

# **FIRST AMENDED AND RESTATED BYLAWS OF THE SAMMAMISH ROWING ASSOCIATION**

## **ARTICLE 1** **General Provisions**

**Section 1.1 Name** – The name of the corporation shall be the Sammamish Rowing Association (SRA).

**Section 1.2 Purposes** – The purpose of SRA is to promote and develop recreational and competitive rowing opportunities for all youth and adults.

**Section 1.2.1** This corporation is organized exclusively for charitable and educational purposes with the meaning of Section 501(c)(3) of the Internal Revenue Code.

**Section 1.2.2** No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the IRS Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

**Section 1.3 Location** – SRA’s principal place of business shall be 5022 W. Lake Sammamish Pkwy, Redmond, WA 98052. The Board of Directors for SRA (the “Board”) may establish other offices and places of business of the corporation in Washington or elsewhere as it deems necessary or appropriate.

**Section 1.4 Fiscal Year** – Except as determined otherwise by the Board, the fiscal year of the corporation shall end on the last day of December of each calendar year.

**Section 1.5 Duration** – The corporation shall have perpetual existence.

**Section 1.6 Annual Budget** – The corporation shall be operated in accordance with a budget approved by the Board on an annual basis.

## **ARTICLE II** **Members**

**Section 2.1 Members** – The corporation shall have a single class of members. Membership in SRA shall be open to all individuals without discrimination on the basis of age, race, creed, color, gender, sexual orientation or disability. A member of SRA shall be defined as anyone 18 years or older who either (i) is enrolled in a class at SRA, or during an off-season was enrolled in a class at SRA during the immediately-preceding rowing season, (ii) has a child who is enrolled in a class at SRA, or during an off-season has a child who was enrolled in a class at SRA during the immediately-preceding rowing season, has not graduated from high school, and plans to re-enroll in a class at SRA during the immediately-following rowing season, (iii) has paid membership dues and has completed the sculling checkout needed to use SRA equipment independently, or (iv) has paid for boat storage at SRA; provided that (a) any person who fits more than one of the categories described in subparts (i) through (iv) of this Section 2.1 shall only constitute one (1) member, and (b) the parents of junior rowers who are members solely pursuant to subpart (ii) of this Section 2.1 shall only constitute one (1) member.

**Section 2.2 Dues and Fees** – Dues and Fees will be determined by the Director and approved by the Board. Failure to pay dues or fees within 45 days of the due date will result in suspension of SRA membership and privileges. The Board shall be authorized to waive such suspension or make special arrangements on a case by case basis in consideration of financial or other special needs. Any member may resign, without refund or other recourse, at any time by written notice to the Secretary of the corporation.

**Section 2.3 Meetings of Members** – An annual meeting of the members of the corporation shall be held within the first two months of each fiscal year or at such other time as the Board may determine. Special meetings of the members may be called at any time by the President, or by the Board, or upon the written request of five percent or more members. Notice of the annual meeting and any

special meeting setting forth the date, time and place of such meeting shall be given to all members not less than seven days prior to the date thereof by mail, e-mail, website posting or such other reasonable means as the Board may determine. Such notice, in the case of any special meeting, shall contain a description of the business to be transacted at the meeting.

**Section 2.4 Action at Meetings** – At all meetings of the members, the votes of members may be cast either in person or by written proxy dated not more than six weeks before the meeting named therein. Five percent of the members of SRA, including those represented by proxy, shall constitute a quorum, but a lesser number may without further notice adjourn the meeting to any other time. At any meeting of the members at which a quorum is present, the vote of a majority of the members present or represented by proxy shall decide any matter unless a different vote is specified by law or these Bylaws.

### **ARTICLE III** **Directors**

**Section 3.1 Powers** – The affairs, business and property of the corporation shall be managed by a Board of Directors, which shall consist of such number of persons, but not less than three (3), as the Board may determine from time to time, who may exercise all the powers of the corporation that are not expressly reserved to the members by law or these Bylaws. Directors shall serve terms of three (3) years, and such terms shall be staggered so that not less than one-third of the Directors stand for election at every annual meeting.

