

AUSTIN LAWN SPRINKLERS
ASSOCIATION



An association in behalf of better lawn sprinkler installations.

BY-LAWS
OF
AUSTIN LAWN SPRINKLER ASSOCIATION

ARTICLE I

Name

1.1 The name of this Corporation is AUSTIN LAWN SPRINKLER ASSOCIATION, a non-profit Corporation organized and existing under and by virtue of the laws of the State of Texas.

ARTICLE II

Principal Office

2.1 The principal office of the Corporation shall be located in or around Travis County, Texas. The Corporation may have such other offices within the State of Texas as the Officers of the Corporation may determine or as the affairs of the Corporation may require from time to time.

ARTICLE III

Registered Agent

3.1 The Corporation shall have and continuously maintain in the State of Texas a registered office, and a registered agent who shall be the

President as elected by the membership, as required by the Texas Non-Profit Corporation Act. The registered office shall be the business address of the President during his tenure.

ARTICLE IV

Fiscal Year

4.1 The fiscal year of the Corporation shall be the calendar year.

ARTICLE V

Purposes

5.1 The Corporation is organized exclusively for the purpose of promoting the common business interest of persons engaged in the turf irrigation industry in and around the City of Austin, Travis County Texas, including the establishment and enforcement of a code of ethics and governing the conduct of persons engaged in such industry, the establishment and enforcement of a code of ethics governing the conduct of persons engaged in such industry, the establishment and enforcement of standards of performance for persons engaged in such industry, the dissemination of information concerning new techniques and innovations to its members, and the education of the public about proper turf irrigation practices.

5.2 No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its Officers, members, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set for in this Article V.

5.3 No part of the activities of the Corporation shall be the carrying on of any regular trade or business of a kind ordinarily engaged in for profit.

5.4 Notwithstanding any other provision of these By-Laws to the contrary, the Corporation shall not engage in any activities not permitted

to be carried on by a Corporation exempt from Federal income tax under section 501 (c) (6) of the Internal Revenue code of 1954 or the corresponding provision of any future United States Internal Revenue Law.

5.5 Upon the dissolution of the Corporation, the Officers shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner or to such organization or organizations organized and operated exclusively for promoting the common business interests of persons engaged in the turf irrigation industry as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (6) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law, as the Officers shall determine. Any of such assets not so disposed of shall be disposed of by the District Court of the county in which the registered office of the Corporation is then located, exclusively for such purposes.

5.6 The Corporation is organized to service the public interests. Accordingly, it shall not be operated for the benefit of any private interest, such as contributors to or Officers of the Corporation or persons controlled directly or indirectly by such private interests.

ARTICLE VI

Members

6.1 The Corporation shall have one (1) class of members, who shall consist of such persons, firms and corporations engaged in the turf irrigation industry in and around Austin, Travis County, Texas, who have been elected to membership.

6.2 No person, firm or corporation may be admitted to membership Corporation unless: (1) such person, firm or corporation derives, directly or indirectly, a portion of his gross income from the installation of turf irrigation systems, maintains a place of business in or around Austin, Travis County, Texas; (2) such persons, firms or corporations expressly subscribe to and agrees to abide by the Code of Ethics promulgated by the Texas Turf Irrigation Association or such Code of Ethics as the membership of the

Corporation may from time to time by resolution adopt; (3) such persons, firms or corporations expressly subscribes to and agrees to abide by the standards of Professional conduct and Performance more specifically set out hereinbelow; (4) such persons, firms or corporations expressly subscribes to and agrees to be bound by all the provisions of these By-Laws, including the provisions relating to grievances and like complaints; (5) such persons, firms or corporations have consistently demonstrated a high level of professional competence and skill in the design and installation of turf irrigation systems; (6) such persons firms, or corporations, have a reputation in the community generally for integrity and honest dealings; (7) such persons, firms, or corporations pay the initial fee then applicable as prescribed by the By-Laws.

