

TEXAS LEGO® USERS GROUP – SAN ANTONIO (TexLUG-SA)

BY-LAWS

PURPOSE

TexLUG-SA's purpose, vision and mission shall be as follows:

- a) To encourage friendship, fellowship, and communication among those who love LEGO®.
- b) To promote the hobby of LEGO® to the public, through showcasing & outreach activities.
- c) To share enjoyment of LEGO® among our Membership in all facets, including but not limited to building official sets, building MOCs, collecting, artistic expression, designing, robotics, photography, videography, sorting, and anything else that would drive someone to seek membership.

DIVERSITY, EQUITY, INCLUSION STATEMENT

TexLUG-SA is welcoming and inclusive to everyone, and in no way discriminating against, denying membership to, or excluding from participation any person for reasons of race, ethnicity, age (except as described in Article 2 Sec. 2 for Members), physical ability, sex, gender, gender identity, sexual orientation, political affiliation, familial status, religion, or national origin.

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ARTICLE 1

GENERAL

Section 1. Name. The name of the club is “TEXAS LEGO® USERS GROUP-SAN ANTONIO”, or “TexLUG-SA” for short. The club will be referred to as “TexLUG-SA” throughout this document.

Section 2. Fiscal Year. The fiscal year of the TexLUG-SA shall begin on October 1 and end on September 30 the following calendar year.

ARTICLE 2

MEMBERS

Section 1. Membership. Membership consists of those persons who: (1) are a member of the online membership group (defined as being included in the official Google Group - texlugsa@googlegroups.com); (2) have at least two TexLUG-SA events or a combination of 2 Community Meetings, official displays events, or Texas Authorized Networking Event (ANE) in the current or previous fiscal year that meet any of the following criteria:

- a. Attendance at a Monthly Community Meeting
- b. Publicly representing TexLUG-SA while in attendance at Display Events
- c. Contribution of a MOC, including collaborative builds, to a TexLUG-SA event without being in attendance

Section 2: Age of Members. All Club members must be at least eighteen (18) years old and anyone under 18 years old must have a parent/guardian present and the parent/guardian will act on behalf of the minor as an Acting Member.

Section 3. Membership Benefits. Member benefits include, but are not limited to:

- a. Participation in TexLUG-SA meetings and events
- b. Participation in any online TexLUG-SA communities
- c. Self-nominate to serve as a member of the Board of Directors
- d. Opportunities for additional benefits extended to TexLUG-SA by The LEGO® Group (TLG)

Section 4. Member Dues. Currently No Member Dues.

Section 5. Communications and Online TexLUG-SA Communities. The TexLUG-SA conducts business and engages in social activities electronically. Each member must have a valid email address. All TexLUG-SA communications and notice of upcoming meetings

and events shall be sent to members via the email address they provide. The TexLUG-SA Discord server shall also contain upcoming event listings and serve as an online forum for discussion amongst members. If members wish to participate in the member-only channels within the TexLUG-SA Discord Server, they must include the name that is associated with their email address in their profile display name (i.e First Name, Last Initial).

ARTICLE 3

BOARD OF DIRECTORS

Section 1. Eligibility. To be eligible to serve on the Board of Directors (Board), the individual must have been a member for 365 days prior to the service.

Section 2. Number of Directors. The Board shall consist of four elected Directors and the appointed LEGO® Ambassador; they can serve a two-year term and be 're-elected' in perpetuity.

Section 3. Term. Directors shall serve staggered two-year terms with approximately one-half of the Directors coming up for election each year.

Section 4. Election and Election Committee. The election of Directors will be held electronically and in person at each Annual Meeting, and all TexLUG-SA members shall be given the opportunity to self-nominate and vote. The Election Committee shall consist of one Director who is not at the end of their term, and at least two off-board members. The Election Committee shall manage the collection of self-nominations of candidates, the electronic voting form, and the in-person voting forms. The Election Committee shall tabulate results and communicate them to TexLUG-SA membership.

Section 5. Resignation. Any Director may resign at any time by delivering written notice of such resignation to the Board of TexLUG-SA. Resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

Section 6. Removal. Any Director may at any time be removed, with cause, by a majority vote of 50 percent plus one of the members.

Section 7. Vacancies. Any vacancy on the Board resulting from the death, resignation, removal, or disqualification of a Director may be filled until the next Annual Meeting by a majority vote of the Board.

Section 8. Quorum. The presence of a simple majority (typically three) of the elected Directors constitutes a Quorum for the purposes of Board meetings and any actions which

require a Board vote. If fewer than a Quorum is present at any meeting, a majority of those present may adjourn the meeting without further notice.

