incurred by such person in any capacity, or arising out of his or her status as such, whether or not the Club would have the power to indemnify such person against such liability under the provisions of this Article 11 or otherwise. Any full or partial payment made by an insurance company under any insurance policy covering any director, officer, employee, agent or other person identified above made to or on behalf of a person entitled to indemnification under this Article 11 shall relieve the Club of its liability for indemnification provided for in this Article 11 or otherwise to the extent of such payment, and no insurer shall have a right of subrogation against the Club with respect to such payment.

ARTICLE 12

Committees

- A. **Standing Committees Appointed by the Board.** The following Standing Committees shall be appointed annually by the Board of Directors. The term of service of these Committees shall be the same as the term of the officers.
1. **Nominating Committee.** Not less than two (2) months prior to the Annual General Meeting or a Special General Meeting for the purpose of filling a Board vacancy, the Board of Directors shall appoint a Nominating Committee consisting of at least three (3) persons representing a cross-section of the LNSC membership. The members appointed by the Board shall be current or recent members of the Board who, by reason of their service, have a broad and up-to-date knowledge of the needs of the LNSC. This Committee shall prepare a slate of candidates for all elected offices. This Committee may prepare a slate of candidates for all appointed offices.
 2. **Election Committee.** Not less than one (1) month prior to the Annual General Meeting or a Special General Meeting for the purpose of filling a Board vacancy, the Board of Directors shall appoint an Election Committee consisting of at least two (2) persons. The Committee prepares and prints the ballots, distributes the ballots at the Annual General Meeting or a Special General Meeting for the purpose of filling a Board vacancy, collects and counts the ballots, and compiles the results of the election. For other business which requires written votes at any General Meeting, the Committee prepares and prints the ballots, distributes the ballots, collects and counts the ballots, and compiles the results.
- B. **Special Committees.** The President shall be empowered to appoint standing committees and special committees as may be deemed necessary for the conduct of the affairs of the Club, subject to a majority vote of the Board of Directors. Each member of every such committee shall serve at the pleasure of the President and in no event shall exceed the term of the appointing President. The various committee responsibilities and projects to be undertaken shall be clearly defined by the President and the Board of Directors at the time of appointment of each committee. All projects to be undertaken by the various committees shall be approved by majority vote of the Board of Directors.
- C. **Removing Committee Members.** A member of a Committee who is unable or fails to perform his/her duties shall be removed and notified of his/her removal by the appointing or electing authority.
- D. **Replacing Committee Members.** The members of a Committee may be replaced by the appointing or electing authority.

ARTICLE 13

Protests and Appeals

- A. **Limitation.** Protests and appeals within the LNSC will be limited to issues for games assigned by the LNSC. Protests and appeals for violations involving Classic or Challenge games assigned by and/or organized by the NCYSA will be handled according to the process outlined with the NCYSA.
- B. **No Court Action.** In the matter of protests and appeals, no person associated with youth soccer shall invoke the aid of the Courts of any state or the Federal Courts without first exhausting all available remedies within the appropriate soccer organizations, including a final appearance at the Annual General Meeting of the USYSA.
- C. **Timing and Payment.** Protests resulting from improper application of the Laws of the Game shall be filed in writing within 48 hours of the purported infraction. Referee discretion or interpretation is not something which can be appealed or protested. A \$300 non-refundable cashier's check shall accompany the protest.

ARTICLE 14

Grievances

Grievances of any member of LNSC may be brought before the Executive Committee. The decision of the Executive Committee may be appealed to the full Board of Directors by the affected member by notifying the Board in writing within fifteen (15) days from the date of the final decision of the Executive Committee. The decision of the Board of Directors shall be final.