6.3 As a prerequisite to membership, each applicant shall pay an initiation fee, the amount of which may be determined from time to time by the Officers of the Corporation. Except for such initiation fee and for such additional special assessments as may be fixed to or levied by the Officers as hereinafter provided, such member shall be required to pay no other dues, fees or costs to the Corporation with the sole exception of annual dues as hereinafter provided.

6.4 Each member, beginning with the first calendar year following the calendar year of admission to membership, shall pay annual dues to the Corporation in an amount to be fixed from time to time by the membership. Such annual dues shall become due and payable on the 1st day of January of each calendar year and shall be the same for each member during any given calendar year. If a member owing such annual dues fails to pay the same by the 31st day of January of any such year, then such member shall be in default and his membership shall, ipso facto, terminate, expire and be of no further force or effect.

6.5 The Secretary of the Corporation shall prepare and maintain a Register of Membership in which the name and address of each member in good standing appears. Such Register shall be available to the inspection of each member in good standing during normal business hours.

6.6 Membership in the Corporation shall not be transferable.

6.7 The Corporation shall have the right to fix and levy special assessments against any member of the Corporation within the limitations

specified.

6.8 No member of the Corporation shall have any interest in the property of the Corporation.

6.9 No member of the Corporation shall be personally liable for the debts, liabilities or obligations of the Corporation.

6.10 Each member of the Corporation in good standing shall have the right to attend each regular and special meeting of the members.

6.11 Any firm or corporation, other than a natural person, admitted to the membership in the Corporation shall from time to time designate in writing delivered to the Secretary of the Corporation **one natural person** to represent the interests of such firm or corporation. Such duly accredited representative, subject to the direction and control of the firm or corporation he represents, shall be entitled to vote as though he personally were a member of the Corporation and shall otherwise be entitled, to all of the prerogatives of membership in the Corporation, all of which, however, shall inure to the benefit of the firm or corporation he represents. Any such representatives shall be qualified for election to any office in the Corporation.

6.12 A member of the Corporation in good standing shall be entitled to have and exercise all of the rights, privileges and prerogatives of membership, including but not limited to the right to advertise and represent that he is such a member and that he subscribes to and abides by the Corporation's Code of Ethics and Standards of Professional Conduct and Performance and the right, also to use and display any sign, drawing, symbol, or mark adopted as an emblem of the Corporation.

ARTICLE VII

Meetings of Members

7.1 An annual meeting of the members shall be held in or near Austin, Travis County, Texas during the month of February of each calendar year, at a place, date and time to be determined by the President. Such annual meeting shall be held for the purpose of electing the officers of the Corporation to serve until the next succeeding annual meeting of the members and for the purpose of soliciting the advice and opinion of the members upon any matter which the

officers may at their discretion desire to submit to the members.

7.2 Special meeting of the members may be called by the President or not less than one third of the members.

7.3 The President may designate any place in or near Austin, Travis County, Texas, as the place of meeting for any annual meeting or for any special meeting called by the membership. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Texas; but if all of the members shall meet at any time and place either within or without the State of Texas, and consent to the holding of a meeting, such meeting shall be valid without call or notice.

7.4 Written or printed notice stating the place, day, and hour of any meeting of members shall be delivered, either personally or by mail, to each member not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the united states Mail addressed to the member at his address as it appears on the records of the Corporation, with postage thereon prepaid.

7.5 Any action required by law to be taken at a meeting of the members, or any action may be at a meeting of members, may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

7.6 A majority of the members of the Corporation in good standing shall constitute a quorum at any such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

7.7 Each member shall be entitled to one vote upon any matter lawfully submitted to the members at any such meeting.

7.8 The act of a majority of members present at a meeting at which a quorum is present shall be the act of the members, unless the act of a greater number is required by law or by the By-Laws.

7.9 At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

7.10 Where Officers are to be elected by members, such election may be conducted by mail in such manner as the President shall determine.

7.11 At any election for Officers of the Corporation, each and every member entitled to vote may cumulate his vote by giving one candidate as many votes as the number of such Officers multiplied by his vote shall equal, or by distributing such votes on the same principle among any number of such candidates. Any member who intends to cumulate his votes shall give written notice of such intention to the secretary of the corporation on or before the day preceding the election at which such member intends to cumulate his votes.