**Section 3.2 Election** – SRA members shall elect Directors at the annual meeting. Any vacancy in the Board may be filled by a majority vote of the remaining Directors at any meeting of the Board. The person filling such vacancy shall serve for the balance of the term of the Director whose office is being filled.

**Section 3.3 Resignation and Removal** – Any Director may resign by delivering his or her written resignation to the corporation at its principal office or to the President or Secretary. Any Director may be removed from office by the affirmative vote of the members at any annual or special meeting.

**Section 3.4 Regular Meetings** – By resolution, the Board may specify the time and place either within or without the State of

Washington for holding regular meetings thereof without notice other than such resolution.

**Section 3.5 Special Meetings** – Special meetings of the Board may be called by or at the request of the President, the Secretary or, in the case of special Board meetings, any Director. The person or persons authorized to call special meetings may fix any place either within or without the State of Washington as the place for holding any special Board meeting called by them.

**Section 3.6 Meetings by Telephone** – Members of the Board may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

**Section 3.7 Notice of Special Meetings** – Notice of a special Board meeting stating the place, day and hour of the meeting shall be given to a Director in writing or orally by telephone or in person. Neither the business to be transacted at, nor the purpose of, any special meeting need be specified in the notice of such meeting.

**Section 3.7.1 Personal Delivery** If notice is given by personal delivery, the notice shall be effective if delivered to a Director at least two days before the meeting.

**Section 3.7.2 Delivery by E-Mail or Mail** If notice is delivered by e-mail or mail, the notice shall be deemed effective if (i) sent to the Director's then-current e-mail address shown on the records of the corporation at least two days before the meeting, or (ii) deposited in the official government mail properly addressed to a Director at his or her address shown on the records of the corporation with postage prepaid at least five days before the meeting.

**Section 3.7.3 Oral Notice** If notice is delivered orally, by telephone or in person, the notice shall be deemed effective if personally given to the Director at least two days before the meeting.

### **Section 3.8 Waiver of Notice**

**Section 3.8.1 In Writing** Whenever any notice is required to be given to any Director under the provisions of these Bylaws, the Articles of Incorporation or the Washington Nonprofit

Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the waiver of notice of such meeting.

**Section 3.8.2 By Attendance** The attendance of a Director at a Board meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the purpose, expressed in writing to the chair of the meeting at or prior to commencement of the meeting, of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**Section 3.9 Quorum** – A majority of the number of Directors fixed by or in the manner provided in these Bylaws shall constitute a quorum for the transaction of business at any Board meeting, but, if less than a majority are present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

**Section 3.10 Manner of Acting** – Except as may be otherwise provided in the Washington Nonprofit Corporation Act, the act of the majority of the Directors present at a Board meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by these Bylaws, the Articles of Incorporation or the Washington Nonprofit Corporation Act.

**Section 3.11 Presumption of Assent** – A Director of the corporation present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting, or unless such Director files a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or forwards such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. A Director who voted in favor of such action may not dissent.

**Section 3.12 Action by Board Without a Meeting** – Any action which could be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action so taken is signed by each of the Directors, or if each of the directors votes on the action electronically in accordance with Washington law. Any such

written consent or record of electronic vote shall be inserted in the minute book as if it were the minutes of a Board.

**ARTICLE IV**  
**Officers**

**Section 4.1 Number** - The Board of Directors shall elect at the first Board meeting following the annual meeting a President, one or more Vice-Presidents, a Secretary, a Treasurer and a Staff Liaison. Any two or more offices may be held by the same person except the office of President and Secretary. Each officer shall hold office until the next annual meeting and until his/her successor shall have been elected and qualified unless he/she resigns or is removed.

**Section 4.2 President** - The President shall, subject to the direction and control of the Board, be the principal executive officer of the corporation and preside when present at the annual meeting of the members and Board meetings. The President shall sign deeds, leases, mortgages, contracts or any other instrument that the Board authorizes to be signed and have such other powers and duties as the Board shall designate. The President shall approve the payment of all debts.