Section 9. Compensation. Directors shall not be paid any compensation for attendance at any meeting or event.

Section 10. The LEGO® Community Ambassador is appointed by the community to represent the community and its members actively on the designated LEGO® network. Consistency and experience of the Member appointed to the position are valued highly within the LEGO® network. The role does not have a prescribed term length, and longevity in the position is encouraged. The LEGO® Community Ambassador represents their individual Adult Fan of LEGO (AFOL) Community and does not represent The LEGO® Group. Each AFOL Community is responsible for determining who their Community Ambassador will be and establish their own roles and responsibilities.

Section 11. Treasurer. The Treasurer is an appointed position from within the elected Board members. The Treasurer is responsible for the accounting of all funds received by TexLUG-SA, and shall maintain transparency to Members through a quarterly report of financial activities.

Section 12. Officers. The Board may name Officers of the TexLUG-SA from amongst the elected Directors.

ARTICLE 4

MEETINGS

Section 1. Scheduling. Meetings of the Members shall be held as determined by the Members, as any Member can schedule a meeting for any reason and have it placed on the TexLUG-SA Online Calendar managed at least by the Community Ambassador. Date, time, and location of at least one Community Meeting per month will be provided to members at least two weeks prior to the meeting with a minimum of 8 monthly meetings per year including the Annual Meeting (see Section 2). Additional meetings and events may occur throughout the year with less than two weeks' notice.

Section 2. Annual Meeting. The Annual Meeting shall be held in September of each year, the exact date to be determined by the Board. Notice of the Annual Meeting location and time shall be provided to the members at least two weeks in advance of the meeting. The Annual Meeting shall:

- a) Elect the Board Directors
- b) Approve the budget

c) Transact such other business that comes before it

Section 3. Attendance. Any meeting or display event of the members is counted officially for attendance reporting to The LEGO® Group. If a Director cannot be present to collect attendance, the Board shall appoint a TexLUG-SA member.

Section 4. Quorum. Except as otherwise provided in these By-Laws, a quorum for the transaction of business at any Community Meeting of the members shall consist of twenty-five percent (25%) of the total current membership. For votes regarding the removal of a Director (as specified in Article 3, Section 6), a valid vote strictly requires participation and ballot return from fifty percent plus one (50% + 1) of the total current membership.

Section 5: Video, Telephone or Online Meetings. Members may participate in a meeting by means of an in-person, video, telephone, or online conference by which all persons participating in the meeting can communicate with each other at the same time.

ARTICLE 5

CONTRACTS, FUNDS, AND GIFTS

Section 1. Contracts. Unless so authorized by the Board of Directors, no committee member, agent, or any other person shall have any authority to bind TexLUG-SA by any contract or engagement, or to pledge its credit, or render it liable pecuniarily for any purpose or for any amount.

Section 2. Checks, Drafts, and Orders for the Payment of Money. All checks, drafts, or orders for the payment of money, notes or other evidence of indebtedness issued in the name of TexLUG-SA, shall be signed by such agent(s) of TexLUG-SA, and in such manner as shall be determined by resolution of the Board.

Section 3. Deposits. All funds of TexLUG-SA shall be deposited to the credit of the TexLUG-SA in such banks, trust companies or other depositories as the Board may select.

Section 4. Gifts. The Board may accept on behalf of TexLUG-SA any contribution or gift for one or more of the purposes of TexLUG-SA. If the gift has certain restrictions or specifications regarding its use, TexLUG-SA shall exercise its best efforts to honor such restrictions or specifications. The Board of Directors reserves the right to reject any gift made to TexLUG-SA.

ARTICLE 6

MISCELLANEOUS

Section 1. Amendments These bylaws may be amended by a two-thirds majority vote of at least 25% of Members.

Section 2. Records. TexLUG-SA shall store attendance records, meeting minutes, and any other materials as stipulated by The LEGO® Group for reporting purposes.

Section 3. Dissolution. TexLUG-SA may be dissolved by a two-thirds majority vote of at least 25% of Members. Upon the dissolution of TexLUG-SA, any assets identified and documented that were purchased by TexLUG-SA will be divided amongst Members.

Section 4. Compliance with Trademark and Intellectual Property Laws. TexLUG-SA shall fully comply with The LEGO® Group's trademark and intellectual property guidelines. The TexLUG-SA name, logo, and any promotional materials must be designed to avoid confusion with official LEGO® branding and must never imply official endorsement or ownership by The LEGO® Group.

The foregoing Initial Bylaws are hereby approved and adopted by the Members of TexLUG-SA effective this 10th day of June 2026.