ARTICLE VIII

Officers

8.1 The affairs of the Corporation shall be managed by the President.

8.2 The Officers of the Corporation shall consist of a President, one or more Vice Presidents (the number thereof to be determined by the membership), a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. Any two or more offices may be held by the same person, except the offices of President and Secretary. Membership in the Corporation shall not be a prerequisite for holding any such office, with the exception of the offices of President of the Corporation and Senior Vice President of the Corporation, each of which shall be held by persons who are members of the Corporation.

8.3 The Officers of the Corporation shall be elected annually by the membership at the regular annual meeting in February. If the election of

officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the membership. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

8.4 Any officer elected or appointed may be removed by the membership whenever in their judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract right, if any, of the officer so removed.

8.5 A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by a called meeting of the membership to elect a successor for the unexpired portion of the term.

8.6 The President shall be the principal executive Officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He shall preside at all meetings of the members and shall be a member of the Corporation . He may sign, with the Secretary or any other proper officer of the Corporation authorized by the membership, any deeds, mortgages, bonds, contracts, or other instruments which the membership has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated these By-Laws or by statute to some other officer or agent of the Corporation; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the membership from time to time.

8.7 In the absence of the President or in event of his inability or refusal to act, the Senior vice President shall perform the duties of the President, and when acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the membership.

8.8 If required by the membership, the Treasurer shall give a bond for the faithful discharge of his duties in each sum and with such sureties as the membership shall determine, He shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the

membership; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the membership.

8.9 The Secretary shall keep the minutes of the meetings of the membership in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each members which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to them by the President or by the membership.

ARTICLE IX

Committees

9.1 The President, by resolution adopted by a majority of the membership may designate and appoint one or more committees, each of which shall consist of two or more persons, which committees, to the extent provided in said resolution, shall have and exercise the authority of the membership in the management of the Corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the President, or any individual Officer, of any responsibility imposed on him by law.

9.2 A committee duly designated may perform the functions of any Officer, and the functions of any two or more Officers may be performed by a single committee, including the functions of both President and Secretary.

9.3 Other committees not having and exercising the authority of the membership in the management of the Corporation may be appointed in such a manner as may be designated by a resolution adopted by a majority of the Officers present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, **members of each such committee shall not be required to be members**, and the President of the Corporation shall appoint the members thereof. Any member thereof may be removed by the

person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

9.4 Each member of a committee shall continue as such until the next annual meeting of the membership and until his successor is appointed and qualified, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

9.5 One member of each committee shall be appointed chairman by the persons or persons authorized to appoint the members thereof.

9.6 Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

9.7 Unless otherwise provided in the resolution of the authority designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

9.8 Each committee may adopt rules for its own government not inconsistent with these by-Laws or with rules adopted by the membership.

ARTICLE X

Code of Ethics

10.1 The Code of Ethics of the Corporation shall be the same as the code of Ethics promulgated by the Texas Turf Irrigation Association as the same may be modified from time to time or such code of Ethics as the membership may from time to time adopt.

10.2 Each member of the Corporation shall subscribe to and shall at all times adhere to such Code of Ethics and shall be bound thereby in all dealings with other members of the Corporation and with their customers and the public generally.

10.3 The establishment of a Code of Ethics of governing the conduct

of those engaged in the turf irrigation industry in and around Austin, Travis County, Texas, is one of the primary purposes of the Corporation was created to serve; and any breach of such Code by any member shall not be treated lightly.

10.4 Each member shall adhere to the Texas Irrigator's Act and the Rules adopted in conjunction with that Act.

ARTICLE XI

Standards of Professional Conduct and Performance

11.1 For the protection of the public and turf irrigation industry, the following minimum standards of professional conduct and performance shall be observed by each and every member of the Corporation.

11.1.1 Each member of this Corporation shall install only such irrigation equipment as may be agreed upon by the member and his customer; and no substitute therefore shall be permitted unless the equipment originally agreed upon is unobtainable within a reasonable period of time and unless the customer consents to such substitute after a full, complete and honest explanation of all factors involved.