**Section 4.3 Vice-President** - The Vice-President(s) shall act as President in his/her absence and, with the President, sit as an ex-officio member of every committee.

**Section 4.4 Treasurer** - The Treasurer shall, subject to the direction and control of the Board, have general charge of the financial affairs of the corporation and shall keep full and accurate books of account. He/she shall have custody of all funds and valuable documents of the corporation. The Treasurer shall prepare the annual budget referred to in Section 1.6 and submit the same to the Board for approval. The Treasurer shall render a statement of the financial affairs of the corporation at each annual meeting of the members and to the Directors upon request.

**Section 4.5 Secretary** - The Secretary shall give such notices of meetings of members and Directors as are required by these Bylaws and shall keep minutes of all the meetings of members and Directors.

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**ARTICLE V**  
**Standing and Special Committees and Appointment**

**Section 5.1 Committees** – Special committees may be created by the Board as the need arises.

**Section 5.2 Appointments; Reports** – All committee chairpersons shall provide periodic written reports to the Board to provide continuity of activities.

**ARTICLE VI**  
**Property**

**Section 6.1 Title** – The legal title to all property and assets of SRA shall be in the name of the Sammamish Rowing Association, and shall be owned by SRA for the benefit of all members in good standing.

**Section 6.2 Private Property** – Private property may be kept in facilities owned or operated by SRA with the permission of the Board and in accordance with written storage and use agreements which indemnify, release and hold harmless SRA. Such property shall not be used without the permission of the owners.

**Section 6.3 Equipment or Facility Loans** – The Board may offer the use of SRA equipment or facilities to other organizations for the purposes consistent with those of SRA. Compensation and other terms of the loan shall be determined by the Board and specified in a written agreement. Organizations using SRA equipment must be liable for any damage to equipment or facilities.

**Section 6.4 Damage** – Members must be accountable for the use of SRA property. Injury and damage must be reported to the Board or SRA staff. Members shall be liable for any damage they do to SRA property unless excused by the Board.

**ARTICLE VII**  
**Policy and Working Rules**

**Section 7.1 Policies** – The basic policies, working rules, regulations and guidelines for SRA operations and activities shall be established by either the Board or by the members (by vote at the annual meeting), and shall not be in conflict with the Articles of Incorporation or the Bylaws.

**Section 7.2 Action by Written Consent** – Any corporate action required or permitted by the Articles of Incorporation or Bylaws, or by the laws of the State of Washington, to be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action as taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote, and may be described as such.

**Section 7.3 Waiver of Notice** – Whenever any notice is required to be given to any Director or member of the corporation by the Articles of Incorporation or Bylaws, or by the laws of the State of Washington, 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 equivalent to the giving of such notice.

**Section 7.4 Right to Indemnification** – Each person who was or is made a party or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she is or was a director or officer of the corporation or, that being or having been such a director or officer or an employee of the corporation, he or she is or was serving at the request of an officer of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an “indemnitee”), whether the basis of a proceeding is alleged action in an official capacity as such a director, officer, employee or agent or in any other capacity while serving as such a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the full extent permitted by applicable law, as then in effect, against all expense, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that no indemnification shall be provided to any such indemnitee if the corporation is prohibited by the nonexclusive provisions of the Washington Nonprofit Corporation Act or other applicable law as then in effect from paying such indemnification; and provided, further, that except as provided in Section 7.5 hereof with

respect to proceedings seeking to enforce rights to indemnification, the corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if the proceeding (or part thereof) was authorized or ratified by the Board of the corporation. The right to indemnification conferred in this Section 8.1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any proceeding in advance of its final disposition (hereinafter an "advancement of expenses"). Any advancement of expenses shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this Section 7.4 and (i) upon delivery to the corporation of a written affirmation (hereinafter an "affirmation") by the indemnitee of his or her good faith belief that such indemnitee has met the standard of conduct necessary for indemnification by the corporation pursuant to this Section 7 or (ii) upon such determination (hereinafter a "determination") as may be permitted or required by the Washington Nonprofit Corporation Act or other applicable law.