ARTICLE 15

Authority and Procedures for Discipline

- A. **Adherence to Governing Documents and Policies.** Each member of the Board of Directors must adhere to all provisions of the association by-laws and any other rules or provisions that may be adopted by the board, including but not limited to the Association Code of Conduct and NCYSA.
- B. **Authority of Discipline:** The Executive Committee shall have authority to expel, suspend, or otherwise discipline a board member, coach, team manager, player, staff member, or any other person operating under the authority of the Board who violates the by-laws and rules of the Association, or the Code of Conduct, or who acts in such a manner as to hinder the achievement of the goals and purposes of the Association. The president may suspend a board member, team manager, coach, player, or any other person operating under the authority of the board who violates the by-laws and rules of the Association, or the Code of Conduct, or who acts in such a manner as to hinder the achievement of the goals and purposes of the Association and give specific reasons for the suspension. Within seven (7) days the president must notify the suspended person of their right to appeal the suspension and the date for a final hearing. Copies of the notice are to be sent to each member of the Executive Committee. The final hearing for a suspension of a Board member, player, coach, or parent will be the next regular monthly board meeting following the delivery of notice to the suspended member. If the Executive Committee upholds the action of the President, then the Suspended Party may notify the Board of Directors if he/she wants an appeal to a Discipline and Appeals Committee. Suspended Party will have fifteen (15) days from the date of the final decision of the Executive Committee to notify the Board of Directors of his/her decision to appeal the findings of the Executive Committee. The findings of the Discipline and Appeals Committee shall be final.
- C. **Rights of Suspended Party during Suspension.** The suspended party will not be allowed to participate in any Association game, meeting, or other function during their suspension. Furthermore, the suspended party will not be allowed to participate actively or as a spectator at any practice or game involving any LNSC team. If the suspended party is a voting board member, their voting rights will also be suspended.
- D. **Final Hearing:** Any person suspended by the board, or a member suspended by the president, will at the time of the final hearing;
1. be permanently removed by a two-thirds majority vote of the Board, or,
 2. receive a suspension for a specified period of time upon a two-thirds majority vote of the Board, or,
 3. may be restored to full rights and privileges upon any of the following actions at the final hearing;
 - a. failure of a motion to permanently remove the party, or,
 - b. a failure of a motion to suspend the person for a specified period of time, or
 - c. a two-thirds majority vote to restore the person to full rights and privileges in good standing with the Association.

ARTICLE 16

Rules of Order

The most current edition of Robert's Rules of Order shall be deemed as adopted at all LNSC meetings, unless otherwise agreed to in advance by the participants, insofar as such rules are not inconsistent with or in conflict with these Bylaws, or regulations by which the LNSC is governed.

ARTICLE 17

Use of Club Names: Team Colors

- A. **Use of Name.** No individual, organization, or team not sponsored by LNSC shall be permitted to use the LNSC name, logo, or names of the LNSC team(s) without written consent from the Board of Directors, signed by the president.
- B. **Colors and Logo.** Team colors and logo of teams competing under Lake Norman Soccer Club name shall be determined by the full Board of Directors.

ARTICLE 18

Amendments to Bylaws

- A. **How Proposed.** Individuals proposing amendments to these Bylaws must do so in writing to the LNSC Secretary fifteen (15) days prior to the next scheduled Board Meeting.
- B. **Voting Requirements.** These Bylaws may be amended only by a vote of at least 75% of all of the Board of Directors and ratification by the membership as set forth in section (c) below.
- C. **Effectiveness of Amendments.** Bylaw amendments are effective immediately upon the affirmative vote of 75% of the full Board of Directors and upon ratification by a simple majority vote of the membership in attendance at a meeting with a quorum consisting of greater than 25% of team representatives entitled to vote.

ARTICLE 19

NCYSA Rules and Regulations Govern

In the event that conflicts arise between these by-laws and the rules and regulations of the North Carolina Youth Soccer Association (NCYSA), the NCYSA rules and regulations shall prevail.

ARTICLE 20

Prohibition against Sharing in Corporate Earnings

No officer or employee of, or member of a committee of, or person connected with the Club, or any other private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the Club, provided that this shall not prevent the payment to any such person or of such reasonable compensation for services rendered to or for the Club in affecting any of its purposes as shall be fixed by the Board of Directors; and no such person or persons shall be entitled to share in the distribution of the Club.

ARTICLE 21

Prohibition against Non-Charitable Actions

No Director, officer, or employee of this Club shall take any action or shall fail to act to in such a manner as to result in a violation of law or the loss of status as a charitable organization under the current interpretation of Section 501(c)(3) of the Internal Revenue Code.

ARTICLE 22

Merger, Acquisition and Dissolution

- A. **Voting.** Acquisition of facilities and other real property shall be approved by an affirmative vote of at least 75% of the full Board of Directors. Mergers with other organizations shall be approved by an affirmative vote of at least 75% of the voting membership.
- B. **Dissolution.** Upon the dissolution or winding up the affairs of the Club, whether voluntary or involuntary, the assets of the Club, after all the debts have been satisfied, then remaining in the hands of the Board of Directors, shall be distributed, transferred, conveyed, delivered, and paid over in such amounts as the Board of Directors may determine or as may be determined by a Court of competent jurisdiction upon application of the Board of Directors, exclusively to a nonprofit fund, foundation or nonprofit organization which would then qualify under 501(c)(3) established for the purpose of developing soccer as the Executive Board recommends. The provisions of Section 501 (c)(3) of the Internal Revenue Code apply in its regulations as they now exist, or as they may hereafter be amended.

Adopted this this 20th day of April, 2015.

Secretary