11.1.2 Each member of this Corporation shall perform each and every contract made with the consuming public in accordance with the terms thereof.

11.1.3 Each member of this Corporation is encouraged to enter into written contracts with his customers and encouraged to avoid oral agreements with his customers, both for the member's protection as well as for the protection of his customers.

11.1.4 Each member of this Corporation shall be neat and clean in appearance when dealing with the public, as shall the employee's agents and other representatives of each such member.

11.1.5 Each member of this Corporation shall warranty the workmanship and parts of each installation of an irrigation system made by him not less than one calendar year from and after the completion thereof, such warranty to extend to and include the uniform distribution of water

throughout the area the system was designed to serve.

11.1.6 Each member of this Corporation shall furnish able, competent, skillful and trained personnel to install and service irrigation systems sold by such member.

11.1.7 Each member of this Corporation shall respond promptly to any complaint made by any customer and shall promptly correct any defect covered by his warranty.

11.1.8 All work done by a member of this Corporation shall be performed in good and workmanlike manner. Unless promptly corrected, any one of the following shall be prima facie evidence of poor workmanship: (1) any turf irrigation system that is improperly staked; (2) any heads within any such system that are not uniformly offsetting; (3) any chipped or otherwise damaged walks, drives or other paved areas; (4) any edging that is pulled up; (5) any destroyed or otherwise damaged shrub, flowers, trees or other plants; (6) any underground lines that are cut or otherwise damaged; (7) any ditch lines that are improperly back filled; (8) any site left unkempt or unclean after the completion of an installation.

11.1.9 Each member of this corporation shall, at all times deal fairly, openly, candidly and honestly with his customers.

11.2 Each member of this Corporation shall expressly subscribe to and shall adhere to the foregoing Standards of Professional Conduct and Performance.

ARTICLE XII

Special Assessments

12.1 The Officers may, from time to time, fix or levy against any member of this Corporation a special assessment or assessments when additional revenues are reasonably required for the operation of the Corporation; but no member shall under any circumstances be required to pay, by way of any such special assessment or assessments, in excess of the sum of Three Hundred Dollars (\$300.00) during any calendar year, in addition to any initiation fees or annual dues.

12.2 If any member fails to pay any part of any lawful special assessment within thirty (30) days after notice thereof is given to such member, his membership shall, ipso facto, terminate and be of no further force or effect.

ARTICLE XIII

Grievances

13.1 Any member of this Corporation and any customer of any member of this Corporation may lodge a grievance against a member of this Corporation alleging that such member has violated the Code of Ethics of this Corporation or the Standards of Professional Conduct and Performance of this Corporation.

13.2 Each such grievance shall be in writing, shall consist of a plain and simple statement of the facts relied upon sufficient to give fair notice of the offense charged to the member affected, shall be sworn to and subscribed by the complaining party, and shall be delivered or mailed to the secretary of the corporation.

13.3 Promptly after receipt of such grievance, the Secretary shall send a copy of the grievance to the member against whom the grievance has been lodged and shall send a copy of the grievance to the Chairman of the Grievance Committee, if any, or, if no Grievance Committee shall have been appointed, to the President.

13.4 The Chairman of the Grievance Committee, if any, or, if no Grievance Committee shall have been appointed, the President shall designate a time, date and place within Travis County, Texas, for such grievance to be heard, which hearing shall not occur earlier than ten (10) days after notice thereof has been given to the member against whom such grievance has been lodged. The secretary shall notify all interested parties of the time, date and place of such hearing, including the complaining party, the member against whom the grievance has been lodged and the members of the Grievance committee or the officers of the corporation, as the case may be.

13.5 Both the complaining party and member against whom the

grievance has been lodged shall have the right to be represented by counsel at any such hearing, shall have the right to testify, and shall have the right to cross-examine all witnesses. The technical rules of evidence, however shall not apply at any such hearing, except that hearsay shall not be admissible unless supported by the affidavit of the utterer of such testimony.