**Section 7.5 Right of Indemnitee to Bring Suit** – If a claim under Section 7.4 hereof is not paid in full by the corporation within sixty (60) days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim. If successful in whole or in part, in any such suit or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. The indemnitee shall be presumed to be entitled to indemnification under this Section 7 upon submission of a written claim (and, in an action brought to enforce a claim for an advancement of expense, where the required undertaking and affirmation or determination have been tendered to or made by the corporation) and thereafter the corporation shall have the burden of proof to overcome the presumption that the indemnitee is so entitled. Neither the failure of the corporation (including its Board, independent legal counsel or its members) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances nor an actual determination by the corporation

(including its Board, independent legal counsel or its members) that the indemnitee is not entitled to indemnification shall be a defense to the suit or create a presumption that the indemnitee is not so entitled.

**Section 7.6 Nonexclusivity of Rights** – The right to indemnification and the advancement of expenses conferred in this Section 7 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, general or specific action of the Board, contract or otherwise.

**Section 7.7 Insurance, Contracts and Funding** – The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Washington Nonprofit Corporation Act. The corporation may enter into contracts with any director, officer, employee or agent of the corporation in furtherance of the provisions of this Section 7 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Section 7.

**Section 7.8 Indemnification of Employees and Agents of the Corporation** – The corporation may, by action of the Board, grant rights to indemnification and advancement of expenses to employees and agents of the corporation with the same scope and effect as the provisions of this Section 7 with respect to the indemnification and advancement of expenses of Directors and officers of the corporation or pursuant to rights granted pursuant to, or provided by, the Washington Nonprofit Corporation Act or otherwise.

**Section 7.9 Persons Serving Other Entities** – Any person who is or was a director, officer or employee of the corporation who is or was serving (1) as a director or officer of another corporation of which a majority of the shares entitled to vote in the election of its Directors is held by the corporation or (2) in an executive or management capacity in a partnership, joint venture, trust or other enterprise of which the corporation or a wholly owned subsidiary of the corporation is a general partner or has a majority ownership shall be deemed to be so serving at the request of an executive officer of the

corporation and entitled to indemnification and advancement of expenses under Section 7.4 hereof.

**ARTICLE VIII**  
**Uniform, Flag and Blades**

**Section 8.1** The Board, with the ratification of the members, control and determine all uses of SRA name and designs such as logos, uniforms, promotional materials and club colors. Any such uses shall be consistent with and to the benefit of the purposes of SRA.

**ARTICLE IX**  
**Contracts, Loans, Checks and Deposits**

**Section 9.1 Contracts** – The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances.

**Section 9.2 Loans to the Corporation** – No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

**Section 9.3 No Loans to Directors or Officers** – The corporation may not lend money to or guarantee the obligation of a Director or Officer of the corporation.

**Section 9.4 Checks, Drafts, Etc.** – All checks, drafts or other 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, or agent or agents, of the corporation and in such manner as is from time to time determined by resolution of the Board.

**Section 9.5 Deposits** – All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Treasurer may select.

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**ARTICLE X**  
**Books and Records**

**Section 10.1** The corporation shall keep correct and complete books and records of account, minutes of the proceedings of its Board and such other records as may be necessary or advisable.

**ARTICLE XI**  
**Amendment and Adoption of Bylaws**

**Section 11.1 Amendment** – Except as herein otherwise expressly provided, these Bylaws may be altered or repealed, in any particular, and new Bylaws not inconsistent with any provision of the Articles of Incorporation or any provision of law may be adopted, by the affirmative vote of a majority of the then-current Directors of the corporation. Notwithstanding anything contained in these Bylaws to the contrary, a unanimous vote of the Directors of the corporation shall be required to alter, amend, repeal or adopt any provision inconsistent with this Section 11.1.

**Section 11.2 Date of Adoption** – These First Amended and Restated Bylaws were duly adopted by the Board of Directors of this corporation pursuant to the Articles of Incorporation at a regular meeting of the Board on \_\_\_\_\_.

Dated \_\_\_\_\_ Secretary \_\_\_\_\_