13.6 If such hearing is held before the Grievance Committee, the Committee shall cause a brief synopsis of the relevant testimony to be prepared and shall specify its finding and conclusions in writing and shall furnish a copy of all such instruments to the complaining party, to the member against whom the grievance was lodged and to the President. The decision of a majority of the members of the Grievance Committee present at such hearing shall be conclusive and binding upon all interested parties unless the decision is appealed to the President within thirty (30) days after the rendition thereof. (The date of rendition of a decision in any grievance proceeding shall be the date on which notice of the written findings and conclusion of a majority of the judges presiding at the hearing is given to the complaining party and to the member against whom the grievance was lodged.).

13.7 Either the complaining party or the member against whom the grievance was lodged may appeal to the President from an adverse decision of the Grievance Committee by timely delivering or mailing a written request to the secretary of the Corporation, addressed to the President, requesting further consideration of such decision.

13.8 Upon appeal to the President, the parties shall have the right to appear in person and by counsel and shall have the right to present argument to the Officers of the Corporation concerning the merits of the decision made by the Committee; but the parties shall not have the right to offer additional testimony or proof.

13.9 Upon appeal, the Officers may modify or revoke the decision of the Grievance committee, or any part thereof; or the Officers may remand the matter to the Grievance Committee for a new or further hearing. A decision by a majority of the Officers of the Corporation present on such occasion shall be conclusive and binding upon all parties.

13.10 The Grievance Committee may grant any party a new hearing

at any time prior to the perfection of an appeal to the President but shall not grant a new hearing to any party after the expiration of sixty (60) days after the rendition of its decision in any event.

13.11 If a Grievance Committee shall not have been appointed, all grievances shall be heard originally by the Officers of the Corporation, which shall make its finding and conclusions in writing and shall furnish a copy thereof to all interested parties. A decision by a majority of the Officers of the Corporation shall be conclusive and binding upon all parties unless a new hearing is granted by the Officers within sixty (60) days after the rendition of such decision.

13.12 Unless exonerated, the member found guilty of a violation in a grievance hearing may suffer one or more of the following:

13.12.1 The rights and privileges of membership of such member may be suspended for any term not exceeding one calendar year;

13.12.2 Such member may be directed to cure or correct any defect or deficiency complained of within a specified period of time;

13.12.3 Such member may be directed to refund part of all of any sum paid by an aggrieved customer or to reduce the price of his services to such a customer;

13.12.4 Such member may be censured;

13.12.5 Such member may be otherwise directed to perform such act or acts as may be necessary to do substantial justice to an aggrieved party; and/or

13.12.6 Such member may be expelled from membership in the Corporation.

13.13 Each member of this Corporation shall submit to any and all proceedings conducted pursuant to the provisions of this Article and shall obey and otherwise comply with or abide by any final decision in any grievance matter affecting such member.

13.14 In the event that any member of this Corporation declines to submit to any proceedings conducted in accordance with the provisions of the Article or fails or refuses to obey or otherwise comply with or abide by any final decision in any grievance matter affecting such member, such member, after notice and hearing in the same manner as any other grievance, shall be expelled from membership in the Corporation, if in the opinion of the Grievance Committee or the Officers of the Corporation the offense charged against such member was properly the subject of a grievance within the purview of this Article.

13.15 No interested party shall participate in any grievance hearing either as a member of the Grievance Committee or as a member of the Officers of the Corporation.

13.16 In all grievance hearings the burden of proof shall be upon the complaining party, and all finds of fact shall be supported by the greater weight of the credible evidence.

13.17 Except as otherwise expressly provided herein to the contrary, the judges, in making any decision in any grievance hearing or appeal, shall be governed by the customs and usages of the turf irrigation industry in and around Austin, Travis county, Texas. The judges also, if they so desire, may consult counsel for the Corporation to obtain an explanation of any substantive law which may be pertinent to the matter.

13.18 All costs of the grievance hearings and appeals (including the fees and expenses of any experts which may be employed to assist the judges) shall be apportioned and paid as may be directed by the Grievance Committee.

ARTICLE XIV

Expulsion

14.1 In addition to expulsion for failure to pay any fees, dues or assessments when due and in addition to expulsion as a consequence of a grievance proceeding, any member of this Corporation may be expelled by the Officers of the Corporation for any other good cause shown, after due notice and hearing.

14.2 The term "other good cause shown" is hereby defined to mean any act or omission on the part of a member of this Corporation which either (1) tends to discredit the turf irrigation industry in the eyes of the public, or (2) weakens the effectiveness of this Corporation as an arbiter of professional ethics and professional standards within the industry, or (3) unfairly causes injury to the reputation of another member of this Corporation.

14.3 In addition to all of the foregoing grounds, any member of this Corporation may be expelled by the Officers of the Corporation, after due notice and hearing, if it is shown that such member would not qualify for admission to membership if such member were then to submit an application therefore.

14.4 Any member of the Corporation may lodge a complaint for expulsion under the terms of this Article against any other member by mailing or delivering to the Secretary of the Corporation a plain and simple written statement of the facts relied upon sufficient to give fair notice of the offense charged to the member affected, such written statement to be sworn to and subscribed by the complaining member.

14.5 Promptly after receipt of such complaint, the Secretary shall send a copy of the complaint to the members against whom the complaint has been lodged and shall send a copy of the complaint to the President.

14.6 The President shall designate a time, date and place within Travis County, Texas, for such complaint to be heard, which hearing shall not occur earlier than ten (10) days after notice thereof has been give to the member against whom complaint has been lodged. The Secretary shall notify all interested parties of the time, date and place of such hearing, including the complaining party, the member against whom the complaint has been lodged and the officers of the corporation.

14.7 Both the complaining party and the member against whom the complaint has been lodged shall have the right to be represented by counsel at any such hearing, shall have the right to testify and shall have the right to cross-examine all witnesses. The technical rules of evidence, however, shall not apply at any such hearing, except that hearsay shall not be admissible unless supported by the affidavit of the utterer of such testimony.

14.8 After such hearing, the Officers of the Corporation shall make its finding and conclusions in writing and shall furnish a copy thereof to all interested parties. A decision by a majority of the members of the officers of the corporation present at such hearing shall be conclusive and binding upon all parties unless a new hearing is granted by the officers of the corporation within sixty (60) days after the rendition of such decision.

14.9 Unless exonerated, a member found guilty of a violation in an expulsion hearing may suffer one or more of the following:

14.9.1 The rights and privileges or membership of such member may be suspended for any term not exceeding one calendar year;

14.9.2 Such member may be directed to cure or correct any defect or deficiency complained of within a specified period of time;

14.9.3 Such member may be censured;

14.9.4 Such member may be otherwise directed to perform such act or acts as may be necessary to do substantial justice to an aggrieved party; and/or

14.9.5 Such member may be expelled from membership in the Corporation.

14.10 Each member of this Corporation shall submit to any and all proceedings conducted pursuant to the provisions of the Article and shall obey and otherwise comply with or abide by any final decision made in consequence thereof.

14.11 In the event that any member of this Corporation declines to submit to any proceeding conducted in accordance with the provisions of this Article or fails or refuses to obey or otherwise comply with or abide by any final decision in any such matter affecting such member, such member without further notice or hearing, shall be expelled from membership in the Corporation.

14.12 No interested party shall participate in any expulsion hearing as an Officer of the Corporation.

14.13 In all expulsion hearings the burden of proof shall be upon the complaining party, and all findings of fact shall be supported by the greater weight of the credible evidence.

14.14 Except as otherwise expressly provided herein to the contrary, the judges, in making any decision in any expulsion hearing, shall be governed by the customs and usages of the turf irrigation industry in and around Austin, Travis County, Texas. The judges also, if they so desire, may consult counsel for the Corporation to obtain an explanation of any substantive law which may be pertinent to the matter.

14.15 All costs of expulsion hearings (including the fees and expenses of any experts which may be employed to assist the judges) shall be apportioned and paid as may be directed by the Officers of the Corporation.

14.16 Any member may, if he so desires, lodge a complaint for expulsion against another member in the same manner and in accordance with the procedures herein contained for processing and hearing grievances.

14.17 Any member who's membership has been terminated, whether under the provisions of the Article or otherwise, shall thereupon cease to have and exercise any of the rights, privileges and prerogatives of membership in the Corporation. Among other things, a member whose membership has been terminated for any reason shall not have any right to vote on any corporate matter, shall not have the right to attend any corporate meeting, shall not be entitled to receive or demand any corporate notice, shall not have the right to lodge any complaint or grievance against any other member (except as a customer of such member) shall not have the right to advertise or represent that he is a member of the corporation, shall not have the right to use or display any decal, sign, drawing, mark, symbol, or other emblem suggesting or tending to suggest that he is a member of the Corporation, and shall not have or exercise any other right, privileges or prerogatives of membership. Each member, as a condition precedent to admission to membership, agrees that it is impossible to measure in money the damages which will accrue to the Corporation and/or the members of the Corporation in the event that a member whose membership has been terminated thereafter exercises or attempts to exercise any of the rights, privileges or prerogatives of membership; and therefore, if the Corporation or any member of the Corporation in good standing shall institute any action or proceeding against

a former member from having, exercising or attempting to exercise any of the rights, privileges or prerogatives of membership, any person against whom such action or proceeding is brought, thereby waives the claim or defense therein that the Corporation and/or any member of the Corporation in good standing has or have an adequate remedy at law, and such person shall not urge, in any action or proceeding, the claim or defense such remedy at law exists, it being the express purpose of this provision to grant to the Corporation and/or any member thereof in good standing the right to enforce the obligations hereunder in a court of equity by a restraining order and/or a writ of injunction.

ARTICLE XV

Reinstatement

15.1 Any member whose membership has been terminated for any reason, voluntarily or involuntarily, may be reinstated to membership under such terms and conditions as the membership may prescribe.

15.2 No member, however, whose membership has been terminated for any reason shall be reinstated to membership until such time as such member has paid all dues, fees and assessments that such member would have been required to pay if his membership had not been terminated.

ARTICLE XVI

Notices

16.1 Any notice, request, instruction or other communication by the By-Laws provided or permitted to be given must be given in writing and may be given or served by depositing same in the United States Mail, in certified or registered form postage prepaid, addressed to the party or parties to be notified, at the most current address of any such party according to the books of the Corporation, or be delivered the same in person to such party or parties. Notice deposited in the United States Mail in the manner herein prescribed shall be effective upon deposit. Notice given in any other manner shall be effective only if and when received by the party or parties to be notified.

ARTICLE XVII

Contracts, Checks, Deposits and Funds

17.1 The membership may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

17.2 All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner **as shall from time to time be determined by resolution of the Officers of the Corporation. In the absence of such determination by the Officers of the Corporation, such instruments shall be signed by the Treasurer and countersigned by the President or a Vice President of the Corporation.**

17.3 All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Officers of the Corporation may select.

17.4 The Officers of the Corporation may accept on behalf of the Corporation any contribution, gift, bequest devise for the general purposed or for any special purpose of the Corporation.

ARTICLE XVIII

Books and Records

18.1 The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its membership and committees having any of the authority of the Officers of the Corporation, and shall keep at the registered or principal office a record giving the names and addresses of the membership. All books and records of the Corporation may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE XIX

Seal

19.1 The Officers of the Corporation shall provide a corporate seal, which shall be in such form as the Officers may direct and shall have inscribed thereon the name of the Corporation.

ARTICLE XX

Logos

20.1 The Officers of the Corporation shall cause to be prepared one or more marks, drawings, signs, or symbols and shall adopt one or more of them as an emblem of the Corporation. Any such emblem may be used and displayed by the Corporation and any member in good standing but not otherwise.

ARTICLE XXI

Waiver of Notice

21.1 Whenever any notice is required to be given under the provisions of the Non-Profit Corporation Act or under the provision of the Texas Non-Profit Corporation Act or under the By-Laws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XXII

Amendments to By-Laws

22.1 These By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by **a majority of the Officers** present at any regular meeting or at any special meeting, if at least two days written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.